

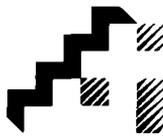
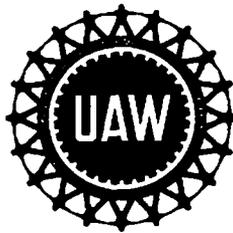
K#: 9183

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



**ST. VINCENT**  
Mercy Medical Center

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# **SERVICE EMPLOYEES**

## **AGREEMENT**

This Agreement made and entered into this 2<sup>nd</sup> 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 on 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 in respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the Service 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, registered nurse employees, technical employees, professional employees, physicians, guards and 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 person 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.

An employee of the Employer who is in the process of becoming educated and licensed to fill all requirements of a Technical bargaining unit classification ("student") will be

responsibilities, but who, regardless of such schooling, is performing all requirements of a classification in the Technical bargaining unit, will not be considered a student, and, therefore, will not be covered by this Agreement.

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: 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. 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: 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 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

In the event a full-time employee goes on a leave of absence and the Employer determines to fill his 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 cost center 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 cost center who indicates such interest in response to a cost center 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 part-time, supplemental, contingent or per diem employee in the cost center 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 cost center, hiring a temporary person or using agency employees. Nothing in this Section prohibits the Employer from soliciting employees outside of the cost center 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: 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. 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. 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: 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: 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. Employer: Employer means St. Vincent Mercy Medical Center, a wholly owned subsidiary of Mercy Health Partners.

Section 2.10. Administrative Director: Administrative Director is a person in charge of a department or several departments of the Employer.

Section 2.11. Manager/Supervisor: Manager/Supervisor is a person responsible for directing, including scheduling and transferring, the work of the employees, and who has disciplinary authority.

Section 2.12. Facility: Facility is the place where the employee is employed.

Section 2.13. 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 2.14. Status: Status means an employee's condition of employment as full-time, part-time, supplemental, contingent, or per diem.

Section 2.15. 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 2.16. Designee: Designee means a person who has authority to act in place of a person designated in this Agreement to perform any function.

Section 2.17. 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 Membership – 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 Reduction. 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 they 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 SVMMC'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 departments, 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/department/cost center 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 cost center up to an equal number of Employer representatives.

The Committee will meet within (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 to 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 change 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 cost center. 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 cost center 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 ten 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 this Agreement, 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 meetings. 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 department(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 Chief Human Resources Officer or designee will continue the current practice of meetings 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 cost center 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. However, on request of the Union, 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 Service or designee will attend such meeting. The Employer may invite up to two other employees to attend such meeting. At the time of its request, the Union will advise the Employer's Chief Human Resources Officer of those items to be on the agenda for 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, and that, 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 the Union must notify the Employer's Chief Human Resources Officer at least 14 days in advance of such scheduled date whether it wishes to meet on such date. 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 his

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 Unit 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 cost center during non-working time unless prior notice has been given to the Department/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 cost center 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 #14, 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 # 14, 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 positions, 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 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 the 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 members 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. These 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 year of their termination, the employee shall be credited with the 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 cost center for more than ninety (90) days will be deemed to have lost all cost center seniority for future bidding purposes in such former cost center.

Section 11.1(b). Probationary Period. 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 up to an additional ninety (90) days.

If an employee transfers from a different bargaining unit represented by the Union to the bargaining unit covered by this Agreement, they shall be considered a probationary employee during their first ninety (90) days of employment in the bargaining unit. If the employee does not successfully complete their probationary period, they shall return to their prior classification and bargaining unit.

However, 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 options in the Service Bargaining Unit 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 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 re-hire employees for the purpose of prohibiting such employees from completing their probationary period.

Section 11.1(e). Seniority Lists. The Employer shall maintain a master seniority list indicating each employee in the bargaining unit by their seniority date. Additionally, on such list, the Employer shall indicate an employee's status.

If an employee transfers from one status to another status within the same classification, their seniority shall apply in their new status after transfer into that status.

If an employee transfers status simultaneously with transferring to a different classification, their seniority within their new status and classification will be recognized once they complete the orientation period provided in Article 11, Section 11.2 (i).

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. Except 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 in the same cost center 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 cost center and has the most continuous service in the cost center 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.

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, 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 cost center, 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(s), and any employees transferred as a result of such employee's transfer, shall also be returned to their position, unless the Employer determines to allow such employees to remain in their positions. However, if during the trial period, an employee is determined not to be progressing satisfactorily, the employer will meet with the Union Chairperson, or designee to explore alternative options in the Service Bargaining Unit for such employee.

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 cost center.

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 and administrative positions such as the following positions shall be posted only in the cost center where the position is located:

- Academic Program Coordinator
- Ambulatory Administrative Assistant
- Ambulatory Secretary 1
- Ambulatory Secretary 2
- Clerical Team Leader
- Coordinator Registration Services and Schedules
- Department Administrative Coordinator (excluding all such positions in Human Resources, which are not covered by this Agreement)
- Dietary Purchasing Team Leader
- Dietary Team Leader
- Dietary Team Leader – Auxiliary Campus
- Environmental Services Group Leader
- Hospitality Van Coordinator

Lead Cancer Data Specialist  
Lead Discharge Analyst  
Lead Gift Shop Clerk  
Lead Medical Transcriptionist  
Linen Services Group Leader  
Materials Management Coordinator  
Medical Staff Services Coordinator  
Member Service Representative I and II  
Office Supervisor I  
Office Supervisor II  
Physical Medicine Coordinator  
Secretary 2 (excluding Mercy College which is not  
in the bargaining unit)  
Secretary 3 (excluding Secretary 3, in Human  
Resources, and Secretary to the President of Mercy  
College, Secretary to Director of Security and  
Secretary to Director of Ambulatory Health Centers  
which are not in the bargaining unit.)  
Senior Central Supply Tech  
Senior Health Unit Coordinator  
Sous Chef  
Support Services Shift Coordinator  
Volunteer Coordinator

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 cost center 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 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 position, and determine the appropriateness of the additional position including whether it is comparable to the 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. Administrative employees are those employees having administrative job responsibilities similar to the job responsibilities of those persons in the classifications identified above.

A senior position will be subject to the cost center's on call and overtime policy. Additionally a senior position will be included in the MTO/MTU/VTO/VTU rotation provided in Section 11.3(b)

Section 11.3(a). Temporary Closure of Cost Center – Effect on Staff. In the event that the Employer determines to reduce staff due to a cost center 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 cost center, the employees in the affected classifications and cost center 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/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 a continuous list and not be restarted each calendar quarter as provided in this Section 11.3(b). The Holiday rotation list will be maintained on a continuous basis during the term of this Agreement.

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

The Employer agrees that employees in orientation will not be placed on VTO/VTU or MTO/MTU, unless the cost center 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 cost center, classification, status and shift such layoff shall occur. Consistent with sub Section 11.4(c) permanent layoffs shall be by seniority within the affected job classification, status, shift and cost center. The Union's Chairperson of the Bargaining Unit shall receive a notice of permanent layoff at least ten (10) days before the effective date of layoff.

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 - Involuntary Process. In the event of a permanent layoff in a cost center the following procedure shall be followed:

- (1) a full time seniority employee laid off shall fill an available vacancy within their job classification, status and shift;
- (2) if such a vacancy is not available, they shall exercise their seniority by any of the following options:
  - (a) displacing the least senior employee in their job classification, status, on their shift, or
  - (b) displacing the least senior employee in their classification and status on another shift of their choice.
- (3) Subject to paragraph 11.4(b) (6). If a full time seniority employee laid off is in a grouping listed in Attachment O and is unable to exercise seniority as provided in (1) or 2(a) or 2(b), they may elect to exercise their seniority by displacing the least senior employee in the next lowest classification in the grouping in which their classification is grouped, which is in the same status, on a shift of their choice.
- (4) Subject to paragraph 11.4(b) (6). If a full time seniority employee laid off is unable to exercise seniority as provided in either, (1), (2)(a), (2)(b) or (3), then the full time employee may fill, an available vacancy in a different status within their job classification and shift, or if such vacancy is not available displacing the least senior employee in their job classification in a different status on their shift, or displacing the least senior employee in their job classification, in a different status, on a shift of their choice.
- (5) Subject to paragraph 11.4(b) (6). If unable to fill a vacancy or displace another employee, as provided in

4, then the full time employee may exercise their seniority in a classification in the grouping listed in Attachment O, in a different status in the same manner as provided in (3) above.

- (6) If a full time employee laid off is unable to displace an employee in their classification as provided in 2 above, they may exercise their seniority:
- (a) by first displacing the least senior employee in their status, and shift in up to two classifications, which they previously held and remain qualified for, as defined below in this sub Section, and then
  - (b) by displacing the least senior employee in such two classifications, in the same manner as provided in Sections 11.4 (2)(b) through 11.4(2)(d) for displacing the least senior employee in their classification.

In order to displace an employee in up to two classifications different than the employee's classification at the time of layoff, the employee must

- (a) have previously completed the probationary or trial period under Article 11, Section 11.1(b) or Section 11.2 (i) for such two classifications.
- (b) have the Department Manager approved their competency to work in such cost center. Once an employee's competency has been approved, the employee must maintain the competency and the Department Manager must re-affirm that competency every twelve (12) months when the employee updates his qualifications for such two classifications.

In January of each calendar year, an employee may update their pre-qualification in the additional two classifications. If an employee does not have a current updated pre-qualification list for such two classifications, he may exercise his seniority only within their classification at the time of permanent layoff.

The procedure provided in paragraph (6) will be exercised before an employee exercises seniority under paragraphs (3), (4) and (5).

In the event a part time or supplemental employee is laid off or displaced, the part time or supplemental employee shall follow the same steps in Section 11.4(b), (1), (2), (3), (4), (5) and (6).

In exercising their seniority as provided above, an employee may exercise their seniority to displace the least senior employee at the location where employed at the time of layoff. Having exhausted their bumping options at their location at the time of permanent layoff, consistent with Sections 11.4(b), (2), (3), (4), (5) and (6) above, they may displace the least senior employee within the applicable classification at any other location covered by this Agreement.

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

Section 11.5. Permanent Layoff – Voluntary Process. When the Employer notifies the Union of a permanent layoff, it will canvas employees in the affected classification, cost center, status, and shift to determine if there are any volunteers for such layoffs. Any employee who wishes to volunteer for a 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 Section 11.12(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 cost center, 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, cost center and status to displace.

Section 11.5 (a). Permanent Layoff – Wage Rate. An employee exercising seniority under Section 11.4(b), 3, 5 or 6 by displacing an employee in a classification with a lower wage range, the employee's rate will be reduced by 5%, provided the wage rate cannot exceed the maximum nor be less than the minimum wage rate of the classification.

Upon recall to their classification they were originally laid off from, the employee's rate will be increased by 5% provided the wage rate cannot exceed the maximum nor be less than the minimum wage rate of the classification.

Section 11.6. 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 11.12(h).

The Employer will 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

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 (applying the criteria set forth at Section 11.2.)

Employees in cost centers 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 cost centers 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.

Section 11.7(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 11.7(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 superseded by the employees covered by the provisions of Section 11.7(a).

Section 11.7(c). Steward Seniority at Time of Layoff and Recall. For purposes of layoff and recalls, 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 11.7(a) and 11.7(b).

Section 11.8(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 11.8(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.

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 11.9. 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 11.10. 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 11.11. 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.

Section 11.12. 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 day 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 delivery of 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: Leave 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 requirements 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 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 the 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 Benefits, 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, cost center, and status; if there is no such open position, the employee will displace the employee with the least seniority in their classification, cost center, 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 D.

Section 12.1(q). Refusal of Position Under Transitional Work Program. Under the Transitional Work Program, an

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 his 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.

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

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 cost center, 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 their release from work, for the shift on the day of injury.

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 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 notice 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 received at least forty five (45) days' notice prior to the absence; (b) no more than one (1) employee is released from an Employer cost center/department/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 of absence 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(l), provided the employee has maintained the appropriate licensure/credentials for the

For purposes of this section, a Union International Representative, will not be considered as one of the two (2) SVMMC employees from all Bargaining Units allowed to be on Long Term Union Leave at the same time.

In applying the “two employee limit”, no more than two (2) SVMMC employees from the same Bargaining Unit can be on Long Term Union Leave at the same time. For purposes of computing the limitation provided in this paragraph, a Union International Representative will be considered to be a SVMMC employee on Long Term Union Leave of Absence from the RN Bargaining Unit.

For purposes of this section, only one SVMMC employee will be on Long Term Union Leave at the same time to hold a position as a Union International Representative.

Section 12.8. Deposition Leave. Any employee, required or requested by the Employer, to be present at a disposition, 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

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 weeks off without pay due to the death of a member of the employee’s immediate family as defined above or 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-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 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 cost center 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 or 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 of Less Than Forty Hours. Additional hours worked by full time employees whose regular 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 over 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 (40) 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. 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 cost center 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:  $\$10/\text{hour hourly rate} \times 1.5 = \$15 + \$2/\text{hour on-call} \times 2 (\$4.00) = \$19/\text{hour on call/work rate.}$

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 sub Sections 15.6(b) and 15.6(c).

Non-exempt employees on call are to be available and report for duty according to the cost center 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:  $\$19/\text{hour (from 15.6(a) above)} + \$5/\text{hour } (\$10/\text{hour base rate} \times .5 = \$5) = \$24/\text{hour on call/work rate.}$

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 are not

eligible for the two (2) hour guarantee, but are 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 department needs and inform the employee of the earliest time that they may leave.

Other service units 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 cost center 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 makeup 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 cost center 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 on 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 cost center'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 #17.

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 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, it is recognized that 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.

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. 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 cost center, an available employee(s) at work, starting with the least senior employee, in the classification and cost center 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 employee 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.

## **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.

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 seventy-two (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

department's requirement to maintain contingency or per diem status, students, interns, other employees outside of the bargaining unit, physicians, residents, agency employees, 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 or Manager/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 department and, unless an employee agrees to such work arrangement, the Employer will post such job under the provisions of Article 11, Section 11.2(a), and, if it determines a layoff is necessary, the

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. 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)

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

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 department policy.

Section 19.7. Holiday Celebration for Monday – Friday. Departments 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

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 (CTO)**

Section 20.1. Combined Time Off Schedule. Subject to the following provisions, the Combined Time Off Program (“CTO”) in effect on September 1, 2006 will continue in effect during the terms 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.

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 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 N.

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 1.5%. A 1.5% (“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 1.5% wage increase. Hourly employees in the wage range, on such date will receive the 1.5% general wage increase, and up to an additional 1.5% increase, but cannot exceed the maximum of the wage range.

In addition, all service employees covered by this Agreement will receive a one-time \$150 bonus after ratification of the Agreement, but no later than December 31, 2006.

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 1.5%. A 1.5% general increase will be provided effective on 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 1.5% wage increase. Hourly employees in the wage range, on such date will receive the 1.5% 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 1.5%. A 1.5% general 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 1.5% wage increase. Hourly positions in the wage range, on such date will receive the 1.5% general wage increase, and up to an additional 1.5% increase, but cannot exceed the maximum of the range.

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

Section 21.2 (e). Timing of Increases. The general increase and in range adjustments provided in Sections 21.2(a), (b), and (c) shall be applied simultaneously (e.g. an employee receiving a general increase of 1.5% and an in range increase of 1.5% will receive an increase of 3% 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 on 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.

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.

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

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

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

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 F are not eligible for preceptor pay.

## **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, SVMCMC will not pay for any benefits which are higher

than the benefits provided under the applicable SVMCM 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.

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 changes**.

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 H.

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

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 sub 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, Short Term Union Leaves under Article 12, 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.

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**

<b>Full Time Employee Status</b>	<b>Employer Paid</b>	<b>Buy-Down</b>
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**

<b>Part Time Employee Status</b>	<b>Employer Paid</b>
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.

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 as Attachment I

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 terms 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 I 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 terms 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.

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

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 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 in 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 workday 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 Attachment L & M 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 Attachment L & M.

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 G.

## **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 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 M 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

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.

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

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 Hospital 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

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 hours or more, and the employee notifies the designated payroll person in

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 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 payday, 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 payday 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 Hospital, 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 Deduction.

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.

Employer shall provide an electronic report to the Union listing of 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 Unit 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 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

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 D.

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 E 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 Hospital. 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

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. 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 his 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

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 Hospital 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

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 he has 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. 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 28.22. 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 28.23. 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 28.24. 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 MERCYMEDICAL CENTER:

Michael McEachern, President & Chief Executive Officer  
Gary George, Regional Vice President Human Resources  
Barbara Gessel, Chief Human Resources Officer  
Michael Fischer, Metro Manager Environmental Services  
Sheila Sauter, Regional Director Patient Access  
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  
Rosalyn Copeland Chair  
Peter Miller, Vice Chair  
Sheila Abraham, At Large Committee Member  
Linda Earl, At Large Committee Member

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

A/P Clerk  
Academic PGM Specialist  
Academic Program Coordinator  
Advanced Nurse Assistant  
Ambulatory Laboratory Assistant  
Bookkeeper  
Billing/Medical Records Coordinator  
Burn Ed & Outreach Assistant  
Cancer Data Specialist  
Central Supply Technician 1  
Central Supply Technician 2  
Chapel Attendant  
Clerical Services Coordinator  
Clerical Team Leader  
Clerk/Receptionist 1  
Clerk/ Receptionist 2  
Clerk/Transcriptionist  
Coding Specialists 2  
Continuing Medical Education Program Coordinator  
Credentialing Assistant  
Data Analyst/Researcher  
Data Base Specialist  
Data Entry Clerk  
Department Administrative Coordinator (excluding all such  
positions in Human  
Resources)  
Diet Clerk  
Dietary Team Leader  
Dietetic Team Leader – Auxiliary Campus  
Discharge Analyst  
Driver/Courier  
Early Start Worker II  
Environmental Services Group Leader  
First Cook

Food Service Stores Clerk  
Food Service Worker 1  
Food Service Worker 2  
Food Service Worker 3  
Full Service Worker  
Gift Shop Clerk 1  
Grant Position – Hourly  
Head Teller  
Health Unit Coordinator 1  
Health Unit Coordinator 2  
HIM Clerk/Transcriptionist  
HIM Discharge Analyst  
HIM Lead Med Transcriptionist  
Histology Assistant  
Hospitality Van Coordinator  
Housekeeping Quality Assurance Analyst  
HUC/Patient Care Tech  
Incinerator Operator  
Information Desk Receptionist  
Laboratory Assistant  
Lactation Educator  
Lead Cancer Data Specialist  
Lead Coding Specialist  
Lead HIM Discharge Analyst  
Lead Mail Clerk  
Library Assistant  
Life Flight Communications Specialist  
Linen Assistant  
Linen Shift Coordinator  
Loan Officer 2  
Mail Clerk  
Marketing Specialist  
Materials Management Coordinator  
Medical Assistant  
Med Lab Technician 1  
Medical Office Assistant 1  
Medical Office Assistant 2  
Medical Office Assistant-3

Medical Transcriptionist  
Medical Transcriptionist – Entry  
Member Service Representative I  
Member Service Representative II  
Mission Services Program Assistant  
Nurse Extern  
Nursing Support Assistant  
Office Supervisor I  
Office Supervisor II  
Orthopedic Technician  
PBX Operator  
Patient Care Technician  
Patient Representative  
Patient Service Representative  
Patient Services Coordinator  
Patient Transporter  
Penta Trainee, Teller  
Perioperative Accounts Clerk  
Physical Medicine Program Coordinator  
Practice Coordinator  
Quality Management Assistant  
Radiology Aide  
Radiology Data Coordinator  
Radiology Records Specialist  
Registration Coordinator  
Registration Specialist  
Rehabilitation Aides 1  
Rehab 2  
RCP-1  
Resp Operations Tech  
Scheduling Specialist  
Secretary 2  
Secretary 3  
Senior Central Service Tech.  
Sr CME Program Coord.

Sous Chef  
Support Services Tech  
Support Services Shift Coordinator  
Surgery Orthopedic Technician  
Surgery Scheduling Specialist  
Truck Driver  
Volunteer Coordinator

**CLASSIFICATION****COST CENTER**

Ambulatory Lab Assistant

7018 Lab Outreach

Ambulatory Secretary 2

Medical Education  
Maternal/Fetal Medicine  
Positive Choices  
Osteopathic Medical  
Education

Ambulatory Secretary 3

Ancillary Service Worker

8090 Environmental Services

Cancer Data Specialist

7166 Oncology

Central Supply Tech. I

6251 Central Supply

Central Supply Tech II

6252 M/S Materials Mgt.  
6216 GI UNIT

Chapel Attendant

Pastoral Care

Clerical Services Coordinator

6231 ED

Clerk I

8850 Gift Shop

Clerk II

8850 Gift Shop

Clerk/Receptionist/Typist I

7133 WIC  
7164 Occupational Health

Clerk/Receptionist/Typist II

7040 Radiology Records  
8855 Dr. Mareska—  
Physician Office  
7091 Physical Therapy  
7164 Occupational Health  
7008 Pod. Therapy, Svc West

	6171 Respiratory Therapy
	8313 Auxiliary
	7041 Radiology
Clerk Transcriptionist	8353 Transcription Svcs
CME Program Coordinator	8034 Continuing Medical Ed.
Coding Specialist II	7181 Medical Records
Cook	8130 Dietary – Mercy
Coordinator	8322 Golden Care Plus
Credit Assistant	8312 Medical Staff Svcs
Credit Specialist	8312 Medical Staff Svcs
Darkroom Tech	7041 Radiology
Data Analyst Researcher	7138 Peds Specialty Clinic
Data Base Specialist	6089 Maternal Child Admin
	6231 Trauma Services
	7131 Pain Services
	7123 Health Connection for Family
	7170 Social Work Services
	6171 Respiratory Therapy
	6223 MIVS
	8312 Medical Staff Services
	6149 CV Admin
Data Entry Clerk	6019 TCU
	8152 Mercy College
Diet Clerk	8050 Dietary – SVMMC
Dietary External Support	8051 Dietary External Support

Leader

Dietetic Team Leader  
--Auxiliary Campus

Dietary – Mercy

Discharge Analyst

7181 Medical Records

Driver/Courier

Early Start Worker 1

Early Start Worker 2

Hope for Families

Environmental Service  
Group Leader

8090 Environmental Services

1<sup>st</sup> Cook

8050 Dietary – SVMMMC

Food Services Clerk

Dietary

Food Service Coordinator

Dietary

Food Service Worker 1

8130 Dietary – Mercy

Food Service Worker 1

8050 Dietary – SVMMMC

Food Service Worker 2

8130 Dietary – Mercy

Food Service Worker 2

8050 Dietary – SVMMMC

Food Service Worker 3

8130 Dietary – Mercy

Food Service Worker 3

8050 Dietary – SVMMMC

Full Service Worker

8090 Environmental Services

Gift Shop Clerk 2

Gift Shop

Grant Position – Hourly	Positive Choices Healthy Connections for Families
Histology Assistant	7015 Anatomic Pathology
House Coordinator	7125 Hope for Families
Housekeeping QA Analyst	8090 Environmental Services
HUC I	6211 Surgery 6231 ED 6144 CVICU 6161 Hemodialysis 6214 Outpatient Recovery 7063 Procedural Care Unit 7131 Pain Services 6019 TCU 6048 HUC
HUC II	6214 Outpatient Recovery 6232 ED 6061 Psychiatric Services
Information Desk Receptionist	6214 Auto Transfusion 8342 Information 8136 Mail & Reception – Mercy
Lab Assistant	7016 Client Services
Lead Cancer Data Specialist	7166 Oncology
Lead Medical Transcriptionist	8353 Transcriptionist Services
Library Aide	7183 Library
Life Flight Communication Specialist	6233/6234 Life Flight/Mobile Life

Linen Assistant	8110 Linen
Mail Clerk	8343 Mail Room
Medical Assistant	8251 P.A.T. 6216 GI Unit 7164 Occupational Health 7210 Mercy Surgery 8321 Community Health Affairs 8865 Occupational Health – Offsite
Medical Office Assistant I	7126 Pediatric Services 7127 Surgical Services
Medical Office Assistant II	8151 Family Practice Center – Mercy 7220 Clinic--Mercy 7138 Peds Specialty Clinic
Medical Office Assistant III	Peds Subspecialty Clinic Peds O.P. Allergy Service
Medical Records Specialist	7181 Medical Records
Medical Staff Services Coordinator	Medical Staff Services
Medical Transcriptionist	8353 Transcription Services  7103 Electrophysiology Lab 7015 Anatomic Pathology 7031 EKG
Mission Services Program Assistant	Mission Services
Mobile Intensive Care Driver	
Nurse Extern	6142 3C

6027 5C  
 6121 MSICU  
 6025 2C  
 6231 ED  
 6144 1B  
 6154 MS Float Pool  
 6124 4B  
 6141 1C  
 6214 Outpatient Recovery  
 6026 4C  
 6024 3B  
 6130 BU  
 6051 Pediatrics  
 6143 1A  
 6022 3A  
 6049 Nursing Support  
 MSICU  
 4B  
 3C  
 Surgery

Nursing Support Assistant

Nursing Support

Ortho Tech

6015 Ortho Tech Services

Osteopathic Program  
Coordinator

Osteopathic Medical  
Education

Patient Care Tech

6019 TCU  
 6214 Outpatient Recovery  
 6051 Pediatrics  
 7131 Pain Services

Patient Escort

6014 Patient Transport

PBX

8344 Telecommunications

Patient Representation

8120 Patient Relations

Patient Service Coordinator

7121 Medical Services

	8151 Family Practice--Mercy
	7124 OB/GYN Services
	7132 Hematology/Oncology O.P.
	7126 Pediatric Services
	7138 Peds Specialty Clinics
Patient Services Rep.	8090 Environmental Services
Penta Trainee, Teller	Credit Union
Periop Accts. Clerk	6252 M./S Materials Mgt.
Physical Medicine Coordinator	7094 Physical Medicine
Quality Management Assistant	8410 Quality Management
Radiology Data Coordinator	Radiology
Radiology Record Specialist	7040 Radiology Records
Registration Coordinator	8241 Registration
Registration Specialist	8241 Registration 7055 MRI
Rehabilitation Aide I	7091 Physical Therapy
Rehabilitation Aide II	7095 Physical Therapy – West 7091 Physical Therapy 7099 Fort Meigs – CHP
Research Aide	Research
Sana Pak Operator	8090 Environmental Services
Satellite Food Services Coordinator	Dietary
Secretary 3	

Sr. Health Unit Coordinator	6049 Nursing Support
Scheduling Specialist	8241 Registration 7044 Special Procedures
Sous Chef	Dietary
Surgery Ortho Tech	6211 Surgery
Surgery Scheduling Specialist	6211 Surgery
Truck Driver	8073 Transportation
Veterinary Care Tech	8010 Research
Volunteer Coordinator	8316 Volunteers

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 43624

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)

	<b>DEPT #</b>	<b>DEPARTMENT NAME</b>
<b>STEWARD NO. 1</b>		
	8090	ENVIRONMENTAL SERVICES
	6014	PATIENT TRANSPORTATION
	8073	TRANSPORTATION
<b>STEWARD NO. 2</b>		
	7101	CARDIAC CATH. CENTER
	6086	MATERIAL SERVICES
	6252	PROCESSING AND PERI-OPERATIVE SERVICES
	7052	RADIATION THERAPY
	7041	RADIOLOGY
	7062	RADIOLOGY ADMINISTRATION
	7040	RADIOLOGY RECORDS
	7046	RADIOLOGY SYSTEM SUPPORT
	6171	RESPIRATORY THERAPY
	7181	MEDICAL RECORDS
<b>STEWARD NO. 3</b>		
	8050	DIETARY
	8130	DIETARY/MERCY
	8051	NUTRITIONAL SERVICES
<b>STEWARD NO. 4</b>		
	6231	EMERGENCY ROOM
	7164	OCCUPATIONAL HEALTH
	8241	REGISTRATION
	8353	TRANSCRIPTION SERVICES
<b>STEWARD NO. 5</b>		
	8313	AUXILLIARY

	6251	CENTRAL SERVICES DISTRIBUTION
	8210	CHANGE MANAGEMENT
	8035	EMERGENCY RESIDENCY PROGRAM
	8850	GIFT SHOP
	8342	INFORMATION
	8110	LAUNDRY
	8242	M.O.B. REGISTRATION
	8343	MAIL ROOM
	8061	MAINTENANCE
	6223	MINIMALLY INVASIVE VASCULAR SURGERY
	8251	P.A.T.
	7063	PROCEDURAL CARE UNIT
	8010	RESEARCH
	8076	SECURITY
	7170	SOCIAL WORK SERVICES
	6210	SURGERY ADMINISTRATION
	7127	SURGICAL SERVICES
	8012	SURVEY AND ACCREDITATION
	8344	TELECOMMUNICATIONS
	8316	VOLUNTEERS
	6233	LIFE FLIGHT DISPATCHERS
	6234	MOBILE I.C.U. DISPATCHERS
<b>STEWARDS NO. 6</b>		
	6143	1-A CARDIAC I.C.U.
	6144	1-B MEDICAL C.C.U.
	6141	1-C SURGICAL CARDIAC CARE
	6130	BURN UNIT
	6149	C.V. ADMINISTRATION SERVICES
	6145	C.V.I.C.U.
	6048	CENTRAL STAFFING
	7016	CLIENT SERVICES
	7031	EKG
	7103	ELECTROPHYSIOLOGY LAB

	7060	NUCLEAR MEDICINE
	6049	NURSING SUPPORT SERVICES
	7092	OCCUPATIONAL THERAPY
	6214	OUTPATIENT RECOVERY
	7131	PAIN SERVICES
	7091	PHYSICAL THERAPY
	6218	POST ANESTHESIA CARE UNIT
	8391	RISK MANAGEMENT
	6211	SURGERY
<b>STEWARDS NO. 7</b>		
	6025	2-C ORTHOPEDICS
	7139	FACILITY SUPPORT ADMINISTRATION
	6161	HEMODIALYSIS
	8312	MEDICAL STAFF SERVICES
	6015	ORTHO TECH SERVICES
	6022	3-A INTERVENTIONAL UNIT
	6024	3-B UR/RENAL EYE
	6142	3-C VASCULAR
	8120	PATIENT RELATIONS
	7075	PCN PHARMACY
	7071	PHARMACY AND IV SOLUTIONS
	6124	4-B INTERMEDIATE CARE
	6026	4-C PULMONARY/ONCOLOGY/ FAM. PRACTICE
	7132	HEMATOLOGY/ONCOLOGY O.P.
	7166	ONCOLOGY
	8314	PASTORAL CARE
	6018	5-A PALLIATIVE CARE MEDICINE
	6121	5-B I.C.U.

	6125	NEURO SCIENCE I.C.U.
	6232	TRAUMA SERVICES
	6051	6-A-B PEDIATRICS
	6122	6-C PEDS I.C.U.
	6081	7-C OB
	6190	DELIVERY/LABOR ROOM
	6123	NEO-NATAL I.C.U.
<b>STEWARD 1</b>	<b>NIGHTS</b>	
	8090	ENVIRONMENTAL SERVICES
	8135	ENVIRONMENTAL SERVICES - MERCY
	6014	PATIENT TRANSPORTATION
	6252	PROCESSING AND PERI- OPERATIVE SERVICES
	7041	RADIOLOGY
	7040	RADIOLOGY RECORDS
	6171	RESPIRATORY THERAPY
<b>STEWARD 2</b>		
	6251	CENTRAL SERVICES DISTRIBUTION
	8050	DIETARY
	8342	INFORMATION
	8110	LAUNDRY
	7181	MEDICAL RECORDS
	8241	REGISTRATION
	8076	SECURITY
	8344	TELECOMMUNICATIONS
	8353	TRANSCRIPTION SERVICES
	6233	LIFE FLIGHT DISPATCHERS
	6234	MOBILE I.C.U. DISPATCHERS
	6231	EMERGENCY ROOM
<b>STEWARD 3</b>		
	6144	1-B MEDICAL C.C.U.
	6141	1-C SURGICAL CARDIAC CARE
	6130	BURN UNIT
	6145	C.V. I.C.U.
	6048	CENTRAL STAFFING
	7016	CLIENT SERVICES

	6211	SURGERY
	6025	2-C ORTHOPEDICS
	6022	3-A INTERVENTIONAL UNIT
	6024	3-B UR/RENAL EYE
	6142	3-C VASCULAR
	6124	4-B INTERMEDIATE CARE
	6026	4-C PULMONARY/ONCOLOGY/ FAM. PRACTICE
	6018	5-A PALLIATIVE CARE MEDICINE
	6121	5-B I.C.U.
	6027	5-C NEURO
	6051	6-A-B PEDIATRICS
	6122	6-C PEDS I.C.U.
	6081	7-C OB
	6190	DELIVERY/LABOR ROOM
	6123	NEO-NATAL I.C.U.

<b><u>STEWARD 1</u></b>	<b>OFF SITES</b>	
	7182	AMBULATORY MEDICAL RECORDS
	7128	CHILDRENS PULMONARY SERVICES
	7220	CLINIC – MERCY
	7221	DIABETIC TEACHING – MERCY
	8151	FAMILY PRACTICE CENTER – MERCY
	7123	HEALTHY CONNECTIONS FOR FAMILIES
	7125	HOPE FOR FAMILIES
	7121	MEDICAL SERVICES
	7124	OB/GYN SERVICES
	6053	PEDIATRIC ADMINISTRATIVE SERVICES

	7126	PEDIATRIC SERVICES
	7138	PEDS HEM/ONC CLINIC
	7098	PEDS THERAPY SERVICES WEST
	7122	POSITIVE CHOICES
	7095	SUN FORREST CHP
	7127	SURGICAL SERVICES
<b><u>STEWARD</u></b>		
<b>2</b>		
	8170	ADMINISTRATION – MERCY
	7015	ANATOMIC PATHOLOGY
	8321	COMMUNITY HEALTH AFFAIRS
	6149	CV ADMINISTRATIVE SERVICES
	8856	CREDIT UNION
	8135	ENVIRONMENTAL SERVICES – MERCY
	8131	FACILITIES MANAGEMENT – MERCY
	7099	FORT MEIGS CHP
	7183	LIBRARY
	8136	MAIL AND RECEPTION – MERCY
	8037	MEDICAL EDUCATION
	8150	MEDICAL EDUCATION – MERCY
	8041	MEDICAL EDUCATION – OSTEOPATHY
	8312	MEDICAL STAFF SERVICES
	6155	NURSING EDUCATION SERVICES
	8021	NURSING QUALITY MANAGEMENT & RESEARCH
	8865	O H OFFSITE
	7018	OUTREACH
	8855	PHYSICIANS OFFICE
	8410	QUALITY MANAGEMENT
	7163	SLEEP DISORDER CENTER

## **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

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 opportunities both internally and externally (i.e. watching 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.

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.

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**ST. VINCENT MERCY MEDICAL CENTER****Title:** Adverse Weather Policy**Policy NO.:** HR-145**Prepared By:****Effective Date:** 9/81**Department:** Human Resources**Revision Date:** 12/01**Authorized By:** Gary G. George**Date of Review:** 12/03**Replaces:****Applies To:** Hourly and Salaried

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**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.

- 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.

o 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.

o 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.

o 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 F**  
**PRECEPTOR PAY – CURRENT CLASSIFICATIONS**  
**EXCLUDED**

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

Group Leaders  
Dietetic Team Leaders  
Office Supervisor I  
Office Supervisor II  
Coordinator Registration Services and Schedules  
Ambulatory Administrative Assistant  
Lead Medical Transcriptionist  
Lead Cancer Data Specialist  
Volunteer Coordinator  
CME Program Coordinator  
Senior Health Unit Coordinator  
Senior Central Supply Tech.  
Linen Services Group Leader  
Customer Service Representative – Credit Union  
Credit Union Representative II  
Clerical Services Coordinator

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

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

\*May be increased annually per Article 22, Section 22.5.

# 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 60<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

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 or 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

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.

## 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 Metro 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 L**  
**TUITION REIMBURSEMENT**

**MERCY HEALTH PARTNERS**  
**Toledo, Ohio**

<b>Title: Tuition Reimbursement</b>		<b>Policy Number: MHP-HR-1415.00</b>
Prepared By: Regional Benefits		Effective Date: 01/01/03
Department: Human Resources		Revision Date: 9/05
Authorized by: Regional Vice President Human Resources		Date of Review: 9/05
		Date of Next Review: 9/07

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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

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**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

**BACHELOR DEGREE PROGRAMS**

Business Administration  
Computer Science  
Dietitian  
Health Mgmt./Administration  
Hospitality Management  
Nursing Science

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

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, & SVMHC) 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:**

- 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

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 M**  
**ENHANCED TUITION REIMBURSEMENT**

**MERCY HEALTH PARTNERS**  
**Toledo, Ohio**

**Title: Enhanced Tuition Reimbursement      Policy Number: MHP-HR-1415.01**

Prepared By:      Regional Benefits      Effective Date: 9/01/05  
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

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**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.

**ATTACHMENT N**  
**MERCY HEALTH PARTNERS**  
**Toledo, Ohio**

**TITLE: LEAVE SHARING PROGRAM    POLICY NUMBER : MHP-HR-1415.00**

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Prepared by: Benefits Department	Effective Date: 1/01/03
Department: Human Resources	Revision Date: 9/05
Regional Vice President Human Resources	Date of Review: 9/05

Authorized by: \_\_\_\_\_ Date of Next Review: 9/07

Applies to: Hourly and Salaried (SVMMC, SCMH, SAMH, MHP - Regional, MCH)  
Full-Time and Part-Time Employees

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**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,

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

## **Groups for Exercising Seniority Under Section 11.4(b)**

Group: Clerk Receptionist  
Clerk Receptionist 2  
Clerk Receptionist 1

Group: Dietary  
Dietary Team Leader  
Food Service Coordinator  
Food Service Coordinator  
Food Service Worker 3  
Food Service Worker 2  
Food Service Worker 1

Group: Health Unit Coordinator  
Health Unit Coordinator 2  
Health Unit Coordinator 1\* HUC/PCT can displace  
HUC 1 and then PCT is unable to displace HUC 1

Group: Medical Office Assistant  
Medical Office Assistant 3  
Medical Office Assistant 2  
Medical Office Assistant 1

Group: Registration  
Registration Coordinator  
Registration Specialist

Group: Environmental Services  
Support Services Shift Coordinator  
Environmental Services Group Leader  
Full Service Worker  
Patient Services Representative  
Support Services Tech

The Employer and the Union may agree to additional groupings during the contract term.

The Employer proposes that for lay off and recall purposes Dietary Team Leader and Dietetic Team Leader Auxiliary group be one classification – Dietary Team Leader.

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 MERCYMEDICAL CENTER:**

Michael McEachern, President & Chief Executive Officer  
Gary George, Regional Vice President Human Resources  
Barbara Gessel, Chief Human Resources Officer  
Michael Fischer, Metro Manager Environmental Services  
Sheila Sauter, Regional Director Patient Access  
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  
Roselyn Copeland Chair  
Peter Miller, Vice Chair  
Sheila Abraham, At Large Committee Member  
Linda Earl, At Large Committee Member

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

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

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.

SVMMMC and the Union agree that this Agreement may be modified by mutual agreement.

**ST. VINCENT MERCYMEDICAL CENTER:**

Michael McEachern, President & Chief Executive Officer  
Gary George, Regional Vice President Human Resources  
Barbara Gessel, Chief Human Resources Officer  
Michael Fischer, Metro Manager Environmental Services  
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Linda Earl, At Large Committee Member

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

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.

**ST. VINCENT MERCYMEDICAL CENTER:**

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Gary George, Regional Vice President Human Resources  
Barbara Gessel, Chief Human Resources Officer  
Michael Fischer, Metro Manager Environmental Services  
Sheila Sauter, Regional Director Patient Access  
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**UNITED AUTOMOBILE, AEROSPACE  
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Linda Earl, At Large Committee Member

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## 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,

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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UNITED AUTOMOBILE, AEROSPACE  
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**LETTER OF AGREEMENT NO. 5**  
**RETURN FROM CHAIR POSITON**

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.

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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.

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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**

As a result of the 2003 negotiations, 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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During the 2003 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, SVMMC 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 SVMMC agreed that they would jointly evaluate in the Operational Improvement/Quality Enhancement Committee meeting provided in Article IX, the on call concerns on a unit/department/cost center 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**

SVMMC 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, SVMMC 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, SVMMC and the Union would jointly review the facts involved to assure that such avoidance if occurring is remedied.

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**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. 13**  
**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.

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**LETTER OF AGREEMENT NO. 14**  
**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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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. 16**  
**EMPLOYEE DISCOUNT**

During the negotiations of the 2006 – 2009 collective bargaining agreement, based on UAW, Local 12's proposal, St. Vincent Mercy Medical Center (SVMMC) 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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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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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 decision related to the supervisory status under federal labor law of employees in Leader/Charge positions.

The following classifications\* are in the SVMCMC/UAW respective agreements.

**SERVICE**

Academic Program Coordinator

Clerical Team Leader

Coordinator Registration Services and Schedules

Department Administrative Coordinator (excluding all such positions in Human Resources, which are not covered by this Agreement)

Dietary Team Leader

Environmental Services Group Leader

Hospitality Van Coordinator

Lead Cancer Data Specialist

Lead Discharge Analyst

Linen Shift Coordinator

Materials Management Coordinator

Medical Staff Services Coordinator

Member Service Representative I

Member Service Representative II

Office Supervisor I

Office Supervisor II

Physical Medicine Coordinator

Secretary 2

Secretary 3

Senior Central Supply Tech

Senior Health Unit Coordinator  
Sous Chef  
Support Services Shift Coordinator  
Volunteer Coordinator

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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