

SKILLED MAINTENANCE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MCLAREN FLINT
MCLAREN LAPEER REGION**

AND

**AFSCME COUNCIL 25 AND ITS SKILLED
MAINTENANCE UNION, LOCAL 2818**

February 2, 2017 through May 1, 2022

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PREAMBLE

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

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

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

ARTICLE 1 - RECOGNITION

Section A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment; said bargaining unit to be comprised of all full-time, regular part-time and casual Skilled Maintenance employees employed by McLaren Flint and McLaren Lapeer Region in those job classifications listed in Section B, below, employed at existing facilities.

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

Section B. Job Classifications.

Biomedical Technician, certified
Biomedical Technician, non-certified
Boiler Operator
Carpenter
Electrician
Grounds Mechanic
HVACR Technician
Maintenance Mechanic
Maintenance Worker
Painter
Plumber
Senior Carpenter
Senior Electrician
Senior HVACR Technician
Senior Maintenance Mechanic
Senior Painter
Senior Plumber

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

Section D. The Employer recognizes the Union's right to bargain as granted by the National Labor Relations Act (NLRA) of 1935 and agrees to proper notification regarding policies as required by this Collective Bargaining Agreement.

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

1. Decide the nature of services, and the quantity of services; the methods of providing services; the scheduling and routing to deliver services, the control and cost of services provided to patients, employees and employers; the materials and equipment to be used; and the discontinuance or revision of any method of providing patient care services.
2. Introduce new equipment or processes; change or eliminate existing equipment and processes, and institute technological changes; decide on the nature of materials, supplies, or equipment to be bought or used, vendor selection, and price to be paid.
3. Subcontract or purchase any or all work or processes, maintenance and repair work, office services, or the construction of new facilities and the improvement

and/or renovation of existing facilities.

4. Determine the number, location, and types of facilities; discontinue temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities in whole or in part; move facilities operated by the Employer from one location to another; transfer work or any of the Employer's operations in whole or in part from one facility to another; merge, affiliate or enter into joint ventures with other entities.
5. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees; reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day; contract for the services of temporary employees to perform temporary job assignments.
6. Permit persons in the employ of non MHCC entities to perform services within the facilities including persons employed by the manufacturer of equipment used in the Employer's facility to set up, construct, and service equipment on the floor and to perform work in connection with the installation or service of such equipment including education and training.
7. Direct the work force; assign work including destinations within MHCC subsidiaries; select team leaders and designate their duties; determine the number and composition of employees assigned to any operation and the number of operations assigned to any employee; establish new job classifications including duties; qualifications and wage rates therefore; modify duties, qualifications and wage rates of existing job classifications, designate as inactive job classifications no longer utilized.
8. Determine lunch, rest periods, clean-up and/or dress periods, times, determine the starting and quitting time and the number of hours to be worked; establish and revise work schedules, as business conditions and available work requires; and assign employees to work overtime.
9. Discipline and discharge; adopt, revise and enforce reasonable working rules; maintain order and efficiency in the facility; evaluate and determine the standards of performance both as to cost, quality and quantity; institute, revise

and/or eliminate personnel policies (Union President will be notified at least seven (7) calendar days prior to effective date); create, revise or maintain Employee Committees or TQM/CQI Committees; test, investigate, and improve individual and unit productivity; and initiate and carry out cost and general improvement programs.

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

ARTICLE 3 - UNION SECURITY

Section A. All full-time, regular part time and casual skilled maintenance employees in the bargaining unit as defined in Article 1, Recognition, may join the Union by paying dues to the Union as requested to be paid by all members of the Union upon hire or transfer into the bargaining unit.

Section B. Skilled maintenance employees newly hired into the bargaining unit will be informed of the dues paying option defined above upon hire, and the Employer will provide all current and future skilled maintenance employees the appropriate forms setting forth the authorization of payroll deduction of dues. Those skilled maintenance employees who choose to opt out of paying dues will be given a form to do so upon request. Copies of deduction and opt out forms will be forwarded to the Union upon receipt by the Employer.

Section C. - Payroll Deduction of Union Dues. Upon dues authorization, the Employer will deduct dues from the employee's earnings and forward same to the Union on a monthly basis. The total amount of dues deducted from the employee's earnings during a calendar year will be reported to the employee on a W-2 form at year end. Upon request, but not more often than quarterly, the Employer will send the Union a report on employees containing seniority date, address, contact information and dues deduction status and date.

Section D. In the event that any provision of this Article is found to be unlawful it shall not void any other provision of the Agreement all of which shall remain in full force and effect. The parties shall agree on substitute language that will effectuate the purpose of the section to the fullest extent permitted by law. If the parties cannot agree on the appropriate language, the matter shall be submitted to an arbitrator pursuant to the Grievance Procedure at the arbitrator step to render an expedited opinion on language.

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

ARTICLE 4 - UNION REPRESENTATION

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

McLaren Flint - Two (2) stewards and one (1) alternate to cover all shifts.

McLaren Lapeer Region - Two (2) stewards and one (1) alternate to cover all shifts.

Section B. The steward (alternate) may conduct grievance activities on the premises without loss of time or pay primarily, but not limited to, his/her regular working hours. Such activities are limited to a total of two hundred and twenty five (225) hours per calendar year for both business units. If grievance representation is to occur during the steward's regular working hours, the steward must obtain permission from his/her immediate supervisor to leave his/her

work assignment. Permission will not be unreasonably denied and will be granted without undue delay. Upon return, the steward must notify the supervisor. Exclusive of suspension or termination, the employee will continue to perform his/her assigned work until released to meet with the steward. Pay will be at the steward's straight time rate, and will not count toward overtime calculation.

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

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

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

Section F. The Union President or a designated officer shall be allowed an opportunity to meet with new hire employees. Such time shall be made available prior to, or after the new hire orientation meeting, or during the employees' lunch period on the orientation day. If time is not available on the day of orientation, or if the employees are transferring to bargaining unit positions, one hour of release time shall be provided to the union representative and new hire employees to meet and discuss union matters.

ARTICLE 5 - UNION ACCESS

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

ARTICLE 6 - UNION OFFICES

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

1. McLaren Flint
2. McLaren Lapeer Region

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

ARTICLE 7 - UNION BULLETIN BOARDS

Section A. The Employer agrees to furnish two (2) locked bulletin boards (key to Union) in the department workrooms at McLaren Flint and one (1) at McLaren Lapeer Region.

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

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

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

8. AFSCME Council 25 or AFSCME Local 2818 Skilled Maintenance newsletter.

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

ARTICLE 8 - UNION OFFICERS/RELEASE TIME

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

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

ARTICLE 9 - DEFINITION OF EMPLOYEE

Section A. – Full Time. Bargaining unit employees whose authorized hours equal at least seventy (70) hours per pay period in accordance with work schedules established by the Employer, shall be considered full time employees.

Section B. – Part Time. Bargaining unit employees whose authorized hours equal at least forty (40) hours per pay period but less than full time as defined above, in accordance with work schedules established by the Employer, shall be considered to be part-time employees.

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

Section D. – Temporary. Employees who have been hired for a specified period of time, normally less than four (4) months but not to exceed six (6) months, shall be considered to be

temporary employees. A temporary employee may be hired for a period of time beyond six (6) months by mutual agreement.

ARTICLE 10 - SENIORITY

Section A. – Definition of Seniority.

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

Section B. – Probationary Period.

1. All new employees hired into bargaining unit positions shall serve a probationary period of six (6) months. During the probationary period the Employer shall assess skills, abilities and job performance. Probationary employees shall be employed at the will of the Employer, which means that the employment relationship may be terminated by either party, at any time, for any reason or no reason. A probationary employee laid off prior to completing the probationary period and returned to the same position in the bargaining unit within ninety (90) calendar days of the last day worked, shall have his/her prior work hours counted toward the completion of the probationary period.
2. Probationary employees shall be represented by the Union only for purposes of collective bargaining with respect to wages, hours and conditions of employment, and not for matters which involve discipline or employment termination, other than for Union activity.
3. A probationary employee shall have no seniority status until he/she has completed her/his probationary period. Upon completion of the probationary period, she/he will be credited with bargaining unit seniority from the date of hire/transfer into a bargaining unit classification and will be so entered on the seniority list.
4. Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list showing name, job classification and date of hire/transfer into a bargaining unit classification. The Employer shall post a copy of the seniority list within the department. Thereafter, a revised seniority list shall be posted in October and April of each calendar year. Any corrections in the seniority list must be requested in writing,

within thirty (30) calendar days after posting, and if not so requested, the list shall become final at the end of such period. The Employer shall not be required to pay back pay by reason of the correction of an error on the seniority list. A roster of unit employee status changes will be provided to the unit President monthly.

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

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

Section D. – Trial Period.

1. Non-probationary employees transferring into a bargaining unit position or changing his/her job classification within the bargaining unit shall serve a 90 day trial period, wherein the employee's performance and fit in the new position shall be evaluated by the Employer. The employee may voluntarily seek to vacate the position within 10 working days or 80 hours.
2. An employee who has not completed her/his new hire probation cannot bid on a posted position unless her/his Department Director/Manager provides written approval. If approval is given, and the probationary employee is selected, the employee must complete a trial period (90 days) for the new position in addition to the new hire probation. Both the probationary and trial periods will run concurrently.
3. The seniority date of an employee transferring into the bargaining unit shall be calculated from the date of transfer into the bargaining unit.
4. If an employee is either deemed unsuccessful during the trial period as determined by the Employer, or decides to voluntarily vacate the position, then the employee will return to his/her previously held position, if available, if not available, the employee will have the opportunity to fill a position in the same job classification, then any position in the

bargaining unit.

Section E. – Loss of Seniority. A non-probationary bargaining unit member shall lose seniority and employment with the Employer shall cease for any of the following reasons:

1. Resigns or quits unless he/she is rehired within six (6) months.
2. Is discharged unless reversed through the grievance procedure.
3. Fails to report to work for three (3) consecutive scheduled work days and does not notify her/his supervisor with an excuse acceptable to the Employer within said three (3) day period.
4. Loses or otherwise does not maintain a license or certification required by the State, Federal or Local Government as part of the job classification requirements of the Employer. (See Section F as it relates to the loss of Michigan driver's license.)
5. Retires.
6. Does not return from a layoff on the date scheduled by the Employer.
7. Is on layoff for a period of two (2) years or length of seniority at time of layoff, whichever is less.
8. Does not return to work at the expiration of a leave of absence or fails to secure an extension from the Employer prior to the expiration of the leave.
9. Works at any other job during a granted period of leave of absence. This shall not include any job already held at the time the leave begins except that the employee cannot increase the terms of such employment during the leave period.
10. Is off due to illness or accident of any kind for a period of two (2) years or length of seniority at time of illness or accident, whichever is less.

Section F. – Loss of Michigan Driver's License. The Employer has the option to reassign or suspend without pay an employee who has lost their Michigan driver's license. An employee who self-reports that they have lost or will lose their driver's license will not lose seniority as a result of being suspended and/or reassigned to other duties for six (6) months or less. Anytime thereafter, it is at the Employer's discretion to keep the employee in the reassignment or seek alternate measures, including termination.

ARTICLE 11 – LAYOFF AND RECALL

Section A. – Purpose.

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

Section B. – Application.

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

Section C. – Definitions.

1. **Affected Employee:** A regular full-time or regular part-time seniority employee.
2. **Seniority Employee:** A regular full-time or regular part-time employee in a bargaining unit position who has completed their probationary period.
3. **Bargaining Unit Seniority:** The length of continuous service in the bargaining unit regardless of the classification in which served. Bargaining unit seniority is based on the hire/transfer date into a position covered by this Collective Bargaining Agreement.
4. **Classification Seniority:** The length of continuous service in a classification within the bargaining unit.
5. **Indefinite Layoff:** Layoff for a period of two (2) years or length of seniority at time of layoff, whichever is less.
6. **Scheduled Hours Reduction:** A decrease in the regularly scheduled hours of a regular full-time or regular part-time employee for a period in excess of thirty (30) consecutive calendar days.
7. **Business Unit:** The specific company of the Employer, either McLaren Lapeer Region, McLaren Flint, or MMG.

Section D. – Procedure.

1. Whenever the Employer determines a layoff or scheduled hours reduction is necessary for a specific business unit, the number of hours and/or positions and the specific classifications to be eliminated or affected in a business unit and whether to implement a layoff, hours reduction, or combination of both will be determined by the Employer.
2. The Employer will maintain lists for seniority regular full-time, seniority regular part-time

and casual employees based upon the individual's bargaining unit seniority which will be applied between employees at the affected business unit.

3. The determination of which employees will be affected will be made by the Employer in accordance with the provisions of this article. Affected employees will be identified from the employees in the affected positions and classifications in that department.
 - a. The Employer will first reduce the scheduled hours of and/or terminate the employment of temporary employees in the identified classification(s) in that business unit.
 - b. If there is further need to reduce staffing levels, the Employer will then reduce the scheduled hours of and/or terminate the employment of casual employees in the identified classification (s) in that business unit.
 - c. If there is further need to reduce staffing levels, the Employer will seek volunteers for layoff or reduction in hours, whichever is applicable, within the affected business unit and job classification. A seniority volunteer accepts the layoff or reduction of hours until recalled per the provisions of this Article. If there is an excess of volunteers then selection will be by seniority (high to low). An employee who volunteers for layoff or reduction in hours does so for the balance of the layoff or reduction in hours.
 - d. If there is further need to reduce staffing levels, the Employer will then reduce the hours of or terminate the employment, as the Employer deems appropriate, of those full-time and part-time employees in the identified classification(s) in that business unit who have not completed their new hire probationary period. Part-time employees will be laid off or have hours reduced before full-time employees are so impacted.
 - e. If there is further need to reduce staffing levels, the Employer will then reduce the hours of or layoff those full-time and part-time employees in the identified classification (s) in that business unit who have completed their new hire probationary period and who are able to perform the available work without necessity of additional training. Selection will be made in inverse (lowest to highest) order of bargaining unit seniority in the identified job classification in the business unit (refer to Section C – Definitions). In cases of employees with the same bargaining unit seniority the employee with the lowest numerical value of the last four digits of

his/her social security number shall be deemed the most senior. Part-time employees will be laid off or have hours reduced before full-time employees are so impacted. Affected seniority employees (non-volunteers) will be assigned to an open position, if any, first in their business unit, then, if none are available, any available position in the bargaining unit, if the employee possesses the qualification required by the job and can perform the full scope of the new position with minimal orientation as defined by the Employer. If the employee chooses to not accept a comparable open position within the bargaining unit, he/she will be deemed a voluntary quit. If the employee refuses an open position which is not a comparable to the employee's formerly held position, the employee shall remain of layoff status. Employees who cannot accommodate required shift or schedule changes will be laid off.

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

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

1. Each affected employee will be informed by the Employer of her/his scheduled hours reduction or layoff. It is understood and agreed that remaining seniority full-time and regular part-time employees can have their work hours/schedules adjusted by the Employer to fulfill its patient care and business obligations. Whenever possible, the Employer will provide to the Union President and all employees a minimum notice of seven (7) calendar days of the layoff, or of required regular schedule, shift or hours changes when applying this contract Article. Upon the request of the Union, a meeting shall be scheduled, within seventy-two (72) hours of the request, between the Union and the Employer representatives regarding the layoff or scheduled hours reduction. Employees affected by the layoff/reduction shall be notified following the meeting, but at least fourteen (14) calendar days before the layoff/reduction takes effect.
2. All affected employees are eligible to apply for other available positions for which they qualify in accordance with the provision of the Job Posting Article. Employees who are laid off for ninety (90) days or more are required to apply for other available positions for which they qualify, or the Employer will dispute any related claims for unemployment compensation.
3. Laid off employees who are unable to obtain other employment with the Employer will receive information regarding unemployment compensation and continuation of insurance coverages through COBRA (if applicable).

Section F. - Pay At Termination.

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

worked. Paid time off may not be used as pay in lieu of notice. Accrued, unused paid time off will be paid upon termination, in accordance with Article 34, Paid Time Off

5. Any eligible, affected employee whose Tuition Reimbursement application was approved prior to notification of layoff will be eligible for reimbursement for the approved class(es), in accordance with Article 33, Section B, at the benefit level to which she/he was entitled prior to layoff or scheduled hour reduction.
6. Laid off employees are not eligible for wage adjustments, benefit payouts, or benefit accruals after the date of notification of layoff except as stated above.
7. If the Employer determines to layoff bargaining unit employees and declares it to be an indefinite layoff, the Employer will provide the following layoff allowance:
 - a. Bargaining unit employees with 10 and up to 15 years of service shall receive two weeks of pay.
 - b. Bargaining unit employees 15 + years of service shall receive four weeks of pay.
8. Employees accepting the Employer's layoff allowance will relinquish all bumping and recall rights provided in this article.

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

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

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

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

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

ARTICLE 12 - STRIKES AND LOCK OUTS

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

Section B. The Union agrees that they and their officers will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit downs, stay-ins, slow-downs, work stoppages, curtailment of work, improper use of paid leave time associated with work stoppage, improper unscheduled absences associated with work stoppage, restriction of work, or interference with the operations of the Employer of any kind for any reason by notifying the employees covered under this contract, in writing, that it disavows these acts. The Employer shall have the right to discharge any or all employees who violate Section A or B of this Article. The Grievance Procedure of this Agreement, shall be available to any such employees only to contend that they had not participated or engaged in such prohibited

conduct.

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

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

ARTICLE 13 - CORRECTIVE ACTION

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

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

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

Section C. - Procedure. The Employer will discipline employees for just cause. Progressive discipline may be issued at an appropriate level based on the circumstances surrounding the infraction, the nature and severity of the offense, the employee's past records and previous history of discipline. Generally, depending on these factors, each infraction builds upon the last one committed and the employee progresses to the next step of corrective action with each succeeding offense. Discipline generally becomes more severe as violations continue to occur.

Section D. - Progressive Discipline Steps. The following steps represent the sequence of

disciplinary action for most types of violations. When the nature of the violation warrants it, the sequence may be initiated at an advanced step up to and including termination:

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

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

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

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

Section G.

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

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

Section I. In taking disciplinary action, the Employer shall not take into account any incidents

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

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

ARTICLE 14 - NON-DISCRIMINATION

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

ARTICLE 15 – EVALUATIONS

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

Section B. Employees shall acknowledge such evaluations by signature; however, such signatures will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of such evaluations shall be given to the employee at the time the evaluations are made. Within ten (10) days of issuance, the employee may include up to a five (5) page response, which response does not constitute a grievance to be processed per the contract Grievance Procedure.

ARTICLE 16 - PERSONNEL FILE

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

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

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

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

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

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

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

ARTICLE 17 - GRIEVANCE PROCEDURE

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

following grievance procedure.

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

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

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

Section E.

Step One: An employee or group of employees must present his/her/their grievance to his/her/their designated supervisor/Department Director/Manager within five (5) working days of the time an employee knew or should reasonably have known of the alleged contract violations. The grievance must be submitted on a grievance form provided by the Union. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee or the designated employee representative of the bargaining unit. The Department Director/Manager or designee, whichever is applicable, shall provide the

employee, and the designated employee representative of the bargaining unit, an answer in writing no later than ten (10) working days after receipt of the written grievance. Settlements reached at Step One are non-precedent setting.

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

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

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

designee, the President or his/her designee, and a Human Resources Representative.

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

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage scales or change any base wage rate, or rule or decide questions of health and safety or relative to any Retirement Plan, or supplements hereto/or to specify the terms of a new agreement. The Arbitrator shall not have jurisdiction to modify any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.
3. The Arbitrator is to issue his/her Award within thirty (30) days of the close of the hearing, unless mutually extended by the parties. It is agreed an Award will not be invalid due to late issuance.

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

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

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

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

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

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

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

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

Section O. For purposes of this Article, working days shall be Monday through Friday, exclusive of contract holidays.

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

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

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

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

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

ARTICLE 18 - SPECIAL CONFERENCES

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

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

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

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

ARTICLE 19 - JOB POSTING AND BIDDING

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

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

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

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

When the qualifications of bidders are equal, the position shall be awarded based on

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

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

ARTICLE 20 - TEMPORARY ASSIGNMENTS

Section A.

1. No employee shall be assigned duties and responsibilities normally considered commensurate with a classification higher than that which the employee holds, except in the event of a stated emergency or temporary absence of other employees and where reassignment of duties is necessary to maintain department operations. Stated emergencies shall be defined as those situations which could not be anticipated or planned for in the normal course of department operations.
2. In the event of such an assignment, selection of the employee to be assigned shall be made in the following order: (a) the most qualified non-probationary bargaining unit employee within the business unit; (b) the most qualified non-probationary employee in the bargaining unit. When the qualifications of bargaining unit members are equal, the position shall be awarded based on bargaining unit seniority. If there are no qualified, non-probationary bargaining unit employees who bid on the position, probationary employees may be considered.

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

temporary assignment and the regular assignment) rounded to the next step in the pay grade of the temporary job classification.

ARTICLE 21 - HOURS OF WORK

Section A.

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

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

2. **Shift Definition:**

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

Section B.

1. **Rest Periods:**

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

2. **Meal Period:**

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

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

ARTICLE 22 - OVERTIME

Section A. - General.

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

Section B. - Voluntary Overtime – By Site.

1. Voluntary overtime hours will be offered to an employee, within the same job classification, within the unit/cost center, based on seniority, highest to lowest, on a rotational basis. If there are an insufficient number of volunteers, voluntary overtime will be then offered, within the unit/cost center, to an employee within the same pay grade or higher pay grade than the identified job classification, provided the employee meets the minimum requirements, prior to mandating overtime.
2. An employee currently working on a job assignment which carries over up to 4 hours into the next shift, shall be permitted to complete the job assignment without utilization of the overtime list.
3. If all employees are needed, the assignment shall be deemed mandatory overtime.
4. An employee who declines the overtime, is unable to be contacted, or is currently on duty will be credited as having taken his/her overtime turn.

Section C. - Mandatory Overtime.

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

Section D. - Special Projects.

1. Special projects designated to be performed in-house will be assigned to employees in

the needed classification(s), in seniority order (high to low) on a rotational basis, regardless of shift assignment.

2. The Employer will make every effort, if practical, to provide at least two (2) weeks notice of the special project.

ARTICLE 23 – CALL IN PAY

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

Regular full-time and regular part-time employees not on call and called into work outside of his/her normally scheduled hours with less than two (2) hours' notice will be paid at one and one-half (1½) times their base hourly rate for all called-in hours, with a minimum of four (4) hours pay.

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

ARTICLE 24 - LEAD PAY/WORKING ALONE

Section A. - Lead Pay.

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

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

ARTICLE 25 - SHIFT DIFFERENTIAL

Section A. – Eligibility:

All hourly employees are eligible for shift differential pay.

Section B. – Policy Statement:

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

Section C. – Guidelines:

1. Shift hours are defined as:
 - First shift: 7:00 a.m. to 3:30 p.m.
 - Second shift: 3:00 p.m. to 11:30 p.m.
 - Third shift: 11:00 p.m. to 7:30 a.m.
2. Shift differential is paid for hours worked between 3:00 p.m. and 7:30 a.m.
3. In order to receive second shift differential, the eligible employee must work at least four (4) continuous hours between the hours of 3:00 p.m. and 11:30 p.m.
4. In order to receive third shift differential, the eligible employee must work at least four (4) continuous hours between the hours of 11:00 p.m. and 7:30 a.m.

Section D. - Differential:

Shift differential for the life of the contract shall be as follows:

Second shift – 7.25%

Third shift – 8.25%.

ARTICLE 26 - ON-CALL

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

Section B. – On-Call Pay. On-Call shall be by the needed job classification within the unit and by site location (McLaren Flint and McLaren Lapeer Region). Utilization of such stand-by

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

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

Rates

On-Call pay is \$4.00 per hour. On-Call pay for covering both locations simultaneously is \$4.65 per hour.

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

Section D. – Response Time. When on-call, the employee must be available by phone, to report to the unit ready to assume an assignment as soon as possible but not to exceed forty-five (45) minutes from notification, unless other arrangements are made (such as troubleshooting over the phone). An employee failing to remain on contact status or who does not report when contacted, forfeits the on-call pay.

ARTICLE 27 - WORK SCHEDULES

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

Section B. A non-probationary full-time or part-time bargaining unit employee will be given

no less than five (5) calendar days notice before changing his/her scheduled shift or scheduled hours. The restriction does not apply to daily staff adjustment or to changes in shift or scheduled hours lasting five (5) work days or less.

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

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

ARTICLE 28 - VACATION SCHEDULING

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

Section B. - Procedure:

1. General
 - a. Preference for vacation dates will be honored whenever possible.
However, all vacation requests are subject to department work load.
 - b. Vacation requests that are submitted beyond the guidelines will be approved or disapproved by the Department Director/Manager or designee upon the following guidelines.
 - c. Schedule of holidays worked. Employees scheduled to work a holiday within an approved vacation period must provide work coverage for that scheduled holiday.
 - d. Vacation requests will not be accepted for more than six (6) months in advance.
2. Prime time vacation request.
 - a. Prime time will be the months of June, July, August, and November 15th through

January 15th.

- b. Request for June, July, and August must be made prior to April 1st and shall be returned with disposition on or before April 30th.
- c. Request for November 15th through January 15th must be made prior to September 15th and shall be returned with disposition on or before October 1st.
- d. Request turned in before deadline will be approved by bargaining unit seniority. All else being equal, it will be based on hire in date.
- e. Requests turned in after the deadline will be on a first come first serve basis, if staffing permits.
- f. Vacation will be given in blocks not to exceed 10 paid days. More than one block of vacation may be available in prime time.
- g. Prime time vacations that run into non-prime time will be considered all prime time.

3. Non-prime time vacation.

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

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

Section C. – McLaren Lapeer Region: The procedure in effect at McLaren Lapeer Region on the date of ratification will be maintained.

ARTICLE 29 - LEAVES OF ABSENCE

Section A. – Purpose:

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

Section B. – Eligibility:

FMLA: Must have at least twelve (12) consecutive months of service, and also must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12)

months prior to the start of the leave, or as prescribed by applicable federal law or otherwise in accordance with the Family and Medical Leave Act ("FMLA") and the regulations there under, as amended.

Military: In accordance with applicable law.

Non-FMLA Health Leave: Full-time regular and part-time regular employees with at least one thousand forty (1,040) service hours during the twelve (12) months prior to the start of the leave who experience a work-related illness or injury.

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

Section C. – Types of Leaves of Absence.

1. FMLA

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

- a. The birth and care of the newborn child of the employee**
- b. The placement with the employee of a son or daughter for adoption or foster care**
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition
- d. To take medical leave when the employee is unable to work because of a serious health condition
- e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
- f. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

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

****An approved leave for birth and care, or placement for adoption or foster child must conclude within twelve (12) months of the birth or placement.
If an eligible employee requests a leave of absence for any of the above reasons, the approved leave of absence will be applied toward FMLA entitlements.**

Available Leave Time

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

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

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

FMLA Return to Work

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

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

Intermittent Leave

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

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

Exhausting Maximum FMLA Leave Time

Once an employee exhausts their FMLA entitlement, they may extend their leave by requesting a personal leave. Please review "Requesting a Leave of Absence" in Section E of this Article.

2. Personal Leave

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

Available Leave Time

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

3. Health Leave (non-FMLA)

Part-time regular and full-time regular employees who have at least one thousand forty (1,040) service hours during the twelve (12) months prior to the start of the leave, and who experience a work-related illness or injury, are eligible to request a Health Leave for absences due to the employee's serious illness.

Available Leave Time

The first twelve (12) weeks of a leave due to work-related illness or injury will be considered a non-FMLA Health Leave and will not count toward the exhaustion of FMLA time. After twelve (12) weeks of non-FMLA Health Leave due to work-related illness or injury, FMLA will begin.

4. Educational Leave

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

Available Leave Time

There is a two (2) year maximum.

Section D. – Policy Statement:

1. At times it may be necessary for an eligible employee to be absent from work for an extended period. The Employer recognizes this and makes provision for leave of absence.
2. If an employee will be absent from work more than three (3) consecutive calendar days

for FMLA reasons, or for more than seven (7) consecutive calendar days for non-FMLA reasons, a leave of absence must be requested. It is required that the employee provide notice to the Employer for any leave unless emergency circumstances dictate otherwise. Employees are required to keep the Employer aware of the expected duration of the leave and provide the necessary documentation to support their need for a leave of absence.

Section E. – Requesting A Leave of Absence:

1. If an eligible employee will be absent from work more than three (3) consecutive calendar days for reasons covered under FMLA, an FMLA leave of absence must be requested. If an eligible employee will be absent from work for more than seven (7) consecutive calendar days for reasons not covered by FMLA, a leave of absence must be requested. Employees who are absent from work for more than seven (7) consecutive calendar days and either are not eligible for any type of leave of absence, have exhausted all available leave time for which they are eligible, or whose leave of absence request is denied will be terminated.
2. Eligible employees must complete the Request for Leave form no less than thirty (30) days prior to the expected commencement of the leave of absence, if foreseeable (e.g. scheduled surgery). If the leave is not foreseeable, the employee must make a request for leave as soon as practicable, ordinarily within one (1) to two (2) business days from the first occurrence. When requesting a FMLA or Health leave, employees are required to have their physician complete and return a Health Certification to the Human Resources Department or designee.
3. When a leave due to a serious health condition (either the employee's or a family member's) is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations. This schedule is subject to the approval of the health care provider.
4. Completed Health and FMLA leave requests and Health Certification forms must be returned directly to Human Resources or designee – not the employee's supervisor or department. Completed requests for Personal or Educational leave must be submitted directly to the employee's Department Director/Manager. After the Department

Director/Manager has reviewed the request and provided tentative approval, the Department Director/Manager will forward all original leave-related documents to Human Resources, or designee. The request will be reviewed and the employee and the department will be notified of the approval status.

Section F. – Returning to Work From An Approved Leave of Absence:

1. Employee's Health Condition

- a. When a McLaren Flint employee is returning to work from a Health or FMLA (employee's own medical condition) leave the employee must make an appointment with and be seen by Employee Health prior to their expected return to work date. The return to work may be delayed until such fitness for duty is provided and has been cleared by Employee Health.
- b. When an employee arrives for their Employee Health appointment they must provide a physician's certification confirming the employee's fitness to return to work. Upon review and approval the Employee Health Department will provide the employee with return to work documentation. The employee is responsible for submitting the return to work paperwork to his/her supervisor and Human Resources.

2. Returning To Work With Restrictions

- a. All employees returning to work with restrictions may be required to be evaluated by Employee Health or Occupational Health. Providing the Employer can accommodate the restrictions, an employee may return to work with restrictions if the restriction is medically necessary. The Employer must be provided with an approved medical documentation from the employee's physician.
- b. An employee may return to work with restrictions if approved by Employee Health Services or Occupational Health and the employee's department. If granted, a return to work with restrictions will be for a maximum duration of sixty (60) calendar days or the time frame indicated by the employee's physician, whichever is less, except where the restrictions are for a disability protected by the Americans with Disabilities Act (ADA) or other applicable law. If an extension is needed, it must be requested (with medical documentation) seven (7) calendar days prior to the end of the approved time frame. Such requests

will be considered by the Employer.

- c. If a bargaining unit employee requires restricted work duties as a result of injury or illness acknowledged by the employer to be work related, the employee will have up to six (6) months of restricted work available provided the employer can accommodate the restrictions, except where the restrictions are for a disability protected by the Americans with Disabilities Act (ADA) or other applicable law.
- d. If the Employer cannot accommodate the employee's restrictions, or if the employee is not able to perform the essential functions of his/her position with or without accommodation, the employee will be returned to leave status, if eligible, or placed on temporary layoff status (if ineligible for additional leave time) until such time that the employee can return to work without restrictions.

Section G. – Employment Status Upon Return from Leave of Absence.

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

Section H. – Reporting In While On Leave of Absence.

If an employee takes a leave because of their own serious health condition or care for a covered family member, the Human Resources Department and supervisor must be kept

informed by written communication of the status of the leave and intention to return to work whenever there is a change from what has been approved.

Section I. – Extending or Changing An Approved Leave of Absence.

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

Section J. – Miscellaneous Information.

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

the duration of the approved FMLA or non-FMLA Health leave of absence or twelve (12) weeks, whichever is less. All other benefits terminate at the end of the month in which the leave begins. Benefits for which the employee is otherwise eligible will resume on the date the employee returns to work.

ARTICLE 30 - BEREAVEMENT

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

1. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to seven (7) consecutive calendar days, which are not worked as a result of the death of a spouse, domestic partner, parent, "loco parentis", child, or current step-parent/child (child includes a fetus of greater than twelve (12) weeks gestation at the time of involuntary termination of pregnancy. Must be verified by a physician).
2. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to three (3) consecutive calendar days, which are not worked as a result of the death of a grandparent, grandchild, brother/sister (including half-brother/sister), current father/mother-in-law, current son/daughter-in-law, or current brother/sister-in-law.
3. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to one (1) calendar day, which are not worked as a result of the death of an aunt, uncle, niece, nephew, or cousin.
4. The employee shall designate when such leave shall start; provided, that one (1) of the designated days is the day of the funeral/service.
5. Employees will not be paid for any consecutive day that is not a regularly scheduled workday.
6. An employee may be required to provide proof of relationship and/or proof of death and/or attendance at the funeral/service.
7. Employees may request additional time off in the same manner as they would for planned time off or for a personal leave of absence if needed (subject to

departmental management approval).

8. "Domestic Partner" is defined as an established relationship in which two (2) people live together/cohabitate. The family of an employee's domestic partner is not included.

ARTICLE 31 – HEALTH, DENTAL, VISION AND LIFE INSURANCE

Section A. – General.

1. Eligibility for insurance under this Article will be based on an employee's authorized hours.
2. An eligible seniority employee who returns from an approved leave of absence or is recalled to work during any month in which the employee's insurance(s) has not been in force shall have said insurance reinstated as soon as permissible under the terms of the insurance plan(s).
3. Eligibility, coverage, and benefits under all insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contracts between the Employer and the carrier, and/or administrator, and cannot be grieved. Any rebates or refunds on premiums paid by the Employer shall accrue to the Employer. The Employer reserves the right to become or remain self-insured in whole or in part. The Employer shall continue to have the right to select the carrier and change carriers in regard to all insurance plans as long as, in the aggregate, equal or greater coverage is provided. The Employer shall continue to have the right to add and take away existing insurance plans, to modify premium contributions to such plans and to select plan administrators.

Section B. - Medical, Dental and Vision Insurance.

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

as noted in Section D.

Section C. – Employee Contribution of Health Insurance.

1. For employees hired, rehired, or transferred into the bargaining unit prior to date of ratification, the Employer will offer two (2) health insurance options, one (1) to be chosen at the eligible employee's discretion. The two (2) health insurance options are McLaren Health Advantage Green and McLaren Health Advantage MyChoice. The Employer shall maintain the Tier Green plan design at the benefit level in effect January 1, 2017 through December 31, 2020. Employees who selected Tier One (1) of McLaren Health Advantage Insurance Plan or the Blue Cross/Blue Shield Traditional Plan for the 2017 plan year will be mapped to the Tier Green Plan, based on enrollment elections, after date of ratification (Example: Employee enrolled in Tier One family coverage will be mapped to Tier Green family coverage). Details of the plans are contained in the official Summary Plan Description. For employees hired, rehired, transferred in to the bargaining unit on/after date of ratification, the Employer will offer the MyChoice Health Advantage Insurance Plan only, for insurance coverage beginning on/after January 1, 2017.
2. The Employer will offer benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees on the same basis as offered during Open Enrollment. The phrase on the same basis includes but is not limited to the same plan design, including co-pays, deductibles and co-insurance, the same percentage contribution toward premiums, the same carrier, the same administrative policies including eligibility, the medication (pharmacy) network, and the same policies governing commencement and termination of insurance. The MyChoice program presently includes health, dental and vision insurance, life insurance, short term disability insurance, long term disability insurance on a self-payment basis, and any voluntary products available via the plan.
3. Employee contribution shall be paid through payroll deduction. If an employee is on disability or any form of unpaid leave, they shall make direct payment for premium contribution to the Employer by the first of each month.
4. Employee Contribution to monthly premium costs shall be as follows:

<u>Health Advantage – Tier Green Rx \$15/\$30/\$45</u>	<u>2017 Hired Pre- 5/4/2010</u>	<u>2017 Hired Post- 5/4/2010</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Single	7% (\$60)	12% (\$70)	12% (\$70)	14% (\$80)	16% (90)	N/A
Two-Person	7% (\$120)	12% (\$130)	12% (\$130)	14% (\$180)	16% (\$200)	N/A
Family	7% (\$150)	12% (\$170)	12% (\$170)	14% (\$210)	16% (\$240)	N/A
<u>Health Advantage – MyChoice Rx \$10/\$30/\$50</u>						
Premier	10%	10%	10%	*	*	*
Premier Plus	19%	19%	19%	*	*	*

*Monthly employee contributions will not increase more than two percent (2%) annually for Premier and three percent (3%) annually for Premier Plus for the duration of the Agreement.

The employee contribution for eligible part-time employees is listed below.

<u>Health Advantage – Tier Green**</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Single	25% (\$160)	25% (\$160)	25%(\$160)	25%	25%	N/A
Two-Person	25% (\$355)	25% (\$355)	25%(\$355)	25%	25%	N/A
Family	25% (\$440)	25% (\$440)	25%(\$440)	25%	25%	N/A
<u>Health Advantage - MyChoice</u>						
Premier	25%	25%	25%	*	*	*
Premier Plus	39%	39%	39%	*	*	*

*Determined by plan design

5. An employee hired, rehired, or transferred into the bargaining unit prior to ratification will receive a lump-sum payment when he/she transitions from Tier Green to MyChoice in 2018, 2019, and 2020. The employee will receive the following lump-sum payment:

- \$ 300 if Employee Only (Single) coverage is elected or;
- \$1,000 if Employee & Child(ren) coverage is elected or;
- \$1,000 if Employee & Spouse coverage is elected or;
- \$1,000 if Employee & Spouse & Child(ren) coverage is elected.

6. The lump-sum is payable in the second pay period of February following enrollment for 2018, 2019 and 2020.

7. The parties agree that Tier Green will no longer be available after December 31, 2020.

Section D. – Dental and Vision Insurance

Employees electing Tier Green coverage in 2017 will pay 0% toward the employer monthly premium for the Dental and Vision Plans associated with Tier Green.

For employees enrolled in MyChoice, the Employer agrees to pay a portion of the premiums for the dental and vision coverage options offered, based on elected coverage level (see annual rate sheets for designated employee premiums).

Effective January 2018, the Dental and Vision plans associated with Tier Green will no longer be offered. Eligible employees will have access to the Dental and Vision plans associated with MyChoice. The Employer agrees to pay a portion of the premiums for the dental coverage options offered, based on elected coverage level (see annual rate sheets for designated employee premiums).

Section E. – Life Insurance and AD&D

1. Insurance coverage listed within this subsection shall be discontinued on the day the employee's services are terminated or the employee quits, retires, dies or is laid off.
2. McLaren Flint and McLaren Lapeer will continue to provide the insurance of this subsection on the same basis and terms as currently provided, respectively, for employees electing Tier Green.
3. Benefit eligible employees enrolled in MyChoice will be provided life insurance pursuant to the plan.

ARTICLE 32. RETIREMENT/PENSION PLAN

The Employer's current pension plans and tax sheltered annuity contribution plans will remain effective under the same terms as currently offered except as modified by this Agreement. Any proposed substantive changes to the current plans will be negotiated with the Union, and approved by the membership. The Employer will have the right in its sole judgment and discretion to amend, alter, and revise pension plans and tax sheltered annuity contribution plans, provided the present benefits under said plans are not reduced for eligible bargaining

unit Employees as of date of ratification of this Agreement.

Section A. All Eligible Current McLaren Flint Bargaining Unit Members. Eligible bargaining unit employees at McLaren Flint hired or rehired into the bargaining unit by the Employer prior to November 3, 2005, may participate in the McLaren Employee's Pension Plan (Pension Plan A) under the same terms and conditions as currently offered for McLaren Flint. An employee must be a continuous member of this bargaining unit following the date of ratification to retain his/her rights under this paragraph. Such employees are not eligible to participate in the Employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan").

(1) Effective April 2, 2017, no member of the bargaining unit shall be eligible to participate in the McLaren Employee's Pension Plan (Pension Plan A). Affected bargaining unit employees will retain all of the benefits they have accrued under the Pension Plan in accordance with the McLaren Employee's Pension Plan.

(2) Effective April 2, 2017, all members of the bargaining unit shall be eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") when they satisfy the eligibility requirements under the plan to receive the employer contribution. A detailed description of the McLaren 403(b) Plan is contained in the benefit summary provided to each employee. Employees shall remain eligible to participate in the voluntary employee contribution portion of the McLaren 403(b) Plan.

(3) Effective April 2, 2017, employees who were active participants in the Pension Plan A as of April 1, 2017, and who were born between April 1, 1952 and June 30, 1972 will receive an additional three and one-half (3.5%) percent basic contribution to the McLaren 403(b) Plan, in addition to the basic employer contribution of two (2%) percent, if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions.

Section B. Eligible Current McLaren Lapeer Region Bargaining Unit Employees. Bargaining unit employees employed by McLaren Lapeer Region prior to November 3, 2005 who were active participants in the Lapeer Regional Medical Center's Defined Benefit

Pension Plan as of May 27, 2013 and were born between January 1, 1953 and December 31, 1963, will receive an additional three and one-half (3.5%) percent basic employer contribution to the McLaren 403(b) Plan each calendar year, in addition to the basic employer contribution of two (2%) percent, if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions.

Section C. Eligible McLaren Flint and McLaren Lapeer Region Bargaining Unit Employees Hired or Rehired on or After November 3, 2005. Eligible bargaining unit employees hired or rehired into the bargaining unit on or after November 3, 2005 will be eligible to participate in the McLaren Employees' 403(b) Retirement Plan, and will be eligible for Employer contributions when they satisfy the eligibility requirements under the plan to receive the Employer contributions. Such employees will not be eligible to participate in the defined benefit pension plan (Pension Plan A).

Section D. McLaren Lapeer Region Employees' 403(b) Retirement Plan. The McLaren Employees' 403(b) Retirement Plan will remain effective under the same terms as currently offered.

ARTICLE 33 - FRINGE BENEFITS

Section A. – General.

1. The following fringe benefits will be provided to bargaining unit employees within their particular department for the duration of the Agreement.
2. Below is a listing of some fringe benefits offered by the Employer. Fringe benefits shall be available in accordance with the authorized hours applicable to an employee's classification. Employees should see their respective Human Resources Department for details on applicable fringe benefits.

- Professional Meetings
- Professional Liability
- Mutual Benefit Time
- Employee Assistance Plan
- Jury Duty
- Free Parking
- Flexible Spending Account

Section B. - Tuition Reimbursement. McLaren Flint and McLaren Lapeer Region will continue to provide tuition reimbursement on the same basis and terms as currently provided,

respectively. The tuition reimbursement amounts offered on the date of ratification of this Agreement will continue for the duration of the Agreement.

ARTICLE 34 - PAID TIME OFF

Section A. Eligibility

Paid Time Off will be accrued based on the number of qualifying hours a full-time or regular part-time employee has each pay period. Qualifying hours are defined in Section B of this Article. The hours of PTO that can be accrued each pay period are based on the employee's anniversary date as shown in the tables in Section C of this Article. The maximum number of days that can be earned in a payroll year is shown in the tables in Section C. In applying this requirement, any PTO taken during a pay period will be subtracted from the employee's PTO bank before any new PTO accrual is added for that period. PTO is not available for use until the pay period immediately following the pay period in which it is accrued.

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

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

Section C. Paid Time Off Accruals

1. Current eligible employee's and those hired, rehired or transferred from one business unit (McLaren Lapeer Region to McLaren Flint or McLaren Flint to McLaren Lapeer Region) to another, shall have PTO earned in accordance with the following tables effective the first pay period after ratification:

Table 1 – McLaren Flint Paid Time Off Accruals (Full-time and Part-time employees)

Years of Service	Annual Accrual (Days)	Annual Accrual (Hours)	Accrual Rate per 80 Hours Paid	Maximum Annual Hours Accrual	Maximum Banked Hours
0 - 5	21	168	6.46	168	400
5 - 10	26	208	8.0	208	400
10 - 15	31	248	9.54	248	400
*10 +	36	288	11.08	288	400
15 - 20	36	288	11.08	288	400
**20+	38	304	11.70	304	400

*Available only to employees with 10+ years of service hired prior to 11/05/05

**Available only to employees with 20+ years of service at the time of ratification

Table 2 – McLaren Lapeer Region Paid Time Off Accruals (Full-time and Part-time employees)

Years of Service	Annual Accrual (Days)	Annual Accrual (Hours)	Accrual Rate per 80 Hours Paid	Maximum Annual Hours Accrual	Maximum Banked Hours
0 - 5	21	168	6.46	168	400
5 - 10	26	208	8.0	208	400
10 - 20	31	248	9.54	248	400
*20+	34	272	10.46	272	400

*Available only to employees with 20+ years of service at the time of ratification

Section D. All newly hired full-time and regular part-time employees shall begin to accrue PTO immediately upon hire, but an employee may only use accrued PTO for Holidays prior to his/her completion of ninety (90) calendar days of employment. Holidays shall consist of New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day.

Section E. Employees will move to the next higher PTO accrual rate automatically on their next anniversary date as shown in the PTO accrual tables in Section C of this Article. PTO will be paid at the employee's straight time hourly base rate of pay (excluding any premiums) in effect at the time it is used. PTO balances shall be printed on the employee's paycheck.

Section F. Employees who prefer to sell back ("cash-out") PTO earned without taking time off from work may do so as follows:

1. In May and November of each calendar year, employees may cash-out a portion of their accrued and unused PTO hours. A minimum of 40 hours must be left in the employee's PTO bank. Upon ratification of this Agreement, an employee may cash

out PTO as described in this Section one time within 30 days from the date of ratification.

2. General Provisions

- a. Employees must initiate a request to cash-out PTO by providing the proper form to their supervisor, to permit management to verify the requested hours have been earned and to process with the payroll department. The employee must submit the request prior to May 1st and November 1st.
- b. If an employee does not submit a cash-out request, PTO time will continue to accrue, but under no circumstances shall PTO balances exceed the annual maximum accrual as indicated in the tables shown in Section C of this Article, unless otherwise permitted.
- c. PTO hours cashed-out will not accrue additional PTO hours.
- d. The total value of an employee-initiated cash out in one fiscal year cannot exceed the annual accrual maximum, regardless of the number of cash outs available.

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

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

6. In accordance with the cash-out provisions of this Article (see Section F).

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

Section I. Within thirty (30) days after ratification, McLaren Flint eligible employee's hired, rehired, or transferred into the bargaining unit prior to November 3, 2005 into the collective bargaining agreement and who have the 4 bank paid time off system will move to a combined paid time off bank described above in Table 1.

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

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

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

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

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

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

ARTICLE 35 – SHORT TERM DISABILITY

Section A. Short Term Disability Insurance.

1. The Employer agrees to provide short term disability coverage for eligible full-time and part-time employees through the expiration of this Agreement.
2. Eligible employees who are medically unable to work and are on approved leave of absence for a non-work related illness or injury are eligible to receive a weekly benefit in the amount of sixty percent (60%) of their regular earnings (excluding amplifiers). Weekly benefits will begin on the 22nd calendar day of disability with a weekly max of \$1,731 and cease no later than the 180th calendar day of disability.
3. In the event of a future improvement to the Short-Term Disability Benefit, pursuant to the MyChoice benefit plan design, said benefit will be extended to all eligible employees.

ARTICLE 36 - PAY ADMINISTRATION

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

rate times 1.09, etc.).

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

Subsidiary	Upon Ratification	Following ratification	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021
McLaren Lapeer	\$1,250	Placed on New Scale + Step	Step + 2.0% top	1.0% + Step + 2.0% top	.5% + Step + 2.0% top	.5% + Step + 2.0% top	.5% + Step + 2.0% top
McLaren Flint	\$1,250	Placed on New Scale + Step	Step + 2.0% top	1.0% + Step + 2.0% top	.5% + Step + 2.0% top	.5% + Step + 2.0% top	.5% + Step + 2.0% top

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

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

Section D. - Pay Upon Ratification. Effective the first full pay period after ratification, seniority bargaining unit employees will receive a one-time ratification bonus of \$1,250, and casual bargaining unit employees will receive a one-time ratification bonus of \$250, as payment for prior year adjustments.

New Job Classifications – The following job classifications will be created upon ratification:

- HVACR Technician – SM7 to SM8
- Senior HVACR Technician – SM8 to SM9
- (Those employees who are currently assigned to the following job classifications, HVAC Technicians and Refrigeration Mechanics, will be reclassified into the HVACR and Sr. HVACR positions)
- Boiler Operator – SM7 to SM8
- Biomedical Technician, non-certified, Pay Grade 8
- Biomedical Technician, certified, Pay Grade 10
- Sr. Carpenter, Pay Grade 8
- Sr. Plumber, Pay Grade 9.

Section E. - Pay Effective First Full Pay Period following ratification. Effective the first full pay period following ratification, all bargaining unit employees will be paid pursuant to the revised Wage Scale (Appendix A) and progress to the next step in their respective pay grade.

Section F. - Pay Effective First Full Pay Period, October 2017. Effective the first full pay period in October 2017, each bargaining unit employee will progress to the next step in their respective pay grade. Employees at the top of their respective pay grade prior to said step adjustment will receive a one-time lump sum payment equal to 2% of their annual base rate.

Section G. - Pay Effective First Full Pay Period, October 2018. Effective the first full pay period in October 2018, pay scales will be adjusted by 1.0% and each bargaining unit employee will progress to the next step in their respective pay grade. Employees at the top of their respective pay grade prior to said step adjustment will receive a one-time lump sum payment equal to 2.0% of their annual base rate.

Section H. - Pay Effective First Full Pay Period, October 2019. Effective the first full pay period in October 2019, pay scales will be adjusted by .5% and each bargaining unit employee will progress to the next step in their respective pay grade. Employees at the top of their respective pay grade prior to said step adjustment will receive a one-time lump sum payment equal to 2.0% of their annual base rate.

Section I. - Pay Effective First Full Pay Period, October 2020. Effective the first full pay period in October 2020, pay scales will be adjusted by .5% and each bargaining unit employee will progress to the next step in their respective pay grade. Employees at the top of their respective pay grade prior to said step adjustment will receive a one-time lump sum payment equal to 2.0% of their annual base rate.

Section J. - Pay Effective First Full Pay Period, October 2021. Effective the first full pay period in October 2021, pay scales will be adjusted by .5% and each bargaining unit employee will progress to the next step in their respective pay grade. Employees at the top of their respective pay grade prior to said step adjustment will receive a one-time lump sum payment equal to 2.0% of their annual base rate.

Section K. - Promotions.

1. If an employee moves to a job in a higher pay grade (promotion), they will go to at least the minimum pay rate of the new pay grade.
2. If an employee moves to a job in a higher pay grade and their pay rate is higher than

the minimum of the new pay grade, they will receive a promotional increase (percentage) equal to one-half the difference of the midpoints rounded to the next Step.

3. The higher of 1 or 2 will be granted.

Section L - Lateral Transfers.

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

Section M. - Demotions.

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

Section N. - Hire in Pay Rates.

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

Section O. Wage Inequity.

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

If a new hire is placed on the scale at any step higher than a seniority bargaining unit employee currently in that pay grade and classification with the same number of years of experience or more within said job classification the seniority bargaining unit employee will be placed at the same step as the new hire.

Section P. Payment Upon Retirement.

For the duration of this Agreement, upon retirement, eligible bargaining unit employees will receive a one-time lump sum payment of \$4,000.00 at McLaren Lapeer Region and \$5,000.00 at McLaren Flint. Such payment will occur the pay period immediately following the retiring employee's last day worked. Eligible employees are defined as: Bargaining unit employees who are at least 55 years old and have at least 30 years of service at retirement.

ARTICLE 37 - SKILL/LICENSE PREMIUM

Employees currently working in job classifications assigned to pay grades 1-6 who obtain a bona fide, recognized licensure/certification in a skilled trade will receive a \$.50 per hour premium upon proof of licensure/certification. The maximum premium for any employee under this provision is \$.50 per hour.

Employees currently working in a job classification assigned to pay grades 7-11 who obtain a bona fide, recognized licensure/certification in a skilled trade not required for their current classification will receive a maximum annual lump sum premium of \$1,000 upon proof of licensure/certification.

Such skilled trade licensure/certifications shall include Boiler Operator (4th class or above), HVACR Universal Recovery Certification, Backflow Preventer, Medical Gas, and skilled trade journeyman cards. The first payment will be paid in the first full pay period following ratification. Subsequent payments will be made in the first full pay period following each

contract renewal year. The maximum lump-sum payment for any employee under this provision is \$1,000 each contract year.

ARTICLE 38 – CAREER DEVELOPMENT PLAN

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

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

ARTICLE 39 - ENVIRONMENT OF CARE COMMITTEE

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

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

ARTICLE 40 - HEALTH AND SAFETY

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

Section B. - Safety Shoes/Lab Coats. Employees shall be reimbursed the cost of required safety shoes/boots, one pair up to a maximum of \$175.00 per contract year, upon submitting a valid receipt for the purchase to the Department Director/Manager or designee. For

purposes of maintaining a safe work environment, the Employer shall provide Biomedical Technicians with lab coats.

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

ARTICLE 41 - DRUG AND ALCOHOL TESTING

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

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

1. The Employer may test bargaining unit employees for drugs and alcohol in the following instances:
 - a. When reasonable suspicion exists, or
 - b. Per a return to work agreement executed in accordance with the recommendation of a qualified substance abuse treatment program, or
 - c. When an employee is involved in a work-related accident and demonstrates reasonable suspicion as outline in item two (2) below.
2. Reasonable suspicion exists when a supervisor or other person in authority has reasonable good faith and objective suspicions of an employee's drug or alcohol use, based on specific, contemporaneous, articulable observations concerning the

appearance, behavior, speech or body odors of the employee as personally observed by the supervisor. The supervisor must document such observation.

3. No employee will be tested without prior written consent. However, an employee's refusal to provide written consent and to submit to testing may be subject to immediate discharge.
4. Possession of illegal drugs, diversion (theft) of drugs from the Employer, and/or distribution (sale or transfer) of drugs shall result in discharge.
5. The alcohol and controlled substance abuse testing process is designed to protect the integrity, identity and security of the specimen and the employee. The drug and alcohol testing process shall be administered through the Employee Health Department or its designee. During the collection process, union representation rights will be granted upon request by the employee.
6. An employee who voluntarily seeks assistance for drug or alcohol dependency and has had no incidence of affected job performance, shall be referred to a qualified substance abuse treatment program and no discipline shall result.
7. The employee will test negative before actively resuming work followed by random test in accordance with Section 1b above. Failure to adhere per Section 1b above shall result in termination.
8. When the Employer determines that reasonable suspicion exists and an employee will be tested, a union representative shall be notified upon request of the employee. During the delineation of the recommendation prior to execution of a return to work agreement, a union representative may be present, upon request of the employee. The Union President or designee will notify the employer who the representatives will be.
9. The collection process and chain of custody will be adhered to as set forth in this contract.

Chain of Custody

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

1. **Collection**

a. Urine specimens will be obtained without unreasonable intrusion into the employee's privacy. Employee privacy will be respected to the greatest extent possible by all personnel involved in the testing process and procedure. However reasonable suspicion of sample tampering may result in closer scrutiny including direct observation during sample gathering. As appropriate, an employee will be sent to Employee Health, the Emergency Room or a designated outside lab for the collection specimen.

2. **Initial Laboratory Screening and Confirmation Testing**

a. Initial drug and alcohol testing and subsequent confirmation testing will be conducted utilizing the Employer designated laboratory. If the Employer changes laboratories, the Union will be notified within 10 working days of the change. There will be an intent to bargain if the change in laboratories results in a change to one that is not federally approved. Initial cut off levels will be evaluated and analyzed in accordance with Michigan Department of Transportation guidelines.

3. **Positive Test Results**

a. A positive test result does not automatically confirm a substance abuse problem. Positive test results shall be reviewed by the Medical Review Officer (MRO), a designated physician experienced in the interpretation of drug test results and knowledge of possible alternate medical explanations. Transmission of all results from the laboratory will be done in a manner to ensure confidentiality.

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

ARTICLE 42 - PERSONAL VEHICLE/COMPANY BUSINESS

When available and approved by the employee's manager, a hospital vehicle will be used by bargaining unit employees when they are required to drive to another location in the performance of their assigned duties. When a vehicle is not available, an employee, with prior approval from their manager, may use their personal vehicle in the performance of assigned

duties. Employees who use their personal vehicles in the performance of assigned duties shall be reimbursed for actual trip mileage incurred at the then current IRS rate and this shall be considered a "hired car" situation under the Employer's Fleet Automobile Insurance Policy.

ARTICLE 43 - SUBCONTRACTING

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

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

ARTICLE 44 – SUCCESSOR

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

ARTICLE 45 - SCOPE OF AGREEMENT

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

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

ARTICLE 46 - SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 47 - DURATION OF AGREEMENT

Section A. The provisions of this Agreement shall be effective as of the date of ratification, and shall continue and remain in full force and effect through May 1, 2022, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to the expiration of the Agreement, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. To terminate the agreement a certified written notice must be sent to the other party ten (10) working days in advance of the date of termination.

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

FOR THE EMPLOYER:

Rachelle Hulett
Rachelle Hulett, VP of Human Resources
McLaren Flint and Lapeer Region

Dated: 2/22/17

Derek Peters
Derek Peters, Director of Human Resources
McLaren Lapeer Region

Dated: 3-6-17

FOR THE UNION:

Shawndrica Simmons
Shawndrica Simmons, Staff Representative
AFSCME Council 25

Dated: 2/24/17

Dallas W. Anderson
Dallas Anderson, President
AFSCME Local 2818

Dated: 3-1-17

Rick Graham
Rick Graham, Committee Member
AFSCME Local 2818

Dated: 3-1-17

Robert Oakes Jr.
Robert Oakes Jr, Committee Member
AFSCME Local 2818

Dated: _____

Albert Hardy
Albert Hardy, Committee Member
AFSCME Local 2818

Dated: 3-2-17

James Pierson
James Pierson, Committee Member
AFSCME Local 2818

Dated: 3-6-2017

APPENDIX A
WAGE SCALES

Effective first full pay following ratification through September 2018

McLaren Flint											Addition*
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	14.61	15.05	15.49	15.92	16.36	16.58	16.80	17.24	17.68	18.12	18.55
2	15.48	15.94	16.41	16.87	17.34	17.57	17.80	18.27	18.73	19.20	19.66
3	16.42	16.91	17.41	17.90	18.39	18.64	18.88	19.38	19.87	20.36	20.85
4	17.39	17.91	18.43	18.96	19.48	19.74	20.00	20.52	21.04	21.56	22.09
5	18.43	18.98	19.53	20.09	20.64	20.92	21.19	21.74	22.30	22.85	23.40
6	19.72	20.31	20.90	21.49	22.09	22.38	22.68	23.27	23.86	24.45	25.04
7	21.09	21.73	22.36	22.99	23.63	23.94	24.26	24.89	25.52	26.16	26.79
8	22.58	23.26	23.93	24.61	25.29	25.63	25.97	26.64	27.32	28.00	28.68
9	24.14	24.86	25.59	26.31	27.04	27.40	27.76	28.49	29.21	29.93	30.66
10	25.84	26.62	27.39	28.17	28.94	29.33	29.72	30.49	31.27	32.04	32.82
11	27.65	28.48	29.31	30.14	30.97	31.39	31.80	32.63	33.46	34.29	35.12

McLaren Lapeer											Addition*
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	13.38	13.78	14.18	14.58	14.99	15.19	15.39	15.79	16.19	16.59	16.99
2	14.19	14.62	15.04	15.47	15.89	16.11	16.32	16.74	17.17	17.60	18.02
3	15.06	15.51	15.96	16.41	16.87	17.09	17.32	17.77	18.22	18.67	19.12
4	15.95	16.43	16.91	17.39	17.86	18.11	18.34	18.82	19.30	19.78	20.26
5	16.90	17.41	17.91	18.42	18.93	19.18	19.44	19.94	20.45	20.96	21.46
6	18.09	18.63	19.17	19.71	20.26	20.53	20.80	21.34	21.89	22.43	22.97
7	19.36	19.94	20.53	21.11	21.69	21.98	22.27	22.85	23.43	24.01	24.59
8	20.72	21.34	21.96	22.58	23.21	23.52	23.83	24.45	25.07	25.69	26.31
9	22.17	22.84	23.50	24.17	24.83	25.17	25.50	26.16	26.83	27.49	28.16
10	23.70	24.41	25.12	25.83	26.54	26.90	27.26	27.97	28.68	29.39	30.10
11	25.38	26.14	26.90	27.66	28.43	28.81	29.19	29.95	30.71	31.47	32.23

*Employees at Step 9 go to Step 10 on new scale first full pay following ratification
Employees at top of scale in October 2017 receive lump sum bonus

McLaren Flint 1.0% Year 3 Effective October 2018											
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	14.76	15.20	15.64	16.08	16.53	16.75	16.97	17.41	17.85	18.30	18.74
2	15.63	16.10	16.57	17.04	17.51	17.75	17.98	18.45	18.92	19.39	19.86
3	16.58	17.08	17.58	18.08	18.57	18.82	19.07	19.57	20.07	20.56	21.06
4	17.56	18.09	18.62	19.14	19.67	19.94	20.20	20.73	21.25	21.78	22.31
5	18.61	19.17	19.73	20.29	20.84	21.13	21.40	21.96	22.52	23.08	23.64
6	19.92	20.51	21.11	21.71	22.31	22.61	22.90	23.50	24.10	24.70	25.29
7	21.31	21.94	22.58	23.22	23.86	24.19	24.50	25.14	25.78	26.42	27.06
8	22.81	23.49	24.17	24.86	25.54	25.89	26.23	26.91	27.60	28.28	28.96
9	24.38	25.11	25.84	26.58	27.31	27.67	28.04	28.77	29.50	30.23	30.96
10	26.10	26.88	27.66	28.45	29.23	29.62	30.01	30.80	31.58	32.36	33.14
11	27.93	28.76	29.60	30.44	31.28	31.70	32.12	32.95	33.79	34.63	35.47
McLaren Lapeer Year 3											
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	13.51	13.92	14.32	14.73	15.14	15.34	15.54	15.95	16.35	16.76	17.16
2	14.33	14.76	15.19	15.62	16.05	16.27	16.48	16.91	17.34	17.77	18.20
3	15.21	15.67	16.12	16.58	17.03	17.27	17.49	17.95	18.40	18.86	19.32
4	16.11	16.59	17.08	17.56	18.04	18.29	18.53	19.01	19.49	19.98	20.46
5	17.07	17.58	18.09	18.61	19.12	19.38	19.63	20.14	20.65	21.17	21.68
6	18.27	18.82	19.36	19.91	20.46	20.74	21.01	21.56	22.10	22.65	23.20
7	19.56	20.14	20.73	21.32	21.90	22.20	22.49	23.08	23.66	24.25	24.84
8	20.93	21.56	22.18	22.81	23.44	23.76	24.07	24.69	25.32	25.95	26.58
9	22.39	23.06	23.74	24.41	25.08	25.42	25.75	26.42	27.09	27.77	28.44
10	23.94	24.66	25.37	26.09	26.81	27.17	27.53	28.25	28.96	29.68	30.40
11	25.63	26.40	27.17	27.94	28.71	29.09	29.48	30.25	31.02	31.79	32.55

McLaren
 Flint 0.05%
 Year 4 Effective October 2019

Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	14.83	15.27	15.72	16.16	16.61	16.83	17.05	17.50	17.94	18.39	18.83
2	15.71	16.18	16.66	17.13	17.60	17.84	18.07	18.54	19.01	19.48	19.96
3	16.67	17.17	17.67	18.17	18.67	18.92	19.17	19.67	20.17	20.67	21.17
4	17.65	18.18	18.71	19.24	19.77	20.04	20.30	20.83	21.36	21.89	22.42
5	18.70	19.27	19.83	20.39	20.95	21.23	21.51	22.07	22.63	23.19	23.75
6	20.02	20.62	21.22	21.82	22.42	22.72	23.02	23.62	24.22	24.82	25.42
7	21.41	22.05	22.70	23.34	23.98	24.30	24.62	25.27	25.91	26.55	27.19
8	22.92	23.61	24.30	24.98	25.67	26.02	26.36	27.05	27.73	28.42	29.11
9	24.50	25.24	25.97	26.71	27.44	27.81	28.18	28.91	29.65	30.38	31.12
10	26.23	27.02	27.80	28.59	29.38	29.77	30.16	30.95	31.74	32.52	33.31
11	28.07	28.91	29.75	30.59	31.43	31.86	32.28	33.12	33.96	34.80	35.64

McLaren
 Lapeer
 Year 4

Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	13.58	13.99	14.40	14.80	15.21	15.42	15.62	16.03	16.43	16.84	17.25
2	14.40	14.84	15.27	15.70	16.13	16.35	16.56	17.00	17.43	17.86	18.29
3	15.29	15.74	16.20	16.66	17.12	17.35	17.58	18.04	18.50	18.95	19.41
4	16.19	16.68	17.16	17.65	18.13	18.38	18.62	19.10	19.59	20.08	20.56
5	17.15	17.67	18.18	18.70	19.21	19.47	19.73	20.24	20.76	21.27	21.79
6	18.36	18.91	19.46	20.01	20.56	20.84	21.11	21.66	22.21	22.77	23.32
7	19.66	20.25	20.83	21.42	22.01	22.31	22.60	23.19	23.78	24.37	24.96
8	21.03	21.66	22.29	22.92	23.56	23.87	24.19	24.82	25.45	26.08	26.71
9	22.50	23.18	23.85	24.53	25.20	25.54	25.88	26.55	27.23	27.90	28.58
10	24.06	24.78	25.50	26.22	26.94	27.31	27.67	28.39	29.11	29.83	30.55
11	25.76	26.53	27.31	28.08	28.85	29.24	29.63	30.40	31.17	31.94	32.72

McLaren Flint Year 5 0.05% Effective October 2020											
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	14.90	15.35	15.80	16.25	16.69	16.92	17.14	17.59	18.03	18.48	18.93
2	15.79	16.27	16.74	17.21	17.69	17.93	18.16	18.63	19.11	19.58	20.06
3	16.75	17.25	17.76	18.26	18.76	19.01	19.26	19.77	20.27	20.77	21.27
4	17.74	18.27	18.80	19.34	19.87	20.14	20.40	20.93	21.47	22.00	22.53
5	18.80	19.36	19.93	20.49	21.05	21.34	21.62	22.18	22.75	23.31	23.87
6	20.12	20.72	21.32	21.93	22.53	22.84	23.13	23.74	24.34	24.94	25.55
7	21.52	22.16	22.81	23.46	24.10	24.43	24.75	25.39	26.04	26.68	27.33
8	23.03	23.73	24.42	25.11	25.80	26.14	26.49	27.18	27.87	28.56	29.25
9	24.63	25.36	26.10	26.84	27.58	27.95	28.32	29.06	29.80	30.54	31.27
10	26.36	27.15	27.94	28.73	29.52	29.92	30.31	31.10	31.90	32.69	33.48
11	28.21	29.05	29.90	30.75	31.59	32.02	32.44	33.28	34.13	34.98	35.82

McLaren Lapeer Year 5											
Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	13.65	14.06	14.47	14.88	15.29	15.49	15.70	16.11	16.52	16.93	17.33
2	14.48	14.91	15.34	15.78	16.21	16.43	16.65	17.08	17.52	17.95	18.38
3	15.36	15.82	16.28	16.74	17.21	17.44	17.67	18.13	18.59	19.05	19.51
4	16.27	16.76	17.25	17.74	18.22	18.47	18.71	19.20	19.69	20.18	20.66
5	17.24	17.76	18.27	18.79	19.31	19.57	19.83	20.34	20.86	21.38	21.89
6	18.45	19.00	19.56	20.11	20.66	20.94	21.22	21.77	22.33	22.88	23.43
7	19.75	20.35	20.94	21.53	22.12	22.42	22.72	23.31	23.90	24.49	25.09
8	21.14	21.77	22.41	23.04	23.67	23.99	24.31	24.94	25.58	26.21	26.84
9	22.62	23.29	23.97	24.65	25.33	25.67	26.01	26.69	27.37	28.04	28.72
10	24.18	24.90	25.63	26.35	27.08	27.44	27.80	28.53	29.25	29.98	30.70
11	25.89	26.67	27.44	28.22	29.00	29.39	29.77	30.55	31.33	32.10	32.88

McLaren
 Flint 0.05%
 Year 6 Effective October 2021

Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	14.98	15.43	15.88	16.33	16.78	17.00	17.23	17.67	18.12	18.57	19.02
2	15.87	16.35	16.82	17.30	17.77	18.02	18.25	18.73	19.20	19.68	20.16
3	16.83	17.34	17.84	18.35	18.85	19.11	19.36	19.86	20.37	20.87	21.38
4	17.83	18.36	18.90	19.43	19.97	20.24	20.50	21.04	21.57	22.11	22.64
5	18.89	19.46	20.03	20.59	21.16	21.44	21.73	22.29	22.86	23.43	23.99
6	20.22	20.82	21.43	22.04	22.64	22.95	23.25	23.86	24.46	25.07	25.68
7	21.63	22.28	22.92	23.57	24.22	24.55	24.87	25.52	26.17	26.82	27.47
8	23.15	23.84	24.54	25.23	25.93	26.28	26.62	27.32	28.01	28.71	29.40
9	24.75	25.49	26.23	26.98	27.72	28.09	28.46	29.20	29.95	30.69	31.43
10	26.49	27.29	28.08	28.88	29.67	30.07	30.47	31.26	32.06	32.85	33.64
11	28.35	29.20	30.05	30.90	31.75	32.18	32.60	33.45	34.30	35.15	36.00

McLaren
 Lapeer
 Year 6

Range #	Minimum					Mid					Maximum
	1	2	3	4	5	-	6	7	8	9	10
1	13.72	14.13	14.54	14.95	15.36	15.57	15.78	16.19	16.60	17.01	17.42
2	14.55	14.98	15.42	15.86	16.29	16.52	16.73	17.17	17.60	18.04	18.48
3	15.44	15.90	16.36	16.83	17.29	17.53	17.75	18.22	18.68	19.14	19.61
4	16.35	16.84	17.33	17.82	18.31	18.56	18.81	19.30	19.79	20.28	20.77
5	17.33	17.85	18.37	18.89	19.41	19.67	19.93	20.45	20.96	21.48	22.00
6	18.54	19.10	19.66	20.21	20.77	21.05	21.32	21.88	22.44	22.99	23.55
7	19.85	20.45	21.04	21.64	22.23	22.53	22.83	23.43	24.02	24.62	25.21
8	21.24	21.88	22.52	23.15	23.79	24.11	24.43	25.07	25.70	26.34	26.98
9	22.73	23.41	24.09	24.77	25.46	25.80	26.14	26.82	27.50	28.18	28.87
10	24.30	25.03	25.76	26.48	27.21	27.58	27.94	28.67	29.40	30.13	30.86
11	26.02	26.80	27.58	28.36	29.14	29.54	29.92	30.70	31.48	32.27	33.05

APPENDIX B

THIS LETTER OF AGREEMENT is between **McLaren Flint** (the "Employer") and the **American Federation of State, County, and Municipal Employees Council 25, Local 2818** (the "Union").

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement in effect through May 3, 2015.

WHEREAS, the Employer anticipates that bargaining unit seniority employees eligible for retirement may choose to retire under this collective bargaining agreement, as a result of the pension plan freeze.

NOW, THEREFORE, the Employer and the Union agree as follows:

1. McLaren Flint Skilled Maintenance employees 61 years or older with 40 or more years of service as of the date of ratification of the collective bargaining agreement, who provide sixty (60) days' notice and retire by June 30, 2017 will receive a lump sum payment of \$10,000. The amount will be grossed up for tax purposes.
2. Flint Skilled Maintenance employees opting to retire under this LOU will be not be eligible to also receive the Payment Upon Retirement as outlined in Article 36, Section P.
3. Unless expressly stated, this agreement does not modify the terms of the collective bargaining agreement, which remain in full force and effect.
4. This agreement applies only to those bargaining unit employees who give 60 days' notice and retire by June 30, 2017.
5. This agreement may not be amended except by another written agreement signed by the Employer and the Union.
6. This agreement shall become effective following execution (signature) by each of the parties and upon ratification of the new collective bargaining agreement.
7. This agreement is not precedent setting and may not be cited as precedence or referenced in future matters involving lump sum payments.

For the Union:

Shawndrica Simmons
Shawndrica Simmons, Representative
AFSCME COUNCIL 25
Dated: 2/24/17

For the Employer:

Rachelle Hulett
Rachelle Hulett, VP of Human Resources
MCLAREN FLINT
Dated: 1/20/17

APPENDIX C

ARTICLE 32. RETIREMENT/PENSION PLAN ADDENDUM

The parties tentatively agree to the Employer's August 3, 2016 proposal as amended 12/19/2016, and 1/20/2017, with the addition of offering a \$500 lump sum bonus for each full year of service for the following bargaining unit members:

Gordon Lawrie
Rob Oakes
Dale Farney
Richard Graham.

A \$250 lump sum bonus for each full year of service for the following bargaining unit member:

Al Hardy.

Lump sum bonus is payable in the April 7, 2017 paycheck which is the first pay following the plan freeze.

APPENDIX D
PAY GRADES

PAY GRADE	PAY SCALE CODE	JOB TITLE
SM 1	G6A001/L6A001	MAINTENANCE WORKER
SM 2	G6A002/L6A002	
SM 3	G6A003/L6A003	
SM 4	G6A004/L6A004	GROUPS MECHANIC
SM 5	G6A005/L6A005	MAINTENANCE MECHANIC PAINTER
SM 6	G6A006/L6A006	SR MAINTENANCE MECHANIC SR PAINTER
SM 7	G6A007/L6A007	CARPENTER
SM 8	G6A008/L6A008	BOILER OPERATOR BIO MED TECH (NON-CERTIFIED) HVACR TECH PLUMBER SR CARPENTER
SM 9	G6A009/L6A009	SR HVACR TECH SR PLUMBER
SM 10	G6A010/L6A010	ELECTRICIAN BIO MED TECH (CERTIFIED)
SM 11	G6A011/L6A011	SR ELECTRICIAN

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