

A G R E E M E N T

between

MCLAREN BAY REGION

Bay City, Michigan

and

UNITE HERE!
LOCAL UNION #24

Bay City, Michigan

Agreement Executed February 25, 2021

through

February 24, 2023

INTRODUCTION

The Administration of McLaren Bay Region recognizes the important role that the employees play in achieving the goal to which the Administration and the employees are both dedicated; namely, providing quality patient care to the people of this community at a reasonable cost. The achievement of that goal is vital to all concerned--vital to the Administration, to the employees, to the patients, and to the people of the community.

The basic interests of the Administration and the employees are the same. It is conceivable that both may have different ideas on various matters affecting their relationship. The Administration of McLaren Bay Region is convinced there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

The Medical Center is an equal opportunity employer and is guided by State and Federal hiring laws. All applicants are given a chance to discuss their qualifications with the Human Resources Department Staff. However, the decision as to who shall be hired is the prerogative of the Administration.

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AGREEMENT

* * * * *

THIS AGREEMENT made and entered into this 25th day of February, 2021, by and between MCLAREN BAY REGION, 1900 Columbus Avenue, Bay City, Michigan 48708, hereinafter referred to as "Medical Center", and the CATERING INDUSTRY, HOSPITAL WORKERS, AND BARTENDERS UNION LOCAL 24, a Member of the UNITE HERE! International Union, hereinafter referred to as the "Union".

NOW, THEREFORE, said parties do hereby agree, as follows:

ARTICLE I(1)

RECOGNITION

The Medical Center recognizes the Union as the sole and exclusive bargaining representative for the Aides-Environmental Services, Aides-Dietary, Cooks, Custodians, Laboratory Assistant II, Sterile Processing Technicians, Storekeepers - Support Services, Maintenance Workers, Maintenance Mechanics, Maintenance Mechanic Sr., Electricians, Plumbers, Carpenters, HVAC Technicians, Painter, Nurse Assistants, Nursing Service Clerks, Aides-Rehabilitative Services, Transporter, Cardiac Care Associates (CCAs), Endo/Minor Procedures Care Associates (EPCAs), Patient Care Associates (PCAs), OB Care Associates (OBCAs), and Surgical Support Associates (SSAs) at McLaren Bay Region with respect to rates of pay, wages, hours, and other conditions of employment; but excluding all Directors, Supervisors, Professional, Technical, Clerical, and Security Employees, and all other employees.

The Employer agrees not to enter into any Agreement or Contract with any employee, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE 2

UNION MEMBERSHIP AND SECURITY

Section 1. All employees of the former General Division of Bay Regional Medical Center who were employees thereof immediately prior to its closing and who were covered by this Agreement who are members of the Union in good standing in accordance with its constitution and bylaws, and all employees who become members after that date may maintain their membership in good standing for the duration of this Agreement, as indicated in paragraph E, below.

- A. All new employees hired during the life of this Agreement may, on the 31st day calendar of employment, become and remain members of the Union in good standing, as indicated in paragraph E, below.
- B. All those employees who were employed by the Samaritan Hospital immediately prior to the merger of Bay Regional Medical Center and the Samaritan Hospital are not included in the provisions requiring membership in the Union as a condition of employment.
- C. All those employees who were employed by the Mercy Memorial Division immediately prior to the merger of Mercy Memorial Division and the General Division who were not and who are not now members of the Union are not included in the provisions requiring membership in the Union as a condition of employment.
- D. The language in Article 2, Section 1, A, B, and C is not to be interpreted in any manner as prohibiting the employees referred to in Article 2, Section 1, A, B, and C from voluntarily becoming members of the Union at any time. However, they may choose to discontinue membership in the Union, as indicated in paragraph E, below.
- E. All eligible employees employed by the Medical Center shall have the right to join or not join the union. The Medical Center agrees to provide a list of new hires, terminations and transfers into the bargaining unit on a monthly basis.
- F. McLaren Bay Region will not interfere with, restrain, or coerce employees because of membership of lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.
- G. The Union agrees that its agent's officers or members will not intimidate or coerce any employee in respect to his right to work, or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues except on the employee's own time.
- H. McLaren Bay Region and the Union agree to cooperate in corrective action for violations of this Section.

ARTICLE 3

PAYROLL DEDUCTION FOR UNION DUES

Section 1.

- A. All eligible employed employed by the Medical Center shall have the right to join or not join the union. The Medical Center agrees to deduct from those Union member's pay who have agreed to dues deduction authorization, the Union membership dues, initiation, reinstatement fees and other special fees in accordance with the Union's Constitution and By-Laws. Such fees and dues shall be split in half and deductions shall be deducted from the first two pay periods in the month and sent electronically to the designee of the Union. The following information for active bargaining unit employees' shall be furnished monthly in an Excel sheet or other electronic form.
- i. Employee Name (first, middle, and last)
 - ii. Full Social Security Numbers
 - iii. Start date, seniority date, employee ID number, department, classification, status (full-time/part-time/seasonal)
 - iv. Wage rate, budgeted hours
 - v. Address, city, state, zip, code, phone number, email address, gender, and birthdate
 - vi. For bargaining unit employees on active continuous Leave of Absence, last date worked before leave and first date of return to work
 - vii. Termination date for bargaining unit employees who were separated
- B. In order for dues and fees to be deducted, the Union shall furnish and obtain from each of its members, and the Union's designee shall deliver to the Medical Center, a signed copy of a written authorization for the said deductions of dues and/or other fees on the Union's standard form for this purpose -- the same to be subject to the approval of the Medical Center. Such form shall comply with any applicable requirements of State or Federal law. The Medical Center shall check off and will make the check-off deduction only if the employee has enough pay due to cover it and the Medical Center will not be responsible for refunds to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- C. The Union shall refund to the employee Union dues, initiation fees, or reinstatement fees erroneously deducted by the Medical Center and paid to the Union. The Medical Center's remittance to the Union shall be deemed correct two (2) calendar weeks after it is received by the union, unless within that period, the Union's designee gives written notice to the Medical Center that it believes the remittance to be incorrect with the reason stated for that belief as well as proof of receipt of remittance. If the Medical Center's Vice President of Human Resources and the Union's designee are unable to resolve any such matter, the matter may be submitted to the Grievance Procedure.
- D. Employees who do not receive a paycheck during the pay period in which the dues are deducted will not have dues deducted. The Administration will deduct the back dues from the employees' pay checks not more than once each six (6) months if the Union advises the Administration that the back dues have not been paid by the employees and proper authorization from the employees accompany said request.

- E. The Union shall hold the Medical Center harmless for any and all claims that may be asserted against the Medical Center as the result of any dues deductions made in accordance with this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Medical Center retains the sole right, and shall have a free hand, to manage and operate its Medical Center and business; to maintain order and efficiency in its operation; to hire, layoff, assign, transfer, and promote employees; to establish training programs; to exercise control of all its properties and equipment; to install, streamline, modify, or change methods of operation, "work schedules" and equipment; to reprimand, discipline, suspend, layoff, and discharge employees for cause. The Medical Center shall have the right to establish and post reasonable work rules, subject to the Union's right to question same through the Grievance Procedure when the same are enforced. Should the Medical Center, in the exercise of its rights under this Article, take action inconsistent with any of the provisions of this Agreement, the Union may resort to the Grievance Procedure.

Section 2. The parties hereto recognize the importance and necessity of courtesy to the Medical Center's patients and that information concerning any patient of the Medical Center or his family shall be considered and treated as confidential. Any disclosure of confidential information by an employee which is not made in the course of the employee's duty to the Medical Center shall be regarded as a breach of duty by the employee and may be treated as a cause for discipline up to and including his immediate discharge. Any employee who knowingly assists in or allows such unauthorized disclosure shall be subject to discipline up to and including immediate discharge.

ARTICLE 5

SENIORITY

Section 1. Purpose: The purpose of the Article is to define and describe the seniority provisions which govern the seniority status of the employees within the bargaining unit.

Section 2. Definition: Seniority is defined as the length of an employee's continuous employment by the Medical Center measured from the most recent date of hire. However, because some employees work a much greater number of hours than others, in order to establish seniority on a basis of fairness and equity for all, effective January 1, 1981, the following formulas will be used to determine the hospital-wide seniority of all the bargaining unit employees:

The hospital-wide seniority date of all those employees who were hired prior to 12-31-77 and whose employment has been uninterrupted since then is the hospital-wide seniority date they held as of 12-31-77. From January 1, 1978 forward, the hospital-wide seniority will be calculated by using the seniority date as of 12-31-77 plus all the hours they worked since that date.

The hospital-wide seniority date of all employees hired after 12-31-77 shall be calculated by using their most recent date of hire plus all the hours they worked since their most recent date of hire.

Effective 12-17-89 forward, the hospital-wide seniority will be calculated by adding hours paid rather than hours worked.

Section 3. All bargaining unit employees acquire seniority after satisfactorily completing the ninety (90) calendar day probationary period, retroactive to the most recent date of hire.

Section 4. When an employee acquires seniority, his name shall be placed on the seniority list for his noninterchangeable classification group in the order of his seniority. Where two or more employees have the same seniority, they shall be listed on the seniority list alphabetically by last names "A" through "Z".

Section 5. Seniority for purposes of layoff and recall shall be by noninterchangeable classification groups within departments and an employee laid off in one classification shall only be able to exercise seniority over the most junior employee within his classification providing he has the skill and ability to do such work; PROVIDED, however, that employees who are laid off shall be offered available employment in bargaining unit classifications in other departments, consistent with their ability, before new, inexperienced employees are hired.

Section 6. The employee's Medical Center seniority shall accumulate continuously from the employee's seniority date established at the time seniority was acquired in accordance with the provisions of Section 3 above, and until terminated by any of the circumstances enumerated below:

All seniority shall be terminated:

- A. On the date an employee is discharged for just cause.
- B. On the date an employee voluntarily quits.
- C. If an employee fails to report for work either three (3) consecutive scheduled work days or all his scheduled work days in a week, whichever occurs first, after receiving notice of recall from layoff as provided for in the layoff and recall provisions.
- D. If an employee is laid off for any reason for a period of time equal to the lesser of the length of time of his seniority at the time of layoff or eighteen (18) months.
- E. If he fails to report for either three (3) consecutive scheduled work days or all his scheduled work days in a week, whichever occurs first, without notifying the Medical Center with a reasonable excuse, as determined by the Medical Center.
- F. If he fails to report for work after the expiration of a leave of absence.
- G. If he takes up other employment or attends classes during his leave of absence without approval of the Vice President of Human Resources.
- H. If he accepts sick pay benefits for which he is not eligible or for which he is not qualified.
- I. If he retires.
- J. If he accepts a job and transfers outside the bargaining unit.
- K. Is absent on account of disability, including a disability compensable under the worker compensation laws, for a period of one (1) year. This time period may be extended by agreement in writing between the Medical Center and the Union.

It is the employee's responsibility to seek extension of the one (1) year time period prior to extension of the one (1) year.

Section 7. Any person whose seniority has been terminated but who later is re-employed by the Medical Center shall be entitled to the following:

- 1) If the length of the previous regular employment of the rehired employee is equal to or greater than the applicable benefit waiting (eligibility) period, the benefit will be available on the first of the month after the date of rehire. Otherwise, the employee will be required to meet the eligibility period(s).
- 2) Paid time off (PTO) accrual rates will be re-established to where they were when the employee left previously, and the accrual will begin the first of the pay period following

successful completion of the probationary period, which any re-hired employee will be required to complete. PTO hours accrued are available for use in the pay period after the pay period in which they were accrued.

These considerations are made provided that the former employee's personnel file indicates that he is eligible for rehire, that he had been employed at the Medical Center for at least six (6) months, and is rehired within one (1) year or less of his date of termination. The time an employee is gone from the Medical Center for purposes of reinstatement cannot exceed one (1) year and cannot exceed their total length of service.

A new seniority date shall be established as of the date of such re-employment, in accordance with the provisions of Section 3, above.

Section 8. When two or more employees are transferred into a noninterchangeable classification group, their classification seniority, as to each other, shall be determined by their Medical Center seniority.

Section 9. Classification seniority is defined as the length of an employee's continuous service within one of the classifications in the bargaining unit and is calculated by using the same method used to calculate hospital-wide seniority (see Section 2 above) and substituting "the most recent date of entry into the classification" for "the most recent date of hire".

Section 10. An employee's classification seniority shall accumulate continuously from the date first employed in such classifications. Classification seniority shall be maintained when an employee is transferred to another classification, provided that such employee's original classification seniority shall continue to accrue for forty-five (45) calendar days to permit a trial period in a new classification. If such transfer is terminated during the forty-five (45) day period, the original classification seniority shall continue to accrue. If the employee is retained in the new classification, his seniority in that classification will date from the date of the transfer. His seniority in the classification from which he transferred will be frozen.

Section 11. When an employee's classification seniority has been frozen, and he is later employed in the same classification, the original classification seniority shall be re-established adjusted for the time worked in another classification.

Section 12. The Medical Center will furnish the Union a current list of bargaining unit employees which shall include the employees' names, dates of hire, and classification seniority dates. Classification seniority lists will be posted and revised quarterly during the year. If no protest as to the correctness of the seniority list is made by the Union within fourteen (14) days from the date of posting or updating, the list shall be considered as correct and shall be used by the Medical Center for all purposes. The Medical Center agrees to notify the Union monthly of permanent new hires listing name, date of hire, hours scheduled, and classification; and also, to notify the Union of transfers out of the bargaining unit, leaves of absence, terminations and dates of termination.

Section 13. Any employee, who is offered and accepts employment at the Medical Center, who had been employed in a comparable represented position (See Article I) at another McLaren Health Care Corporation subsidiary, will have the following rights:

- A. The employee will be eligible for the benefit program at the Medical Center; all applicable waiting periods will be waived if the transferring employee's seniority is greater than the Medical Center's benefit eligibility periods.
- B. Transferability of vesting credit under a pension plan of McLaren Health Care will be governed in accordance with the Medical Center's pension plan.
- C. Transferability of PTO hours (i.e., vacation, personal, sick) to the PTO bank at the Medical Center, subject to maximum accruals.
- D. The employee's wages will be determined in accordance with the usual criteria applied by the Medical Center.
- E. The employee will be required to begin paying union dues the first of the month following his transfer to the Medical Center.
- F. The employee will be entitled to these rights if the subsidiary company from which he transferred reciprocates on the above-cited issues. If no reciprocity exists at the subsidiary, the employee is not entitled to the above-cited rights.

ARTICLE 6

PROBATIONARY PERIOD PROGRAM

Section 1. The probationary period for all employees is the first ninety (90) calendar days. Employees become benefit-eligible following the completion of ninety (90) calendar days but can be terminated at any time during the probationary period for any reason and such discharge shall not be subject to the arbitration provisions of this Agreement.

Section 2. Probationary employees do accrue Paid Time Off (PTO) hours during the initial probationary period, and are available to use after the completion of the ninety (90) calendar day probationary period.

Section 3. In order to judge employees fairly, each probationary employee may be evaluated after the first forty-five (45) calendar days. The employee shall have the opportunity to read and sign his evaluation and discuss it with his supervisor or Director. The form will be forwarded to the Human Resources Department for review and filing. Immediately prior to the end of the probationary period, the employee will be re-evaluated and will again have the opportunity to read and sign his evaluation and discuss it with his supervisor or Director. If the Employee's performance is unsatisfactory during the probationary period, then the Employer reserves the right to extend the Employee's probationary period for an additional period not to exceed thirty (30) days. The Employer will provide the Union with discussion and advance notice of such extensions. The form will be forwarded to the Human Resources Department for review and filing.

Notwithstanding the above paragraph, a probationary employee may be terminated from employment at any time during the probationary period for any reason and such discharge shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 7

REPRESENTATION

Section 1. For the purposes of representation in the Grievance Procedure, the Medical Center recognizes the Union Grievance Committee to be the Stewards. If more than one Steward is in a department, the Steward whose own shift is involved in the grievance shall be the Steward to handle same and the Chief Steward shall be included in the grievance meeting beyond Step 1. The Union shall designate the following Stewards, one of whom shall be the Chief Steward:

Support Services	3	Maintenance	1
Nursing Service	4*	Rehabilitative Services, Diagnostic Imaging, Laboratory, Special Diagnostics	1

*One of whom is assigned to an off shift.

When departmental stewards are absent due to union business, the hours lost will be credited as HC hours, provided they do not exceed five (5) days per calendar year and, further provided, that hours actually worked and HC hours do not exceed scheduled hours as reflected in the Human Resources records.

Shift Stewards may be designated by the Union. Such Stewards will channel grievances through the Department Stewards.

Up to six (6) members of the Negotiating Committee, who have completed their probationary period, will be reimbursed for time lost due to meetings with the Administration during contract negotiations. The reimbursement is to be based on the following formula:

The Administration will pay up to six (6) members of the Negotiating Committee for the first three negotiating sessions, the Union will pay them for the fourth meeting, the Administration for the fifth and so on; alternating until the negotiations have been concluded or until the current Agreement expires.

It is understood that this provision refers solely to negotiating a new Agreement and not to any other meetings with the Administration.

Section 2. The Steward, when acting in his official capacity, will be paid by the Medical Center at his regular straight time hourly rate for working time necessarily and reasonably lost by him in the presentation of grievances in accordance with the Grievance Procedure. The Medical Center will not pay any Steward or other Union representative for time spent on proceedings if they do not take place on the Medical Center premises. The Steward shall not be paid by the Medical Center for any time spent in any Union function beyond his normal scheduled work day nor for any time spent in collective bargaining during or after his normal scheduled work day. When necessary in processing

a grievance, a Steward may leave his work station to confer on same with the Chief Steward; PROVIDED, HOWEVER, the Steward must obtain permission of his immediate supervisor before leaving his work station and must report back to his immediate supervisor when returning.

Section 3. The Union will notify the Human Resources Department in writing of the names of all Union officers and Stewards and the Medical Center will only recognize those persons named upon the latest lists so furnished. No employee may serve as Steward in any of the classifications listed in Section 1 above, until he has completed his probationary period.

Section 4. The Department Steward or Chief Steward will be allowed to leave his regular job for the presentation of a grievance in accordance with the Grievance Procedure provided he secures the consent of his supervisor first.

Section 5. After a grievance has reached Step 3 or Step 4, non-employee representatives of the Union shall be allowed to enter the Medical Center premises in connection with the Grievance Procedure or administration of the Agreement after giving prior notification to the Human Resources Department.

Upon notice to and permission by Vice President-Human Resources or their designee, authorized Union Representatives may be permitted to visit the premises of the Medical Center during approved hours for the purpose of conducting Union business in areas designed by approval. Permission may not be unreasonably withheld. The Union Representatives shall not distract, contradict or interfere with the operations of the Medical Center at any time. Union business will not be conducted on work time or in patient care areas.

Section 6. The Medical Center will provide a meeting room for union membership orientation at the time of New Employee General Orientation. Union Membership Orientation will occur during the monthly New Employee General Orientation or during any additional new hire orientation meetings. New Employee General Orientation will occur on the second day of the monthly orientation meeting at 7:30 a.m. for 30 minutes in each month on which at least one employee is hired. Up to two union representatives and those newly-hired employees who are on duty will be authorized to attend this meeting without loss of pay.

ARTICLE 8

GRIEVANCE PROCEDURE

A grievance is limited to matters of interpretation or application of this Agreement.

- A. It is the intent of the parties that the Grievance Procedure set forth shall serve as the means for a peaceful, efficient settlement of all disputes pertaining to interpretation or application that may arise between them without any interruption in the normal operation of the Medical Center.

It is intended that most cases can be satisfactorily resolved at the initial step. The four steps are as follows:

Step 1. The employee involved shall discuss the issue with his immediate supervisor. If the employee requests, a Steward may be present and if the supervisor requests, the Vice President of Human Resources or his designee may likewise be present. If it cannot be resolved, it may be processed to Step 2 within seven (7) days.

Step 2. Union. Employee and/or Steward (not to exceed two). If not settled to grievant's satisfaction, it must be reduced to writing and processed to Step 3 within seven (7) days.

Medical Center. Director or his designee (not to exceed two), and the Vice President of Human Resources or his designee.

Step 3. Union. Employee, Steward or authorized Union representative (not to exceed three).

Medical Center. Director, Vice Presidents and/or their designees (not to exceed three).

Step 4. If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Medical Center in writing twenty-one (21) days after the receipt of the Medical Center's answer in Step 3.

At any of the above Steps the participating group may be enlarged by mutual consent. The term "days" shall mean calendar days excluding Saturdays, Sundays and holidays.

- B. 1. The Medical Center shall make written disposition of all grievances starting with Step 2 within ten (10) days after such submission. The time limit may be extended by mutual agreement.

2. Grievances shall be processed from one step to the next in the Grievance Procedure by the employee and/or authorized Union representative. Any grievance upon which disposition is not made by the Medical Center within the prescribed time limit shall automatically be moved to the next step of the grievance procedure.
 3. Grievances by the Union must be filed and processed within respective time limits and according to the procedure set forth in this Article.
 4. In any event, no grievance shall be processed based upon facts or events which have occurred prior to seven (7) days before the grievance is filed unless agreed to by both parties.
 5. A grievance may be started at any of the four (4) steps of the Grievance Procedure with written mutual consent by the parties.
- C. Starting with Step 3 of the Grievance Procedure outlined above, the following information shall be recorded:
1. The facts involved in the grievance.
 2. Either the solution arrived at in the grievance meeting, or, if no agreement is reached, both parties shall enter a statement of their positions. After these statements have been exchanged, if new evidence is obtained seven (7) days prior to arbitration either party may refer the grievance back to Step 3. New evidence obtained less than seven (7) days before the arbitration may not be introduced at the hearing unless earlier submission of the new evidence has been given to the other party.
 3. The form shall be signed by the representative of each party in each grievance level. The fact that the grievance form is signed means an acknowledgment of discussion, not necessarily a settlement.
 4. Dates of processing and disposition as required by the various steps.

ARTICLE 9

ARBITRATION

Section 1. Grievances arising between the parties which cannot be settled through the Grievance Procedure may be submitted to arbitration as follows:

Within twenty-one (21) calendar days after completion of Step 3 either party may request to submit the dispute to arbitration and the parties shall endeavor to mutually agree upon an arbitrator. In the event the parties fail to agree within such period upon an arbitrator, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. If the parties fail to select an arbitrator from this list, the FMCS shall be requested to submit a second list, from which the parties shall select the arbitrator. If the parties again fail to select an arbitrator from the second list, the parties shall strike names from the list until only one name remains, who shall be the arbitrator. The first strike shall be determined by lot. The grievance shall be submitted for arbitration in accordance with the rules of the American Arbitration Association. The expenses of the arbitration and the arbitrator shall be borne equally by the parties. Each party will bear any other expenses incurred in the conduct of its case.

Section 2. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement. He shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

When claims for back wages are allowed either by the Administration or the arbitrator, such back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Medical Center during the period as above defined less the following:

All worker's compensation and unemployment compensation received by the employee, provided the Medical Center is self-insured for such compensation.

Section 3. The findings and decisions of an arbitrator, as outlined above, shall be binding upon the parties.

Section 4. If the grievance concerns disciplinary action resulting from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

ARTICLE 10

LEAVES OF ABSENCE

A. ELIGIBILITY

Employees who have acquired Medical Center-wide seniority in accordance with Article 5 Seniority are eligible to apply for a leave of absence, unless otherwise indicated.

B. TYPES OF LEAVES

1. Disability Leave (including Maternity)
2. Compensable Disability
3. Personal Leave
4. Bereavement Leave
5. Educational Leave
6. Jury Duty Leave
7. Military Leave
8. Union Leave
9. Family Leave

C. GENERAL CONDITIONS FOR LEAVES OF ABSENCE

1. With the exception of Jury Duty, Bereavement Leaves, and Union Leaves, all requests for a leave of absence must be submitted through a third party leave administration company, as determined by the Medical Center.
2. The Employee will keep the third party leave administration company and the Medical Center informed of any change of the Employee's employment status or condition.
3. The employee does not request or use any type of leave for the purpose of seeking or securing work elsewhere, except, subject to the following provision, in an existing employment outside the Medical Center. When an employee requests a leave of absence, the employee must notify the Medical Center of any existing employment relationship outside of the Medical Center. The employee will be able to continue existing employment outside of the Medical Center if it is determined that the restrictions for which a disability leave is taken do not apply to the employee's employment outside of the Medical Center. The employee will be unable to continue existing employment outside of the Medical Center if it is determined that the restrictions for which a disability leave is taken also apply to the existing employment outside of the Medical Center.

4. Benefit eligibility is contingent upon the type of leave and the duration of that leave. Reference is made in Appendix I of this Agreement relative to benefit eligibility.
5. When possible, requests for extensions of leaves will be made to the third party leave administration company no later than two (2) weeks prior to the expiration of the leave or if the leave is less than two (2) weeks a request for an extension will be made to the third party leave administration company at least three (3) days prior to the expiration date of the leave.
6. An Employee will be entitled to return to work before the expiration of a leave as long as the Medical Center consents to an early return.
7. Failure to comply with the provisions of this Article will be considered a voluntary termination of employment.
8. The third party leave administration company will review requests for leaves of absence considering the nature of the leave and the needs of the Medical Center. Requests for leaves of absence will not be arbitrarily denied.
9. The Employee will receive notification of the disposition through the third party leave administration company of the requested leave at least five (5) days prior to the leave date, (educational leave - at least fifteen (15) days after receipt of the request) when possible, with the exception of Jury Duty and Bereavement Leaves.
10. The Employee will contact the third party leave administration company in advance of his availability to return to work and his Manager will attempt to return the Employee within two (2) weeks to his former position in accordance with Section D. 1., c., or to a position for which he is qualified.

D. Leave of Absences regarding FMLA, Non-FMLA, Jury Duty, Military Leave -These types of leave of Absences shall be governed in accordance with MHC HR 0340 Unpaid Leaves of Absences – FMLA & Non-FMLA Medical Leaves, Jury Duty Leave, Military Leave and Other Personal Leaves policy, and MHC HR 0325 Jury Duty.

1. DEFINITIONS

- A. “Child” includes the employees’ biological, adopted, foster or step-child; a legal ward; or child to whom the employee is in loco parentis (stands in place of the parent). Most leaves required a “child” to be a minor with the exception of qualify exigency leave under the Family Medical Leave Act (FMLA) or when an employee services as a caregiver/guardian to adult child unable to care for him/herself because of a disability.
- B. “Leave of Absence” is any FMLA leave, any other leave extending three (3) days or longer or leave which may be provided as an accommodation.
- C. “Parent” includes a biological, adoptive, foster or step-parent; or, anyone in loco parentis (acted as an employee’s mother/father when the employee was a child.
- D. “Spouse” includes same -sex partners if married in a state recognizing such marriage.

- E. “Time-Off” means any absence from work, or inability to work the employee’s scheduled work hours.

2. POLICY

MHCC provides time-off and leave to eligible employees, as required by law including as required by the FMLA, Uniformed Services Employment and Reemployment Rights Act (USERRA), jury/witness duty, or as may be required as a reasonable accommodation under the Americans With Disabilities Act (ADA) or similar laws. To the extent the laws or an applicable collective bargaining agreement provides greater rights than set forth in this policy. MHCC shall provide leave pursuant to the provision offering greater rights to employees. Employees must follow MHCC’s Attendance and General Conditions for Any Time-Off or Leave policy with respect to any time-off or leave request. Further, the following conditions apply.

A. Pay and Benefits During any Leave of Absence/Time-Off

If an employee has unused Paid Time-Off (PTO), he/she may be required to use PTO. See the PTO article for policy for further details. Otherwise, leave will be unpaid, the employee placed on “inactive” status, and the employee will not accrue or qualify for benefits during such leave (e.g., PTO seniority, etc.).

MHCC will continue health insurance under the same conditions as if an employee were working for (1) any FMLA leave; (2) any period of leave where PTO runs concurrently; and (3) any medical leave for which the employee qualifies and received benefits under MHCC’s short-term disability (STD) plan. Otherwise, MHCC provides health insurance during any unpaid leave only until the end of the calendar month following the employee’s 30th day of unpaid leave. Thereafter, employees’ continuation of health care benefits will be subject to COBRA.

B. Family Medical Leave Act (FMLA) Leave

MHCC provide time-off to all eligible employees in compliance with FMLA. An employee is eligible for FMLA if he/she has work: (1) for MHCC for at least twelve (12) months at a time leave starts (need not be consecutive and work at any MHCC subsidiary is considered); and (2) At least 1,250 hours in the 12 months immediately preceding FMLA start-date (only actual hours worked are considered).

For covered service member leave, employees are provided with a combined total of 26 week of leave for any FMLA-qualifying reasons during the single 12-month period. Otherwise, employees are provided up to 12 weeks of FMLA leave in a “rolling” 12-month period which means HCC counts 12 months backwards from any FMLA start date, and the employee’s available allotment is generally 12 weeks minus FMLA time used over the 12-month lookback period (or 26 weeks, where applicable).

1. Serious Health Condition

Generally, a “serious health condition” means an illness, injury, impairment or physical or mental condition that involves either:

- An overnight stay in a hospital, hospice, or residential medical facility and related incapacity/subsequent treatment.
- Absence from work for than three (3) consecutive calendar days and related to continuing treatment by or under the supervision of a healthcare provider.
- Continuing treatment by or under the supervision of a health care provider for a chronic or long-term/permanent health condition that is either incurable or would likely result in the employee being incapacitated for more than three (3) calendar days if left untreated; or
- Any period of incapacity due to pregnancy, birth of a child, or for prenatal care.

2. Intermittent and Reduced Schedule Leave

FMLA leave may be taken continuously, or intermittently or on a reduced schedule. MHCC tracks such time in six-minute increments (or 10th of an hour) for military-related leave or when medically necessary. Employees must reasonably attempt to schedule FMLA leave for planned medical treatments to avoid disruption or burden to MHCC (e.g., try to schedule treatments before/after work or on days off, when possible).

3. Employee Notice Obligations

For qualifying exigency leave (e.g., certain military related leave under the FMLA), employees must provide notice as soon as practicable (even if more than 30 days before anticipated leave).

For all other foreseeable leaves, employees must provide at least 30 days’ advance notice when able, otherwise as soon as practicable under the circumstances (typically, within two working days). Absent unusual circumstances, MHCC expects notice to be provided to BOTH: (1) MHCC – unless otherwise specified by a subsidiary or department, employees must notify the staffing office and/or Department Manager; and (2) the FMLA Third Party Administrator.

4. Medical and Active Duty Certifications and Other Documents

After employees request FMLA, MHCC or its administrator may require employees to provide:

- Medical certification to confirm employees’ or family members’ serious health conditions;
- Active duty certifications to confirm spouse, partner or child is call up for or is on active duty in Armed Forces;
- Other documents to confirm a qualifying family relationship (e.g., foster care/adoption documents).

Requested certification must generally be provided within 15 calendar days from when the employee received the request. Employees will be notified in writing of when additional information is needed if a certification is incomplete/insufficient and must provide the updated information within seven (7) calendar days.

If MHCC or its FMLA administrator doubts an initial medical certification of a serious health condition, employees may be required to provide a second (2nd) independent medical opinion at MHCC's expense. If the first (1st) and second (2nd) opinions differ, MHCC or its administrator may require, at MHCC's expense, a third (3rd) opinion from a jointly selected provider. The third opinion is final and binding.

For certifications extending beyond a year, annual certifications may be requested in connection with an absence in the new 12-month periods. The 2nd or 3rd opinion, authentication, or clarification processes may apply.

Recertifications may also be requested every six (6) months when in connection with an absence or sooner (but no more often than 30 days) if the employee requests a leave extension, the circumstances of the prior certification have changed significantly, or MHCC has reason or doubt the employee's stated reason for absence or the continued validity of the existing medical certification (e.g., a pattern of Monday/Friday absences).

In certain cases, MHCC may require additional information to authenticate and/or clarify a medical certification/recertification from the employee directly or from his/her health care provider.

MHCC requires fitness-for-duty certifications at the end of an employee's leave as a condition of returning to work.

If an employee is unable to meet the 15-day or 7-day deadline due to circumstances beyond his/her control, MHCC will provide additional time as determined appropriate under the circumstance. A health care provider may request the employee's written authorization to authenticate or clarify information or require additional information from the employee for a second or third opinion process.

In certain cases, MHCC may require additional information to authenticate and/or clarify a medical certification from the employee directly or from his/her health care provider. A health care provider may request the employee's written authorization to authenticate or clarify such information or require additional information for a second or third opinion.

MHCC may delay FMLA leave for foreseeable leaves where the employee could have provided 30-day notice but failed to do so. Further, failure to provide requested certifications, to clarify a certification, and/or cooperate in the certification process may result in denial of FMLA leave.

5. Pay and Benefits During Leave and Reinstatement

MHCC will continue the employee's health insurance and other group health benefits during FMLA under the same conditions as if employee is working. This means MHCC will continue to pay its employer-designated portion of the premiums and deduct employee-applicable insurance premiums from employee's pay, where applicable (e.g., STD benefits, PTO payments, etc.); employees anticipating no pay during FMLA leave should make arrangements with the subsidiary HR department to ensure timely payments during leave and/or sign an agreement acknowledging repayment obligations upon return to work. Employees who do not timely make their payments, where applicable, will be issued a 15-day notice, and failure to remit payments thereafter will result in termination of benefits if the employee's payment is beyond 30 days late.

FMLA will be treated as continuous service (e.g., no break in service) for purposes of vesting and eligibility to participate in MHCC retirement plans.

MHCC will reinstate employees in their same or equivalent job upon expiration of FMLA leave. Employees on intermittent FMLA leave for planned medical treatment may be temporarily transferred to a different position with equivalent pay/benefits to avoid work disruptions as permissible under applicable laws.

6. FMLA Miscellaneous

Further information on employee's rights and responsibilities is set forth in Attachment 1 of this policy. MHCC will not retaliate or interfere with employees who exercise their rights under the FMLA. Employees who know or suspect improper leave denials, or other conduct which they believe is improper interference or retaliation with their FMLA rights, should immediately report such matters to the subsidiary Human Resources Vice President or report the concern anonymously by calling the MHCC toll-free compliance hotline at 1-866-MHC-COMPLY (1-866-642-2667).

C. Non-FMLA Medical Leave

Employees who require leave due to sickness, injury (including on-the-job injury or illness/disease), pregnancy or childbirth, or other short-term or long-term disability, and who do not qualify for FMLA and/or have exhausted FMLA will be granted a non-FMLA medical leave.

Employees must submit request for such leave to MHCC's third party administrator at least 30 days in advance, when possible, otherwise as soon as the employee is reasonably able. The leave request must be supported by a physician's certification stating the employee medical condition, ability to work with or without an accommodation, approximate date the employee can return to work, and certain other information MHCC or its third-party administrator may require. For any non-FMLA medical leave exceeding three (3) days, MHCC or its administrator may require supplemental statements from an employee's physician updating MHCC/the third-party administrator on the status of the employee's status. MHCC

or its administrator may also require employees to submit to medical examinations by a doctor selected and paid for by MHCC to determine if the leave request should be granted, continued, extended, or terminated.

Employees with six (6) months or more of service will typically be granted non-FMLA medical leave for the duration of their STD benefits (where applicable). Otherwise, employees will be provided up to six (6) weeks of non-FMLA medical leave per calendar year so long as the employee meets the eligibility requirements of this policy. Otherwise, MHCC will provide leave as an accommodation as required by law, including to persons with disabilities when providing such would not result in an undue hardship to MHCC. Employees requiring such leave should submit their request in writing on an accommodation request from the subsidiary Leave Administrator (if applicable) or to the subsidiary Human Resources department. Employees may be asked to provide substantiation of the need for leave and are expected to cooperate in the process so that MHCC can determine whether the employee is disabled, whether leave is required (versus some other accommodation), and other relevant determinations.

Generally, MHCC will not hold an employee's job open if the leave exceeds six (6) weeks or if it creates an undue hardship. Considerations of hardship on the operations, business unit, whether leave is indefinite, length of leave, and other factors within MHCC's determination will be evaluated. If the employee's position is no longer available, employees can apply for open positions for which they are qualified. Generally, if an employee is not reinstated within 90 days of being ready to return to work, his/her employment will be terminated.

- D. Employees called to or voluntarily engage in uniformed/military service will be provided time-off, re-employed, and/or reinstated pursuant to the Uniformed Services Employment and Reemployment (USERRA) and applicable state laws. Employees should provide notice when they know of the need for leave (unless impossible, unreasonable or otherwise unable under USERRA, in which case employees are expected to provide notice as soon as they are otherwise able). Employees are required to return to work and/or reapply for reinstatement in accord with applicable laws.

Subject to the terms of MHCC's health insurance plans, employees will be provided with health care insurance through the end of the month for any leave up to 30 calendar days. Thereafter, health care continuation will be subject to COBRA.

Employees may elect, but MHCC will not require, use of PTO during military leave. Employees may be asked to provide proof of military service, honorable discharge, or documentation to confirm employees' eligibility for leave, reinstatement, or re-employment.

- E. Jury Duty, Crime Victim Leave and Subpoena Duty
MHCC provide employees with jury duty leave, crime victim leave, and witness/subpoena leave as required by law. McLaren will grant time off and

compensate employees for work hours missed while serving on jury duty in accordance with MHC HR Policy 0325.

1. The employee must provide timely notification (within 7 days of notice) to his/her supervisor that a request to serve on a jury has been made, and submit the statement from court, which reflects the dates and hours of attendance.
2. The employee will be paid at his/her straight time base wage rate (pay premiums such as shift differential or on-call pay are not included) for work hours missed due to jury duty. Hours paid for jury duty will not be included in overtime calculations. Compensation may be adjusted based on payment received from the court for jury duty services. The pay will not exceed thirty (30) days per calendar year. Individual exceptions extending beyond thirty (30) calendar days may be granted by the Medical Center due to extenuating circumstances.

Otherwise, employees may elect, by MHCC will not require, employees to use PTO during jury duty leave, crime victim leave, or witness/subpoena leave. Employees requiring these types of leave should provide their jury duty summons, or other relevant documents to their supervisor and MHCC's third-party administrator as soon as the need is known and otherwise follow MHCC's policies (e.g., Attendance and General Conditions for Any Time-Off or Leave). If leave has been previously approved, and an employee is released from civic duty, he/she should contact his/her supervisor to see if he/she is needed back at work. To the extent permissible under applicable laws, employees may be asked to return to work (e.g., if employee is free during normal work schedule or if civic duty plus work hours do not exceed normal schedule).

F. Unpaid Personal Leave

Because MHCC provides PTO Time-Off and a variety of paid and unpaid leaves, it expects that employee's need for personal leave will be rare and typically limited to emergency or unusual circumstance. Leave in such cases must first be approved by the employee's supervisor and, once approved, reported to MHCC's Third-Party Administrator. Employees may be required to provide proof of the emergency or other circumstances supporting the need for leave. Typically, MHCC will limit approvals to employees who have six (6) months or more of service and only approve such leave in two (2)-week increments.

G. Bereavement Leave

1. Request for a Bereavement Leave

The employee must inform his Director or Supervisor in the event of the death among certain family members. Payment will comply with MHC HR Policy #0347 – Bereavement – which presently is as follows:

Time Off	Current Family Member
Up to five (5) consecutive regularly scheduled work days within a seven (7) day period	Spouse, child, parent (including step- and -in-law), Domestic Partner
Up to three (3) consecutive regularly scheduled work days within a seven (7) day period	Siblings, grandparents, grandchild (including step- and -in-law)
One (1) regularly scheduled work day	Aunt, uncle, niece, nephew

H. Union Leave

The Medical Center will also grant a leave to not more than one (1) employee, per year, who is elected or appointed by the Union to any office.

The Medical Center will, if scheduling permits, also grant a short term leave of absence to not more than two (2) employees, per year, who have been elected or appointed as delegates to this union's Convention

ARTICLE 11

MONTHLY MEETINGS

Section 1. In each calendar month the Medical Center's Vice President-Human Resources, or his designees, and other management representatives, as determined by the Medical Center, the Union's bargaining unit stewards or their designees, and, as determined by the Union, other Union representatives shall meet at a mutually agreed-upon time. Notwithstanding the foregoing, there will be no meeting in any month during which neither the Medical Center nor the Union's representatives have items for discussion.

Subjects to be discussed at such meetings are problems and concerns including issues arising under this Agreement which are not raised by specific grievances under Article VIII, such as, but not limited to, staffing and scheduling, by focusing on and addressing specific needs of individual departments/units. The following items may be monitored at these meetings, as agreed to by the parties:

- Overtime rates
- Use of per diem staff
- Staffing inefficiencies
- Possible alternatives to existing staffing methods
- The effect of staffing on patient care
- Each department's submitted schedules

The meetings shall be informal and either party shall be required to exchange the subjects for discussion in advance. Monthly meetings shall not replace or displace, in any way, the provisions of and procedures established in Article VIII. When applicable, the Medical Center will respond in writing to the issues raised. This will be done within two (2) calendar weeks. Bargaining unit stewards or their designees shall not lose wages on account of attending such meetings during otherwise scheduled hours of work.

ARTICLE 12

DEFINITION OF EMPLOYEES

Section 1: For the purposes of this Agreement an Employee is a full-time or part-time employee who is employed and classified as a bargaining unit member description in Article 1 above, and Employees shall be defined as follows:

- a. Full Time: Employees who are employed by the Employer on a full time basis and whose budgeted hours consist of seventy (70) hours or more per pay period on a regular and continuous basis.
- b. Part-Time Benefit Eligible Employee: An employee whose schedule of work usually consists of budgeted hours of forty (40) or more hours up to sixty-nine (69) hours during a two (2) week pay period.
- c. Part-Time Non-Benefit Eligible Employee: Employees whose schedule of work usually consists of thirty-two (32) hours up to thirty-nine (39) hours during a two (2) week pay period.
- d. Part-time employees hired to work less than sixteen (16) hours per week as established by the personnel record shall not be required to join the Union and maintain such membership; provided, however, that the Medical Center shall not use as part-time employees more than fifty percent (50%) of the classifications of employees indicated in Article I. However, there may be occasions, due to need for greater flexibility where part time employees may exceed fifty percent (50%) in certain classifications, and where the number of employees within the classification is ten (10) or less. In this case, the Medical Center and the Union will meet to discuss the need for flexibility, and the need to increase part time employees to greater than fifty percent (50%). Students in training programs related to medical care careers and their anticipated field of endeavor shall be excluded from the bargaining unit. Co-op students and students involved in in-service training programs shall also be excluded from the bargaining unit. Seasonal, temporary,

and casual employees are also excluded from the unit, however, such employees will not be hired without reason or for the purpose of eroding the bargaining unit.

- e. Temporary Employee: A temporary employee is a newly hired employee employed on a temporary basis for no longer than ninety (90) calendar days, unless there are extenuating circumstances in which event, the period of temporary employment may be extended another forty-five (45) calendar days. The Union will be advised in writing of all such extensions.

As of the ninetieth (90th) day (or one hundred thirty-fifth (135th) day due to an extension) of employment, the temporary employee's status will be changed from temporary to seniority status, as per Article V, Section 3, and the period of temporary employment will be considered the probationary period.

If less than ninety (90) calendar days have been worked on a temporary basis, and the employee's status is changed, the number of days will be credited to the probationary period. The temporary employee's employment will be terminated as of the ninety-first (or one hundred thirty-fifth) day unless he has been changed to seniority status. If, between the end of temporary employment and the beginning of the seniority employment, service is not interrupted by a break of more than fourteen (14) calendar days, the credited service will be calculated from the date of hire as a temporary employee. The same date will also be used in determining eligibility for all fringe benefits, wage increases, etc.

The preceding applies to those employees who remain in the classification in which they were hired on a temporary basis. If an employee accepts a regular position in a classification other than the classification in which he was hired on a temporary basis, the date of hire will be the date of regular employment.

Section 2: The Employer reserves the right to hire and utilize casual, agency, and other non-full time/non-part time employees, and such employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement, unless otherwise expressed in this Agreement. The Employer agrees that the use of such personnel shall not be for the purpose of eroding the bargaining unit.

ARTICLE 13

EDUCATIONAL ASSISTANCE PROGRAM

Section 1

1.1 McLaren will provide educational assistance in the form of financial reimbursement to active, eligible employees taking college level course(s) at an accredited school, college or university.

1.2 Upon approval of an Application for Educational Assistance, McLaren will reimburse the employee up to a maximum of \$3,000 for BSN coursework or \$2,000 for all other coursework in a calendar year to be applied to the cost of tuition, books or fees.

1.3 Courses must be related to the employee's current position or another position within McLaren Health Care.

Section 2. Procedure

2.1 Application: The employee must submit to Human Resources an Application for Educational Assistance that is completed, signed by the employee and by the employee's manager, and received by Human Resources no later than three (3) weeks prior to the date the course begins. Applications received in Human Resources after that date will be denied.

2.2 Review and Approval of Application: The Human Resources Department will review the Application and determine the employee's eligibility and the extent of assistance.

2.3 Other Sources of Educational Assistance: An employee is required to report educational assistance from any other sources(s) and the amount of that assistance. Reimbursement will only be made for eligible expenses that are not covered by other sources, such as scholarships, grants, or veteran's educational benefits. Failure to report other sources of financial assistance will result in loss of eligibility for educational assistance benefits.

2.4 Reimbursement: To receive reimbursement an employee must submit within sixty (60) calendar days after the completion of the course (s), the following:

2.4.1 Receipts that indicate the actual amounts paid by the employee for tuition, books and fees.

2.4.2 Proof of the grade(s) received for each class for which reimbursement is requested. Courses are eligible for educational assistance only if a grade of "C" or better is received. Pass/fail courses and credit by examination will be considered for reimbursement if the employee received a "pass" or receives "credit" for the examination as long as the course or credit is required for a degree or a position within McLaren.

Section 3. Conditions and Limitations

3.1 Employees who at the time of application have an active written disciplinary action (not including a Step 1) or an active performance improvement plan are not eligible for educational assistance.

3.2 Employees who receive a written disciplinary action (not including a Step 1) during a semester for which educational assistance has been approved will forfeit eligibility for educational

assistance for that semester.

3.3 Educational assistance will not be provided for courses that are dropped, not completed, or for which the required grade is not achieved.

3.4 If an employee transfers to another McLaren subsidiary after applying for educational assistance, the receiving subsidiary will be responsible for reimbursement.

Section 4. Employment Commitment

4.1 An employee who accepts educational assistance is expected to commit to continued employment for at least six (6) months after completion of the course(s). If the employee fails to complete the course within this timeframe, they may be required to provide full reimbursement of all educational assistance received within thirty (30) days.

Section 5. Exception Provision

5.1 Requests for exceptions to this policy must be made in writing to the Vice President or director of the employee's department and approved by the Vice President Human Resources.

ARTICLE 14

VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS

Section 1. Vacancies

- A. A bargaining unit job will be considered vacant when the employee holding the job has quit, is discharged, been promoted, demoted or transferred, has retired or died, or when it is a newly-created job and the Medical Center determines the need to fill the job. The Medical Center may determine not to fill a vacant job. In that event it will notify the Union in writing as soon as possible of the fact and, if a part time job, whether the hours will be assigned to other part time employees in the classification, in which case the hours will be awarded on the basis of classification seniority.
- B. Notice of vacant bargaining unit jobs shall be posted on the Medical Center's electronic posting board for seven (7) calendar days and shall indicate the department/unit, requirements for the job, scheduled hours per pay period, and hours of work. When a full time position with variable start times is posted, a primary shift will be indicated, where applicable. All interested Employees shall become applicants by applying online.
- C. Employees must be employed at the Medical Center for a minimum of six (6) months before they are eligible to apply for an open position. Exceptions may be made for an employee who is seeking to go from a part-time position to a full-time position, is desirous of increasing or decreasing the employee's scheduled hours, or to change shifts. In any case, the employee must have successfully completed any required probationary period.
- D. The applicant selected to fill the position shall be the most qualified, available applicant for the job, taking into account his skills, ability, experience and education. Employees within the classification will be considered before any applicant outside of the classification. An Employee will be considered available unless he is on a leave of absence with an unknown return to work date or is on a leave of absence with more than forty-five (45) remaining days. In the event that there are two or more applicants, whose qualifications as described above are relatively equal, then the employee with the greater seniority shall be awarded the vacancy. An applicant must be capable of performing the essential functions of the job with or without reasonable accommodation by the Medical Center.
- E. An employee having a second or final written reprimand under the Medical Center's corrective action policy, or who is in a performance appraisal action plan, which was not reversed in the grievance procedure within the prior twelve (12) months, need not be considered by the Medical Center in its administration of the job posting system. The affected employee or the Union, on behalf of the affected employee, may request that the Medical Center consider an employee having a second written reprimand for a posted position where the likelihood of the employee advancing in the corrective action process is reduced.

- F. An employee that applies for and is granted a transfer to another position must serve in that position for a minimum of twelve (12) calendar months to be eligible to apply for transfer or promotion to another position. Exceptions may be made for an employee who is seeking to go from a part-time position to a full-time position, is desirous of increasing or decreasing the employee's scheduled hours, or to change shifts.
- G. The selected applicant will be transferred to the requested position no later than the first of the pay period following the completion of forty-five (45) calendar days (from date of acceptance). The Medical Center may extend the forty-five (45) calendar day transfer period if needed, and the Medical Center will discuss with the Union the extended time frame.
- H. Any employee being transferred to a new job shall have a transfer probationary period of forty-five (45) calendar days. If, in the Medical Center's opinion, the employee is not capable of performing the job, the Medical Center shall notify the Union and return the employee to his former classification, provided that a position is available. If none is available, the employee will be offered an available position for which he qualifies. Failure to accept an available position is a voluntary termination of employment. If no position is available for which he qualifies, the employee will be placed on layoff status. The length of layoff is in accordance with Article V, Section 6, D. Failure to accept a position to which the employee is offered recall is also considered a voluntary termination of employment.

Under these circumstances, the Medical Center may then select anyone from those employees who originally bid for the job, may repost the position, or may decide not to fill the position. A successful bidder cannot voluntarily return to his former classification during the transfer probationary period

- I. In the event that there are no applicants, the Medical Center may fill the job from any source, including a qualified applicant from outside the bargaining unit, or by a new hire or may determine that there is no longer a need to fill the position.

Section 2. Demotions. An employee being considered by the Medical Center for demotion or for a reduced work schedule shall be evaluated. A copy of the evaluation and a written statement detailing the reasons for the contemplated demotion or reduced work schedule shall be provided the employee.

Section 3. Temporarily Assigned or Transferred. Employees temporarily assigned or transferred to a lower paying job, shall receive their regular rate of pay. Employees temporarily assigned or transferred to a higher paying job shall receive the minimum rate of the higher paying job or 4%, whichever is greater, or a "job differential" rate which has been agreed to by both the Medical Center and the Union, for the hours of work in such higher paying job if such work is four (4) hours, or more, on any shift. Such temporary assignments or transfers shall not be made to deprive other employees of overtime pay.

Section 4. Unit Transfers (Pulling) (Nursing Assistants). Whenever the Medical Center determines that it is necessary to transfer one or more Nursing Assistants on the same shift from any unit to any other unit within the bargaining unit, then:

- A. A pull may be made for four (4), eight (8) or twelve (12) hours but not more than three (3) times per twelve (12) hour shift (not more than two [2] times per eight [8] hour shift).
- B. It is understood that pulling more than three (3) times per shift will only occur when:
 - a. Nursing Assistants are needed to be used as “sitters”,
 - b. When there are call-ins of other Nursing Assistants,
 - c. When there is an increase in patient census.
- C. It is understood that when a Nursing Assistant is required to assist in transporting a patient to or from a unit to another unit, to Diagnostic Imaging or from the Emergency Department, this is not deemed to be a pull, but a reasonable expectation of a Nursing Assistant.
- D. When a pull of a nursing assistant occurs due to a mandatory hospital convenience (MHC), and the nursing assistant who was MHC'd is called back in, the Medical Center will determine, in the best interest of patient care and safety, whether the pulled nursing assistant will be returned to her originally-assigned unit, or remain on the unit to which she was pulled. The pulled nursing assistant cannot refuse to return to her originally-assigned unit.

ARTICLE 15

HEALTH AND SAFETY

Section 1. The Medical Center and employees must abide by all reasonable health and safety rules, regulations and procedures of the Medical Center.

Section 2. A periodic physical examination may be required of employees as necessary to comply with applicable Federal, State and local laws. Employees will be reimbursed in accordance with the Employee Occupational Health procedure for the cost of an annual physical examination, if required, performed by his personal physician, but not to exceed the amount paid to the Medical Center's Personnel Health physician for such examination.

Section 3. When there is reason to question an employee's physical, mental or emotional disability or fitness, the Medical Center reserves the right to refer the employee to physician(s) or specialist(s) of the Medical Center's choice for examination at the Medical Center's expense. If, after completing the examinations, the Medical Center's physicians recommend that such employee return to work, go on reduced duty, go or remain on sick leave or retire/terminate, the employee may at his/her own expense, visit his/her own personal physician. If the employee's physician disagrees with the conclusion reached by the Medical Center's physicians, the employee shall be examined by a third party physician or specialist agreed to by the Union, Management and the employee whose decision, after examining the employee and the results of the other examinations, shall be final with respect to the employee's ability to work, to go on reduced duty, to go on or remain on sick leave or retire/terminate. The cost of this examination will be at the Medical Center's expense.

Section 4.

- A. The Medical Center has the right to require any bargaining unit employee to be tested for alcohol and/or drugs at Medical Center expense by qualified medical personnel when the Medical Center reasonably suspects, based on the employee's job performance, personal behavior, or any other indicator of alcohol and/or drug use, impairment, or intoxication, that an employee is impaired by or under the influence of alcohol and/or drugs.
- B. The Medical Center has the right to require an employee being transferred, promoted into, demoted into, or recalled into a position within the bargaining unit represented by the Union to be tested for alcohol and/or drugs at the time of the transfer, promotion, demotion, or recall where the job duties of the position consist of or include patient and/or customer contact or driving a Medical Center vehicle.
- C. A refusal to take an alcohol and/or drug test required by the Medical Center under paragraphs A or B is insubordination and will result in the immediate discharge of the employee. The parties further agree and understand that a discharge for insubordination under this paragraph shall be for "cause" within the meaning of Article IV and shall not be the subject of any grievance on behalf of the discharged employee.

- D. A confirmed "positive" result for any drug detected in a drug test required by the Medical Center under numbered paragraph A or B of this Agreement will result in immediate discharge of the employee. The parties further agree and understand that a discharge for a confirmed "positive" drug test result under this numbered paragraph of this Agreement shall be for "cause" within the meaning of Article IV and shall not be the subject of any grievance on behalf of the discharged employee.

- E. A .04% or above blood alcohol concentration level in an alcohol test required by the Medical Center under paragraph A or B of this Agreement is defined as use, impairment by, or intoxication by alcohol. A blood alcohol concentration level of .04% or above in an alcohol test required by the Medical Center under paragraph A or B of this Agreement will result in immediate discharge of the employee. A discharge for alcohol use, impairment or intoxication under this paragraph shall be for "cause" within the meaning of Article IV of this Agreement and shall not be the subject of any grievance on behalf of the discharged employee.

- F. This Agreement does not limit, restrict, or preclude the Medical Center from requiring any employee represented by the Union to take an alcohol test when the Medical Center reasonably suspects that an employee has used, is impaired by, or is under the influence of alcohol during working hours.

ARTICLE 16

MCLAREN EMPLOYEES 403(b) RETIREMENT PLAN

Section 1. Eligibility for participation in the McLaren Employees 403(b) Retirement Plan is in accordance with the terms of the Plan document.

All employees are eligible on the first day of employment to voluntarily defer salary, either pre- or post- tax, to the McLaren Employees 403(b) Retirement Plan. Effective January 1 2014, an Employee having one (1) year of service who has worked at least one thousand (1000) hours will be eligible for an employer contribution of two percent (2%) of the employee's salary and an employer match, with a two (2) year vesting requirement.

Employee Elective Deferral Contributions

1. May begin on date of hire.
2. Maximum annual contributions governed by federal tax laws.

Employer Contributions

1. Two percent (2%) core contribution based on employee's compensation contributed each payroll period.
2. Employer will make a matching contribution of 50% of an employee's elective deferral contributions made on the first 6% of an employee's elective deferral contribution deposited each payroll period.

Section 2. The actual extent and conditions of participation in the McLaren Employees 403(b) Retirement Plan are governed by and subject to the complete terms of the Plan document at all times.

ARTICLE 17

HOURS OF WORK

Section 1. It is recognized by the Union, and the Medical Center that the care and welfare of the Medical Center patients requires service on a seven (7) day week, twenty-four (24) hours a day basis. Within this requirement, the Medical Center's Administration will seek to maintain a pattern of regular work schedules that recognize this responsibility and yet attempt to avoid excessive demands upon the employee's stamina and to seek to avoid overtime work, where possible.

The regularly scheduled work weeks shall be those designated in the advance scheduling chart worked out by departments and because of Medical Center operations shall necessarily be staggered and rotated as fairly as possible, considering Medical Center operations and patient care, giving due regard to seniority. It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to: rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests and shortage of personnel and emergencies. The Medical Center shall plan and post work schedules reasonably in advance of the days covered by the schedule. The schedule shall be subject to change after it is posted only as would be required by circumstances beyond the Medical Center's control. No provision in this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

Section 2. The standard work day for the employees covered under this Agreement, shall consist of eight (8) hours in a twenty-four (24) hour period. This figure is exclusive of a non-paid thirty (30) minute lunch period. However, the lunch period, or any portion thereof, shall be paid time, if worked and authorized on the proper form by the employee's immediate supervisor. Employees shall be permitted two breaks per day not to exceed fifteen (15) minutes each (except that the second break for employees scheduled to work an eleven and one-half (11.5) or twelve (12) hours shift shall be a thirty (30) minute break. In line with operational requirements, one break will be taken during the first four (4) hours of the employee's shift and the second break will be taken during the second four (4) hours of the employee's shift. These breaks shall be taken as and when patient care and work load will permit and will be scheduled for the employees except where emergency prevents the same.

The Medical Center will post work schedules at least ten (10) days prior to the period covered by the schedule. The Medical Center may change the posted schedule when necessary; however, those employees affected by such change will be made aware of the change as soon as possible after the change has been found necessary.

Two (2) seniority employees in a department/unit, classification and shift may elect to work alternate work schedules of whole shifts provided the total scheduled shifts per week of the two (2) employees is seven (7), and that no overtime results from the election. When such election is made and approved, as below, then the scheduled hours of those employees will be changed in the Human Resources records to reflect the hours they have elected to be scheduled. In the event either of the employees leaves the department/unit, classification and shift or elects to end the alternate work schedule, then the other employee will revert to the employee's former five (5) day or two (2) day schedule (until the employee enters into another alternate work schedule with another employee). The Medical Center will provide, in writing, all alternate work schedules, when requested by the Union.

An employee will not change his schedule by trading with another employee without the consent of his Supervisor or Director. If such trading would result in the payment of overtime, it must be approved by the Director or by the individual to whom the Director has delegated this authority.

Section 3. In order to maintain or improve the quality and efficiency levels of patient care the Medical Center shall have the right to vary starting and quitting times of the various shifts.

For the purpose of payment, but not absenteeism, tardiness and overtime shall be measured by 1/10 of an hour segments and shall be "docked" or paid on this basis.

Section 4. The standard work week for the day and afternoon shifts shall be those hours which commence after 12:01 a.m. Sunday and end seven (7) consecutive calendar days later. The standard work week for the "night shift" shall begin Sunday night with the shift commencing nearest to 10:00 p.m. Sunday and end seven (7) consecutive days later.

Section 5. The standard pay period shall consist of two (2) consecutive standard work weeks as above defined.

Section 6. Each employee whose employment with McLaren Bay Region is covered by the provisions of this Agreement, has a contractual obligation to work weekends.

When practical, departments will attempt to schedule weekends off in such a manner that the employee will have two (2) weekends off within each four (4) week period, recognizing that whenever possible employees will be scheduled to work every other weekend.

Consideration will be given to the needs of the employee involved when make-up weekends are scheduled. Employees who are absent for reasons of bereavement or short term disability will not be required to make-up weekends.

Employees assigned to positions which usually are not scheduled to operate on weekends, will work weekends when their positions are scheduled to operate.

It is understood and agreed that there may be occasions when a limited number of employees may be scheduled off on a given weekend.

For purposes of this Section, the shift beginning after 10:00 p.m. on Friday and the shift beginning after 10:00 p.m. on Saturday shall be defined as the weekend days for purposes of payment of weekend differential. However, for purposes of scheduling, employees may be scheduled for shifts beginning after 10:00 p.m. on Saturday and after 10:00 p.m. on Sunday as their required weekend to work.

Section 7. Each employee shall be required to swipe his own identification badge on the assigned timekeeper terminal when reporting for duty and to swipe his own identification badge when finishing work. In the event an employee does not swipe in or out, he shall inform his Manager/Supervisor and sign the necessary form, in those departments where a form is used.

Section 8. Overtime.

A. Overtime is paid at one-and-one-half (1 1/2) times the employee's base hourly rate for hours worked as follows:

- i) Those continuous hours worked in excess of eight (8) hours.
- ii) In excess of eight (8) hours worked in any twenty four (24) hour period beginning at 11:00 p.m.; or
- iii) In excess of forty (40) hours worked in the seven (7) consecutive days which constitute a work week.

Paragraphs i), ii), and iii) of this section shall be applied day by day in a forward chronological order. Hours compensated for at a time and one-half rate under any one of these paragraphs shall not be counted as hours worked for purposes of calculating overtime under either of the other of these paragraphs.

- B. Overtime premium shall not be pyramided or paid twice for the same hours worked.
- C. Overtime premium shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of employees trading shifts for their own convenience.
- D. Overtime shall only be worked with prior approval of the employee's Supervisor or Director, provided that in the absence of a supervisor and in the case of an emergency, employees may work overtime to resolve an emergency and will notify their supervisor by telephone or otherwise of the overtime as soon as possible.
- E. In the event an employee works an extra shift early in the week and later in the week calls in to work, the union will be notified and will meet with management and the employee to determine the legitimacy of the absence. If the absence was not for a reasonable cause, the employee will be paid straight time for the hours worked earlier in the week.
- F. Overtime shall be distributed within a shift among the employees in the classification on as equitable a basis as possible, within a payroll year. At the beginning of the next payroll year,

the overtime records will start over. Whenever practical, the person with the least amount of overtime hours shall be asked first. If overtime is declined, such hours shall be considered as overtime worked. Records of overtime will be kept by the Medical Center and will be available to the Union. This paragraph excludes the Clerk Nursing classification (see letter on page 92).

- G. In order to provide adequate staffing in the event of inclement weather or internal or external disasters that interrupt normal operations, on duty employees will be required to remain on duty until sufficient numbers of employees arrive to replace the on duty employees.

As replacements become available, employees shall be released, by unit, based on the greater number of hours worked that day and then by high seniority in cases where more than one employee has worked the same number of hours.

Employees may work up to eighteen (18) continuous hours and if they are unable to leave, will be provided sleeping accommodations, if requested.

Employees who have been on duty for eighteen (18) continuous hours but have not yet been replaced, must notify the on duty supervisor.

Section 9. Temporary and per diem employees may be used and called in to temporarily replace employees who are absent, on leaves of absence or vacation or to assist in the event of an unusually heavy patient load. When possible, regular part-time employees will be scheduled extra days and/or hours excluding overtime in lieu of bringing in a per diem employee. Per diem employees as set forth herein shall not include students in training programs or the use of per diem employees during critical vacation periods.

Section 10. The Medical Center shall not reduce hours of work for anyone solely to prevent employees from gaining full-time status.

Section 11. When an employee is called in for reasons other than to replace an absentee and does report for work, the employee will be paid his regular hourly rate of pay plus shift and weekend differential, if applicable, for time actually on duty or a minimum of one (1) hour, whichever is greater.

Section 12. Deviations from several provisions of the Agreement between McLaren Bay Region and Local 24 must be made to accommodate those employees who work a twelve (12) hour day. These provisions and deviations are listed below:

The standard work day for the employees covered under this Agreement shall consist of twelve (12) hours in a twenty-four (24) hour period.

The starting and quitting times will vary depending upon the need and the area utilizing this schedule.

Overtime is paid at one and one-half (1.5) times the employee's base hourly rate for hours worked as follows:

- i) Those continuous hours worked in excess of twelve (12) hours.
- ii) In excess of twelve (12) hours worked in any twenty-four period beginning at 11:00 p.m.; or
- iii) In excess of forty (40) hours worked in the seven (7) consecutive days which constitute a work week.

Overtime premium shall not be paid when more than twelve (12) hours are worked in a twenty-four (24) hour period, as a result of employees trading shifts for their own convenience.

BENEFITS

PTO Hours: The formula will remain the same. The employee will be paid in increments of twelve (12) hour days, when applicable; provided the hours are available.

Holiday Program

Hours Worked: The holiday is defined as the shift worked in which the majority of the hours are on the actual holiday, i.e., 12:00 midnight to 12:00 midnight. There will be no pyramiding of overtime and holiday pay.

Bereavement Leave of Absence

The regular scheduled day will be twelve (12) hours, and the employee will receive a twelve (12) hour bereavement day(s), when applicable.

Jury Duty

The regular scheduled day will be twelve (12) hours, and the employee will receive a twelve (12) hour jury duty day, when applicable.

Any provisions not mentioned above, which may be affected by this work day/work week, may be reviewed by the Medical Center at the time of the occurrence, and will be discussed with the Union.

In addition, when a nine (9), ten (10) or eleven and one-half (11.5) hour day schedule is utilized, wherever applicable, nine (9), ten (10) or eleven and one-half (11.5) hours will be used in lieu of twelve (12) hours.

ARTICLE 18

STRIKES AND LOCKOUTS

Section 1. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement; the Grievance Procedure set forth in this Agreement provides the sole remedy for the settlement of employees' grievances. The parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise, during the life of this Agreement.

No employee or employees shall directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever either complete or partial against the Medical Center. Furthermore, they shall not engage either directly or indirectly in any complete or partial stoppage of work, slowdown, boycott, demonstration, picketing, refusal to perform reasonably assigned work or interference of any sort whatsoever with any of the normal operations of the Medical Center or any conduct which causes or results in such interference.

Any employee or group of employees who engage in any of such prohibited conduct shall be subject to discharge and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the Grievance Procedure as to matters of fact in the alleged participation of such employee.

Section 2. The Union agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, permit, assist, encourage, condone, or in any way participate in or lend support to any of the conduct which is prohibited by "Section 1 above"; and the Union further agrees that it will use its best, honest efforts to prevent any such prohibited conduct.

Section 3. In the case of any strike, slowdown, or other suspension of work not authorized by the Local Union, or any of their officers, the Medical Center agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operation.

Section 4. The Medical Center agrees that it will not lock out its employees.

ARTICLE 19

HEALTH CARE PROGRAM

Section 1. The Employer will provide benefits subject to the flexible benefit program MyChoice. The MyChoice Plan includes medical, dental, vision, life, and short term disability insurance. Optional supplemental life and long term disability (for full time employees only) insurances are available on a voluntary self-payment basis. Employees become eligible in accordance with the MyChoice Plan, which is currently effective the first of the month following the date of hire, except where otherwise indicated.

MyChoice will be provided to eligible bargaining unit employees per the MyChoice Plan. If the Employer changes the Plan design, including but not limited to co-pays, deductibles and co-insurance, the percentage contribution toward premiums, the carrier, the administrative policies or the policies governing commencement and termination of insurance, it will give the Union notice as soon as practicable.

Section 2. Enrollment:

- A. To receive MyChoice benefits, an eligible employee must enroll in these programs at one of the following times:
1. Time of hire;
 2. When the employee's status changes from ineligible to eligible or Part-time to Full-time in accordance with MyChoice;
 3. If an Employee loses other coverage;
 4. If the Employee has a family status/dependent change, i.e., marriage, divorce, birth of a child or adoption; or
 5. The next annual open enrollment period.

However, if an employee drops medical coverage in any calendar year, the employee can only enroll again if other medical coverage has been lost or during the annual open enrollment period.

- B. Any changes in the employee's coverage must be made in writing to the Human Resources Department within thirty (30) calendar days of the event causing the change. For example, a spouse must be enrolled within thirty (30) calendar days of the wedding; a new child must be enrolled within thirty (30) calendar days of the birth. In the event that an employee loses other insurance coverage, the employee must provide written proof of the loss of coverage to Human Resources within thirty (30) calendar days. If an employee fails to notify Human Resources within thirty (30) calendar days, enrollment in the Medical Center's Medical, Dental Care and Vision Insurance will be delayed until the next annual open enrollment period.

Section 3. Coverages:

- A. The MyChoice Plan (including prescription drug coverage) offers two (2) plans of coverage to eligible Employees, Premier and Premier Plus. Once an election has been made by an Employee, he may change his coverage to another plan only at the time of open enrollment.

Copays, deductibles and co-insurances are required per the MyChoice Plan.

- B. The MyChoice Dental Care Plan:

Employees are eligible for MyChoice Dental Care Plans.

- C. MyChoice Vision Plan:

Vision coverage for full time employees includes the base Plan, Core Vision (paid for by McLaren), and the Buy-up Plan. Part time employees may enroll in the Vision Plan, which includes the Core plus the Buy-up Plan; part time employees are not eligible for the Core only.

- D. The actual extent and conditions of enrollment and coverage for benefits included in MyChoice are governed by and subject to the complete terms of the master policies at all times.

Section 4. Premium Contributions: The Medical Center and the employee will each contribute to the monthly premium for the employee's Medical, Dental, and Vision programs. These amounts or percentages will be based upon the Plan that the Employee selects, the Employee's number of scheduled hours as reflected in the Human Resource records, and may change because of changes therein, effective the first of the month following the change.

- A. The percentages of the premium to be paid by the employee toward the medical, dental, and vision plans are as stated in the MyChoice Plan. Please see Appendix III for 2018 MyChoice schedule of benefits.

Employee contributions will be made by the means of pre-tax dollars under a plan established by the Medical Center.

Section 5. Employees who do participate in the Medical Center's Medical Program and those who do not, will have the ability to be reimbursed 50% (up to \$100.00 annually) for participation in an approved health club or exercise program.

Section 6. The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees on the same basis as is stated in the MyChoice Plan.

Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees. If the Employer becomes obligated by law to contribute to a government sponsored insurance program which duplicates the benefits provided by the benefits plans in effect as a result of this Agreement, it is the intent of the parties that the Employer is not obligated to provide double coverage. To escape such double payments, the

Employer shall be permitted to cancel benefits or policies which duplicate compulsory government sponsored insurance benefits.

ARTICLE 20

LIFE AND LIABILITY INSURANCE

Section 1. Employees become eligible for Life Insurance in accordance with the MyChoice Plan, which is currently effective the first of the month following the date of hire.

Section 2. The amount of life insurance will be one (1) times the employee's base earnings (excludes differentials and is based upon the employee's scheduled hours as reflected in the Human Resources records) to a maximum amount of \$150,000.

Section 3. Employees may purchase, at their expense, additional life insurance as it is offered through MyChoice. This option is available at the employee's time of hire or during an open enrollment period.

Section 4. Benefit eligibility during a leave of absence is contingent upon the type of leave. Reference is made in Appendix I of this Agreement relative to benefit eligibility.

Section 5. An employee, upon terminating his employment with the Medical Center, may exercise the options to convert such life insurance policy as are provided by the insurance carrier.

Section 6. The Medical Center shall continue to provide, at its expense, suitable comprehensive personal liability insurance for all employees covered by this Agreement. Such coverage pertains to claims which are a direct result of employment with McLaren Bay Region.

Section 7. The actual extent and conditions of coverage for the insurance plans are governed by and subject to the complete terms of the master policies at all times.

ARTICLE 21

PAID TIME OFF PROGRAM

A. Eligibility and Accrual

1. Paid Time Off (PTO) is time for which an Employee becomes eligible to be away from work with pay. Employees who are budgeted at least forty (40) hours per pay period shall be eligible for the PTO Program. Paid Time Off is granted by the Medical Center in lieu of vacation days, holidays, and paid sick/personal days.
2. An Employee will begin accruing PTO hours upon hire and will be available to use after the completion of the ninety (90) calendar day probationary period. Paid Time Off hours are available for use in the pay period after they are accrued.
3. PTO is accrued as follows:

Years of Service	Paid Time Off	Accrual Rate Per Hour Paid	Maximum Hours Per Pay
0 – 4 years of service	168 hours/21 Days	0.0808	6.46
5 – 9 years of service	208 hours/26 Days	0.1000	8.00
10 – 14 years of service	248 hours/31 Days	0.1192	9.54
15 or more years of service	288 hours/36 Days	0.1385	11.08

B. General Conditions

1. Paid Time Off should be requested before the posting of the work schedule, except for illness or justified emergency, and the request must be in writing on the appropriate form.
2. Paid Time Off in excess of two (2) calendar weeks will not be granted unless prior written approval is given by the appropriate Director or designee.
3. Requests for PTO, due to illness, emergency, etc., of less than twenty-four (24) hours prior notice will count as an absence on the employee's absenteeism record. Employees may be requested to provide a physician's statement or other documentation even though they receive pay for the day.
4. An Employee must have enough PTO hours available to cover a request to be away from work at the time the hours are actually to be taken. This section applies primarily to the approval of vacation time in advance by a supervisor when PTO hours are accrued. If

the Employee does not have enough PTO hours to cover the time off when the PTO is actually to be taken, because he had been on a leave of absence or HC, the Employee must confirm with the employee's manager before the posting of the affected schedule that the employee does not intend to take the time off on an unpaid basis. However, if the employee does not have enough PTO hours due to reasons other than leave of absence or HC, the manager may deny the request for time off.

5. Employees may accumulate unused PTO up to a maximum of three hundred twenty (320) hours. Effective the first full pay period following ratification, for those employees whose hours are above three hundred twenty (320) hours, their PTO will be cashed out to reduce their PTO hours to two hundred sixty (260). Once an employee reaches the maximum accrual of three hundred twenty (320) hours the employee will cease accruing PTO.

Approved Vacations: The employer will review the approved vacations scheduled for the time period directly following ratification that are impacted by the accrual cap transition to work to ensure the employees have the PTO needed for vacations scheduled in the transition period.

6. Employees are paid PTO on the basis of his daily scheduled hours and must be a minimum of six (6) minute increments.
7. Employees are required to use PTO to cover any request for absence away from work, with the following exception:
 - for voluntary or mandatory hospital convenience (HC)
 - for holiday pay (see Part E, 2)
 - when an employee obtains an approved replacement. If the Medical Center has reason to believe that an employee is abusing the ability to find his own replacement, the Medical Center and Union will meet to discuss the matter and make scheduling adjustments as necessary.
8. An employee will be paid only for accrued PTO hours. The Medical Center will not grant requests for advance payment on accrued PTO hours.
9. Paid Time Off pay shall be computed on the basis of the employee's base hourly rate (straight time) only (excluding differentials).
10. Employees must take PTO in six (6) minute increments to cover arriving late and leaving early from work if approved by supervision.
11. Paid Time Off is not considered hours worked for the purpose of calculating overtime.
12. Paid Time Off hours sold back or used to supplement lost hours while receiving short term disability payment will not be considered hours worked and will not count toward the further accrual of PTO.

13. Adjustments will be corrected retroactively up to six (6) pay periods from the date of the error when brought to the attention of the Payroll Department.
14. The PTO program does not apply to time off for jury duty under Article 10 or to time off for bereavement leave under Article 10.
15. Employees may accrue PTO on a maximum of eighty (80) paid hours per pay.

C. Request Periods

- a. Paid Time Off requests in any year for the period May 1 through October 31 must be submitted between March 1 and March 10 and will be answered by March 31. Paid Time Off requests in any year for the period November 1 through April 30 of the following year must be submitted between September 1 and September 10 and will be answered by September 30. Paid Time Off requests may be granted for the requested time off when scheduling permits, based on the employee's Medical Center-wide seniority within the unit. Vacation requests during critical vacation periods will be answered, but may be with tentative approval or denial.
- b. Paid Time Off requested after the request period stated above may be granted on a first-come, first-served basis, regardless of seniority, at a time which does not conflict with the PTO of another employee, and when scheduling permits. Such requests will be answered in 15 calendar days of being submitted.
- c. The first full week of May through September 10 is a critical period for PTO scheduling. If PTO is requested during this period, a maximum of two (2) weeks PTO may be scheduled for this time period, unless scheduling permits otherwise.

November 15 through November 30 together with December 20 through January 5 is considered another critical period. If PTO is requested during this period, PTO of up to one (1) week, including a maximum of one (1) holiday, may be scheduled for this time period, if scheduling permits. An employee who requests and is granted PTO during this time period in one (1) year may not be considered if a request is made for the following year, unless there are no other requests or if scheduling permits.

For purposes of determining which employee is given PTO time off, those employees requesting a week of PTO between Sunday and Saturday of the same work week shall be given preference over employees requesting individual days. For full time employees, three (3) consecutive days off or more shall be considered a week of PTO under this provision.

- d. Should an employee be injured or become ill and receive short term disability benefits immediately prior to his scheduled vacation time, he shall be permitted to change his vacation to a subsequent date which will not conflict with vacations scheduled by other employees.

Vacation schedules will be made available upon request.

- e. Employees successfully applying for postings or Employees returning from leaves of absences and as a result are transferred from one department/area or shift to either another department/area or shift who have approved PTO may have to change the time off, regardless of Medical Center seniority within the department/area or shift being transferred into.

2. Other Requests

Other requests are granted at the discretion of the Medical Center, by seniority, provided that appropriate notice is given and scheduling permits.

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1. Employees are required to notify their supervisor of their absence as soon as they are aware they will be unable to report for duty; and according to departmental guidelines.
2. Employees must furnish satisfactory evidence of disability when requested.
3. PTO hours will be used, unless the employee requests otherwise, to cover the first week of absence due to on the job illness or injury.
4. Available paid time off (PTO) hours must be used during the waiting period.
5. After the employee starts to receive short term disability benefit payments, the employee may elect to use PTO hours during a disability leave to supplement short term disability benefits and allows the employee to receive up to 100% of his regular pay. PTO hours used for this purpose will not be considered hours worked and will not count toward the further accrual of PTO.
6. The Medical Center and the Union recognize there are occasions when there is a reasonable doubt when an employee has called in under the following circumstances:
 - a. When the legitimacy of illness is questioned by the Medical Center;
 - b. On days before, after, or on a holiday;
 - c. On days for which the employee failed to request time off in advance;
 - d. On days for which the employee was denied his prior request for Hospital Convenience time off on those days; and
 - e. On a day for which the employee was denied his request for vacation or the use of Paid Time Off hours for personal reasons on that day, unless the employee provides medical verification of the illness, which is acceptable to the Medical Center.

The Medical Center agrees to notify the Union of individuals who call in under these circumstances. If it is determined between the Medical Center and the Union that the employee has abused the intent of the PTO program, the Medical Center will deduct an amount equal to the employee's daily scheduled hours, from his PTO bank, with a subsequent occurrence of any of the circumstances listed in a-e, above. This is in addition to the PTO hours that are paid to the employee when the employee has called in.

In the event the employee does not have sufficient PTO hours available, the Medical Center and the Union will determine the appropriate action to take.

E. Holidays

Definition of Holiday. The Holiday is defined as the shift beginning on or after 10:00 p.m. on the eve of the calendar date of the holiday and ends twenty-four (24) hours later. There may be times when the Administration implements a holiday schedule on a day(s) other than the holiday. In this case, the holiday worked is always paid on the actual holiday.

1. Paid Time Off Pay for Holidays. Employees may use PTO pay for the following holidays:

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

All seniority employees schedule to work twenty (20) hours or more per week, as indicated in the Human Resources records, are eligible to be paid Paid Time Off hours according to the employee's daily scheduled hours.

2. Holiday/PTO Pay Option

For holiday worked or when scheduled off, an Employee will automatically be paid according to his daily scheduled hours, provided that the Employee has the accrued PTO hours available. An Employee may elect not to be paid PTO hours. The Employee must make this election in writing and must be received in the payroll department no later than the Friday before the pay ending date in which the holiday occurs.

Employees assigned voluntary or mandatory HC on the actual holiday will automatically receive payment of Paid Time Off hours, unless a request is made to not be paid as indicated above.

3. Paid Time Off hours for a holiday will not be paid to an Employee who is:
 - i. On a disciplinary suspension;
 - ii. Laid off before the holiday;
 - iii. On a leave of absence (unless specifically requests to be paid);
 - iv. Receiving benefits under the Short Term Disability Program (unless specifically requests to be paid).

4. Holiday Worked. Employees shall be required to work holidays on a fair, rotating basis. In addition to paid time off for a holiday, holiday hours shall be paid according to Sections (a), (b) and (c) below for the term of the Agreement:
 - a. For Employees hired before February 4, 1999: all holiday hours worked are paid at the rate of two (2) times the Employee's base hourly rate of pay (plus applicable shift and weekend differentials which are paid at the straight time rate). If overtime hours (as defined in Article 17, Section 8) are worked on a holiday (as defined above), the Employee will receive an additional one and one-half times his base hourly rate of pay.
 - b. For Employees hired between February 4, 1999, and December 31, 2001: Effective the first of the pay following 48 months of employment, the Employee will be eligible for holiday worked pay at two (2) times their base hourly rate of pay (plus applicable shift and weekend differentials [see Article 30] which are paid at the straight time rate) in addition to paid time off hours paid for a holiday. If overtime hours (as defined in Article 17, Section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half times his base hourly rate of pay.
 - c. For Employees hired after December 31, 2001: holiday hours worked are paid at one and one-half times their base hourly rate (plus applicable shift and weekend differentials [see Article 30] which are paid at the straight time rate) in addition to paid time off hours paid for a holiday. If overtime hours (as defined in Article 17, Section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half times his base hourly rate of pay.
5. To be eligible to be paid Paid Time Off hours for a holiday not worked, the Employee must have worked at least four (4) hours of his last scheduled work day prior to, and of his next scheduled work day following the holiday or have been on an approved sick day or an approved day off. If an Employee is scheduled to work on a holiday and fails to report for work, Paid Time Off hours will not be paid unless the absence is for a reasonable cause, such as illness, death in the immediate family, or other personal emergency, or unless the Medical Center, for staffing or other business reasons, has authorized the employee to be absent on that scheduled holiday. If an employee is scheduled to work on a holiday and fails to report for work within the first two (2) hours of that scheduled holiday, Paid Time Off hours will not be paid unless the absence is for a personal emergency, or unless the Medical Center, for staffing or other business reasons, has authorized the employee to be absent on that scheduled holiday. If a holiday falls during the employee's vacation, the employee will be paid Paid Time Off hours for that holiday, provided the Paid Time Off hours are available.

Holidays falling on days taken for illness, as opposed to personal time off or time off for sick leave under the Short Term Disability Program, shall be paid.

- a. Employees may request additional days off no later than fifteen (15) days before the posting of the schedule.
- b. When the schedule is prepared and when it is determined that additional days off still need to be granted:
 - i. The employee(s) on the unit and shift whose hours are less than forty (40) per week - as indicated in the Human Resources records - will not be assigned to work more than those hours per week within the pay period, provided there is adequate coverage on that unit/area and shift and;
 - ii. As needed, employee(s) scheduled to work more than sixteen (16) hours per week with the least amount of classification seniority on the shift and in the unit/area will each be assigned one (1) additional day off within the pay period in which the holiday falls. (This paragraph excludes those employees who have been assigned the holiday plus their regular scheduled days off. However, after the schedule is posted and there is still a need to assign additional days off those days will be assigned by scheduling the employees off who have the least amount of classification seniority on the shift and in the unit/area.)

When the days are assigned as additional days off for the holiday, they will be classified as hospital convenience (HC) days.

With respect to Nursing Service Clerks and PCAs/Nursing Assistants only, the special rule set out in Article 28, Section 1, shall apply.

6. It is recognized that staffing and census frequently change for various reasons. Therefore, after the schedule is posted and it is determined that:
 - A) Additional days off need to be assigned, the procedure as outlined in 2. B. above will continue or
 - B) It is necessary to have an employee(s) work on the day assigned off. If this occurs, then the employee(s) will be called in to work that day in inverse order if more than one employee has been assigned off that day.
7. For Nursing Service Employees, New Year's Eve and Christmas Eve shall not be scheduled as holidays. However, Employees who are scheduled on New Year's Day or Christmas Day will not be scheduled to work on the eve of the holiday that he is scheduled to work. An Employee who is not scheduled on New Year's Day will be scheduled to work on New Year's Eve. An Employee who is not scheduled on Christmas Day will be scheduled to work on Christmas Eve. An Employee, however, may request to work both the eve and the day of the holiday. Any approved PTO does not supersede an Employee's obligation to work his holiday, however, he will not be required to work the eve of the holiday that he is off if he is on approved vacation.

For third shift Employees (twelve hour shifts defined as the shift worked in which the majority of the hours are on the actual holiday, i.e., 12:00 midnight to 12:00 midnight and eight hour shifts beginning on or after 10:00 p.m.) if it is the Employee's holiday to work, he will be scheduled for the eve of the holiday and will be scheduled off on the night of the actual holiday.

Employees may trade shifts on the holiday or the eve, according to the language in Article 27, Hours of Work, Section 2, paragraph 4.

F. PTO Payout

Eligible employees may cash out any PTO hours they have beyond 80 hours in their PTO bank, up to a 40-hour maximum per cash out and up to an 80-hour maximum per calendar year. MHCC designates the dates and frequency of cash out dates, within its discretion. Currently, the cash outs are scheduled for May and November. MHCC requires employees to complete a PTO cash out request three (3) months prior to the anticipated cash out date. PTO cash out request forms are available on the MHCC's intranet.

NOTE: FICA, Federal and State withholding taxes will be withheld from the above gross salary for PTO hours that are paid out.

If the Medical Center becomes aware of an IRS or court case on constructive receipt of paid time off banks, the Medical Center will implement a cap on the number of PTO hours. The parties agree to meet to discuss the effects of implementation of the cap on Employees.

G. Termination

An Employee who terminates his employment with the Medical Center will be paid for 100% of accrued PTO hours as of the date of termination at the Employee's base hourly rate of pay. An Employee who is discharged for cause or who fails to give proper notice of termination, except in emergency situations, (as determined by the Medical Center) will receive 50% of his accrued PTO hours as of the date of termination at the Employee's base hourly rate of pay. In case of death, the PTO hours are paid to the Employee's estate.

An employee who provides proper notice but "calls in" during the fourteen (14) day notice period, will be considered as not providing proper notice, will not be paid PTO for the call-in and will receive 50% of his accrued PTO hours.

ARTICLE 22

SHORT TERM DISABILITY PROGRAM

Eligible employees will receive Short Term Disability benefits in accordance with MyChoice rules.

An Employee is eligible to receive twenty-six (26) weeks of benefits at sixty percent (60%) effective the first day of the month following six (6) months of employment.

To receive Short Term Disability Benefits, the Employee must be unable to perform his regular duties, and he must be actively receiving medical treatment.

The Employer will provide Short Term Disability Benefits in accordance with and subject to the flexible benefit program MyChoice. Please See Appendix V for 2017 MyChoice Schedule of Benefits.

Available PTO hours must be used during the waiting period in order to minimize any loss of income, and pursuant to Article XXI. However, an employee who has forty (40) or less hours of PTO available may request to not be paid or employees with more than forty (40) hours may request that his PTO balance not be reduced below forty (40) hours. The employee needs to notify his manager of such request.

Hours paid are not subject to accrual of additional PTO hours.

After the Employee starts to receive Short Term Disability benefit payments, the Employee may elect to use PTO hours during a disability leave to supplement Short Term Disability benefits and to ensure that the Employee receives up to one hundred percent (100%) of his regular pay. PTO hours used for this purpose will not be considered hours worked and will not count toward the further accrual of paid time off.

The actual extent and conditions of coverage for Short Term Disability Benefits shall be governed by and subject to the complete terms of the master policy at all times.

ARTICLE 24

MAINTENANCE OF DISCIPLINE

Section 1. The Medical Center will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper and safe operations of the Medical Center and the proper care of patients.

Section 2. Disciplinary warnings and actions by the Medical Center may be appealed through the Grievance Procedure.

Section 3. The Medical Center shall notify the Steward in writing within seventy-two (72) hours, giving the reason for such discharge or suspension.

Section 4. The Union may object within ten (10) calendar days of their publication to any rules or regulations it considers unreasonable or in conflict with other provisions of the Agreement; subject to the Grievance Procedure.

ARTICLE 26

MISCELLANEOUS

Section 1. This Agreement is subject to government laws and in the event that any provision of this Agreement shall at any time be held contrary to law by a Court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided thereafter, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. The Medical Center will provide to the Union a bulletin board located on the first floor to be used by the Union. All notices to be posted on the bulletin board shall be presented to the Human Resources Department for posting.

Section 3. The parties recognize that several volunteer organizations perform services in the Medical Center that are a valuable and necessary contribution to the welfare of patients and the operation of the Medical Center, and that in no way interfere or conflict with the duties or privileges of the employees. Such services will continue and shall in no way be affected by the terms of this Agreement.

Section 4. Notice of Termination of Employment. Before terminating their employment with the Medical Center, all employees covered by this Agreement shall give at least two weeks' written notice thereof to the Medical Center. Except in emergency situations, failure to give the two week notification will result in the forfeiture of 50% of his accrued Paid Time Off hours. An employee who provides proper notice but "calls in" during the fourteen (14) day notice period, will be considered as not providing proper notice, will not be paid PTO for the call-in and will receive 50% of his accrued PTO hours.

Section 5. Insurances. The Medical Center reserves the right to change health carriers or to be self-insured providing the Medical Center maintains comparable benefits. The Union will be notified a minimum of four (4) weeks prior to the implementation of such changes.

Section 6. Employees who work for one (1) hour or more beyond the regularly scheduled shift shall be provided with a non-paid lunch period if requested.

Section 7. Each employee, including Employees on leaves of absence, are required to maintain a current record of the correct mailing address and telephone number by making any necessary change in the Human Resources Information System (HRIS). The Medical Center shall be entitled to rely upon the last address and telephone number furnished by the employee for any notification required by this Agreement.

Section 8. Reasonable requests by employees to review their personnel files during normal business hours will be granted.

Section 9. Payment of wages shall be made bi-weekly. All employees will have their paycheck directly deposited to their bank or credit union account at a participating financial institution each and every pay period (bi-weekly). Pay day is the first Friday following the end of the pay period.

Section 10. When applicable, wherever used in this Agreement, the use of masculine or feminine pronouns with reference to an employee refers to either sex.

Section 11. Uniform Standardization The Medical Center will determine the type and color of uniforms worn by employees covered by this collective bargaining agreement.

Section 12. Outsourcing If the Employer decides to subcontract, in whole or in part, any work performed by bargaining unit members, the Employer will meet with the Union thirty (30) days prior to the effective date of the outsourcing. If subcontracting results in a layoff or reduction of hours, the Employer will meet with the Union to discuss the effects of such subcontracting relative to affected employees within the thirty-day notice period above.

ARTICLE 28

LAYOFF AND RECALL

Section 1. When a reduction in the working force is necessary, employees shall be laid off in accordance with classification seniority; that is, the employees with the least classification seniority within the classification affected, shall be laid off first, etc., provided the employees remaining can perform the required work.

Hospital Convenience, whether voluntary or mandatory, may be for a full shift or any part of a shift. However, a mandatory HC may not result in a split shift.

Before the Medical Center HCs any seniority employee on a mandatory basis, the Medical Center will adjust the staffing level by "not needing" staff from the department/unit and shift involved in the following order:

1. First, seniority employees on the department/unit and shift's HC volunteer list will be given the opportunity to take the required shifts or hours off on a voluntary basis. Those employees in nursing units on VHC for the first four (4) hour block will not be required to return for any of the following four (4) hour blocks provided there is a need for reduction in the next block; and
2. Second, seniority employees who are scheduled for overtime hours in that week for which time and one-half pay is paid; and
3. Third, all per diem, flex-time, and temporary employees, shall be laid off from the department/unit and shift involved;
4. Fourth, probationary employees, not on orientation;
5. Fifth, seniority employees who are working extra, non-overtime hours in that week;
6. Sixth, employees working while on educational leave of absence.

When the census is low, as an alternative to temporarily laying off the employees, the Supervisor/Director may require the least senior employee by classification on the shift and in the unit/area involved to take time off for "Hospital Convenience". For those employees taking time off, the supervisor will mark their timekeeping records HC (Hospital Convenience) and for benefit purposes such as credit toward Paid Time Off, progression on the wage scale, and retirement, the hours taken off for Hospital Convenience will be credited as hours paid. Procedure - a notice will be posted if the Supervisor/Director decides the Hospital Convenience time off will be the next day from the date of decision so that employees may volunteer for time off, as indicated in paragraph 1, above. If Hospital Convenience time off is decided on the day the Hospital Convenience time off is to be taken, and there are no requests for voluntary time off from affected employees, the least senior employee by classification on the shift and unit/area involved will be required to take time off.

Whenever HC is required, the Medical Center will make a reasonable effort to give the involved employee advance notice. If no notice is received and the employee reports for work and is then sent home, he will receive one (1) hour's pay, including any applicable differentials, but not more than three (3) times in a contract year.

Notwithstanding the foregoing, when it is determined on a particular day that HC must be assigned to a Nursing Service Clerk or to a Nursing Assistant, then the following procedure will apply:

Clerks:

The least senior Clerk on duty on the day and shift in which the HC must be given will be assigned the HC. The more senior Clerk will then be assigned to the unit where the least senior Clerk was assigned, provided the more senior employee is qualified to perform the available work as determined by the Medical Center.

Units excluded from this provision are: Emergency Room, Oncology-Chemo Clinic, and Surgical Services (i.e., Endo/Minor Procedures, Operating Room, Post Anesthesia Care Unit, Pre-Procedure Holding and Pre-Procedure Screening.).

Nursing Assistants:

The least senior Nursing Assistant on duty on the day and shift in which the HC must be given will be assigned the HC. The more senior Nursing Assistant will then be assigned to the unit where the least senior Nursing Assistant was assigned, provided the more senior employee is qualified to perform the available work as determined by the Medical Center.

Patient Care Associates:

The procedure for HC'ing Patient Care Associates is described in paragraph 2 of Section 1.

For reduction in the work force during a holiday period, refer to Article 21, Section 5.

When the Union pays stewards for time lost due to meetings with the Administration, the time will be considered as "Hospital Convenience".

Section 2. Temporary Closure of a Unit

- HC will continue to be given to the highest senior for a voluntary HC, or lowest senior for a mandatory HC. No priority is given to the employees from the unit which has temporarily closed. Voluntary HC's will not be granted if a need exists in another unit.
- If it is necessary to pull, the employees from the temporarily-closed unit will be pulled first.
- If additional pulls are required, the decision will be made by the appropriate manager/supervisor, based upon the census, acuity and needs of each of the nursing units.

Section 3. Whenever any employee is to be laid off, (other than a disciplinary lay off) the Medical Center shall notify the employee and Steward at least twenty-four (24) hours in advance of such layoff, unless such notice is impossible.

Section 4. Laid off employees shall be recalled in accordance with classification seniority in the classification where the recall is made; that is, the employee with the greatest classification seniority in the classification where the recall is made shall be recalled first, etc.

Section 5. When recalling laid off employees, the Medical Center will notify them by certified mail at their last known address. If such employees do not notify the Medical Center within three (3) days from the receipt of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Medical Center may call in the next employee in line and he shall be given a minimum of five (5) work days, after which the proper person could come in to work.

Section 6. The Union Stewards, not exceeding eight (8) in number whose names shall be furnished to the Medical Center shall, during their terms of office, be placed at the head of their classification seniority list and shall have top seniority for purposes of layoff and recall only, and provided that in any event they must have the ability to perform the available work. If the Stewards are elected or appointed from their specific classification, it will be assumed that they have the ability to perform the work in that classification.

Section 7. Should any layoffs result from a discontinuance of a department or the reorganization of the Medical Center, the Medical Center agrees that it will protect such laid off employees by offering them employment in bargaining unit classifications, consistent with their ability, before new, inexperienced employees will be hired in such other departments.

In cases of layoff, as set forth in this Section, employees who have been continuously employed by the Medical Center may use their original classification seniority, as adjusted for the time worked in another classification, as defined in Article 5, Section 11, and as provided in Article 5, Section 5.

Section 8. The Medical Center will continue the Medical Insurance and Dental Insurance, of a laid off employee through the end of the month during which the layoff occurs. The laid off employee may continue these coverages under the COBRA Program, providing the employee pays the premium for such coverage to McLaren Health Care, as per the COBRA policy. The Medical Center will continue life insurance for the laid off employee for three (3) months of layoff. The employee may continue his optional life insurance for sixty (60) days by paying the premium, by the fifteenth (15th) of the month prior to the month for which the insurance would apply. In the event the employee fails to pay on time any required premium under this section, the insurance will be discontinued and will not be reinstated as long as the employee is laid off.

ARTICLE 29

WAGES

Section 1.

Wage ranges for each classification are in Appendix IV of this Agreement. Each range is identified with a minimum, midpoint and maximum rate of pay.

An employee can be hired at a rate above the minimum, based upon comparable service or experience, but not beyond the midpoint of the range into which the employee is being hired without notification to the union.

Section 2. Wage Increases:

- (a) **Ratification Bonus:** Effective the first full pay period following ratification, all FT and PT employees will receive a \$250.00 ratification bonus.
- (b) **2021:** Effective upon ratification, all FT and PT employees will receive the following increases:
 - i. Dietary Aides, EVS Aides, Nurse Assistants, Lab Assistant II's, OBCA's and PCA's will receive a six and half (6.5%) percent wage increase to their regular rate of pay.
 - 1. New minimum rate of pay for Nurse Assistant's, Lab Assistant's OBCA's and PCA's of \$14.00 per hour. (For all Nurse Assistant's, Lab Assistant II's OBCA's and PCA's classifications, the actual increase will be 6.5% or the new minimum for those below the \$14.00, whichever is greater but not both.)
 - ii. Nursing Clerks will receive a five (5%) percent wage increase to their regular rate of pay.
 - iii. All other classifications will receive a three (3%) percent wage increase to their regular rate of pay.
- (c) **2022:** Effective the last full pay period in January 2022, all FT and PT employees will receive a two (2%) percent wage increase to their regular rate of pay.
- (d) The hospital may provide market increase to jobs as may be determined by the Hospital in order to recruit and retain employees. In addition, the Hospital may provide annual bonus compensation based upon organizational performances as determined by the Hospital.

Section 3. When an employee goes from one classification to another by virtue of promotion, job bidding or exercise of seniority, the employee's rate of pay will be affected in one of the following manners:

1. maintain current rate of pay, or
2. receive the minimum of the new pay range, or
3. the employee may receive up to a four percent (4%) increase.
4. In the event the position is in a lower pay range, the employee's rate of pay will be at the same percentile of the new range as their current pay range, but not below the minimum or above the maximum of the pay range.

Calculation example: $\$15.92$ (current wage) \div $\$17.51$ (top of current scale) = 91% x $\$16.91$ (top of scale transferring to) = $\$15.39$ (new rate).

Section 4.

- a. It is recognized that changes in existing job duties, creation of new jobs, inability to recruit, retention issues, and other circumstances may require the installation of new wage rates or adjustments of existing wage rates. When the above issues arise, the Medical Center shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.
- b. At the time of putting such temporary rate into effect, the Medical Center will notify the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Medical Center's Human Resources Department within fifteen (15) days after notice from the Medical Center has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being questions of fairness of the rate to be established.
- c. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the Medical Center, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the Grievance Procedure.

Section 5. The Medical Center and the Union agree that during the life of this contract, the Medical Center may expand the role of bargaining unit classifications in designated units.

In addition, it is understood and agreed that the Medical Center may combine functions of various positions, e.g., Nursing Assistant, Phlebotomist/Laboratory Assistants, Environmental Services Aide and Dietary Aide. The Union will be notified prior to implementation of combined job functions.

ARTICLE 30

DIFFERENTIALS AND CALL PAY

Section 1.

A. Definition of Shifts:

<u>SHIFT</u>	<u>SHIFTS STARTING ON OR AFTER</u>	<u>BUT BEFORE</u>
1ST SHIFT	5:00 a.m.	2:00 p.m.
2ND SHIFT	2:00 p.m.	10:00 p.m.
3RD SHIFT	10:00 p.m.	5:00 a.m.

B. Shift Differential:

1. For employees hired prior of ratification 2/25/2021, the following shift differentials shall apply to employees eligible for shift differentials:

A shift differential of six percent (6%) of the employee's base rate of pay is paid to the employee for all hours worked during the shift that begins as defined above for the 2nd shift, not to exceed \$1.80 per hour.

A shift differential of eight percent (8%) of the employee's base rate of pay is paid to the employee for all hours worked during the shift that begins as defined above for the 3rd shift, not to exceed \$2.50 per hour.

Eleven and One-Half (11.5) and Twelve (12) Hour Shifts – A shift differential of seven percent (7%) of the employee's base rate of pay is paid to the employee for all hours worked during the hours of 3:00 p.m. and 7:30 a.m., not to exceed \$2.15 per hour.

2. For employees hired on or after of ratification 2/25/2021 the following shift differentials shall apply to employees eligible for shift differentials:

Second and Third Shift Employees:

Employees who are regularly assigned to second (2nd) shift will receive a shift differentials of \$1.25 per hour for hours actually working during their shift if the start time of their shift falls between the hours designated as second (2nd) shift.

Employees who are regularly assigned to third (3rd) shift will receive a shift differentials of \$1.75 per hour for hours actually working during their shift if the start time of their shift falls between the hours designated as third (3rd) shift.

Eleven and One-Half (11.5) and Twelve (12) Hour Night Shifts:

Employees who are regularly assigned an 11.5 or 12 hour shift and have a start time that fall on or after 2:00 p.m. but before 5:00 a.m. will receive a shift differential of \$1.50 per hour for all hours actually worked during their shift.

Section 2. Weekend Differential.

For employees hired prior to 2/25/2017, weekend differential of six percent (6%) is paid to the employee for all hours worked during the weekend. The weekend is defined in Article 17, Section 6 not to exceed \$1.90 per hour.

All employees hired after 2/25/2017, will receive the following weekend differential.

1. For eight (8) and ten (10) hour shift employees, a weekend differential of \$1.00 will be paid for shifts beginning on or after 10:00 p.m. on Friday, and for all hours worked until 9:59 p.m. on Sunday.
2. For twelve (12) hour shift employees, a weekend differential of \$1.00, will be paid for shifts beginning on or after 6:30 p.m. Friday and for all hours worked until 6:30 p.m. Sunday.

Section 3. On-Call Pay. The “on-call” rate of \$2.50 per hour is applicable to all eligible employees. Employees who work as an Obstetrics Care Associate (OBCA) will receive an on-call rate of \$4.00 per hour for all on-call hours.

In addition to the “on-call” pay, when an employee who is "on-call" is called in and does report for work, the employee is paid at the rate of time and one-half (1 1/2) of the employee's base rate of pay plus shift and weekend differential, if applicable, for the time actually on duty -- or a minimum of one (1) hour, whichever is greater.

When an employee “on-call” is called in on one of the holidays listed below and does report for work, the employee receives an additional one-half (1/2) times the employee's base hourly rate for hours worked or for a minimum of one (1) hour, whichever is greater.

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

Section 4. Call In Pay. Employees of Maintenance Department and Surgical Support Associates (SSAs) who are called in to work for reasons other than to replace an absentee, will be paid \$20.00 in addition to their wages each time they are called in to work and do actually come in and report to work.

ARTICLE 31

TERM OF AGREEMENT

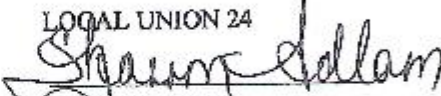
Section 1. Except as herein otherwise provided, this Agreement shall become effective as of the 25th day of February, 2021 and shall continue in full force and effect until midnight February 24, 2023 and for successive annual periods thereafter unless at least ninety (90) days prior to the end of this original term, or of an annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, etc., shall have the effect of terminating this Agreement in its entirety at the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiations no later than sixty (60) days prior to the termination date.

MCLAREN BAY REGION



Catherine Potts
Allison Joyce

LOCAL UNION 24


Deane Keane
Anne Brandt
Janet Kruse
Doris Chle
Heidi G. Hughes

ACCRUAL OF BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE

Type of Leave of Absence (LOA)	Benefit	Explanation
<ul style="list-style-type: none"> - Disability LOA - Compensable Disability LOA 	Medical Coverage	- MBR pays its portion and employees pay their portion for the first six (6) months, after which employee will have the option to continue coverage by enrolling in COBRA for the duration of the leave or eighteen (18) months, whichever comes first.
	Dental	- MBR pays its portion and employee pays their portion for the first six (6) months, after which employee will have the option to continue coverage by enrolling in COBRA for the duration of the leave or eighteen (18) months, whichever comes first.
	Life Insurance	<ul style="list-style-type: none"> - Basic to be paid by MBR for one (1) year. - Supplemental Life, employee pays for one (1) year then employee has to convert coverage.
	Benefits Based on Hours Paid	- No Accrual while on LOA
<ul style="list-style-type: none"> - Family LOA 	Medical Coverage	- MBR pays its portion for the first twelve (12) weeks of family leave. Employee will have the option to continue coverage by enrolling in COBRA for the duration of the leave or eighteen (18) months whichever comes first. A disability leave counts toward the twelve (12) weeks of a family leave for which MBR pays its portion for the first six (6) months, after which employee will have the option to continue coverage by enrolling in COBRA for the duration of the leave or eighteen (18) months, whichever comes first.
	Dental Coverage	- MBR pays its portion for the first twelve (12) weeks of family leave. Employee will have the option to continue coverage by enrolling in COBRA for duration of the leave or eighteen (18) months. whichever comes first. A disability leave counts toward the twelve (12) weeks of a family leave for which MBR pays its portion for the first six (6) months, after which employee will have the option to continue coverage by enrolling in COBRA for the duration of the leave or eighteen (18) months, whichever comes first.
	Life Insurance	<ul style="list-style-type: none"> - Basic -- MBR pays for twelve (12) weeks. - Supplemental – Employee pays for duration of Family leave. A disability leave counts toward the first twelve (12) weeks of Family Leave.

	Benefits Based on Hours Paid	- No Accrual While on LOA.
- Personal LOA - Educational LOA - Union Business LOA	Medical Coverage Dental Coverage	- Employee will have the option to continue coverage by enrolling in COBRA for duration of the leave or eighteen (18) months, whichever comes first.
	Life Insurance	- Coverage is cancelled the end of the month of in which the LOA commences and the employee may enroll in coverage upon return to work according to the Plan document.
	Benefits Based on Hours Paid	- No Accrual While on LOA.
- Jury Duty LOA - Bereavement LOA	Medical Coverage Dental Coverage	- No effect.
	Life Insurance	- No effect.
	Benefits Based on Hours Paid	- No effect.
- Military LOA	Medical Coverage Dental Coverage	- In accordance with applicable law.
	Life Insurance	- In accordance with applicable law.
	Benefits Based on Hours Paid	- In accordance with applicable law.

Non-insured programs such as ambulance, telephone and private room option, if available, will be continued during leaves of absence as follows:

- Disability LOA	- Non-insured programs (above) for first six (6) months only.
- Family LOA	- Non-insured programs are not available during leave.
- Personal, Educational, Transfer LOA	- Not available during leave.
- Jury Duty and Bereavement LOA	- Continue during leave.
- Military LOA	- In accordance with applicable law.

Wherever coverage for benefits terminates, the Employee, upon returning from a Leave of Absence, must report to the Human Resources Department to determine eligibility in accordance with the contract.

APPENDIX 2

DEFINITION OF HOURS PAID

For benefit purposes, the term "hours paid" is defined as follows:

- Regular Hours Worked
- Overtime Hours Worked
- Meeting Pay Hours Paid
- Jury Duty Hours Paid
- Holiday Worked Hours Paid
- Paid Time Off Hours Paid
- Hospital Convenience Hours
- Bereavement Hours Paid
- Workshop and Seminar Hours Paid

Hours Paid EXCLUDE:

- On-Call/Call-in Pay
- Short Term Disability Pay
- Paid Time Off Buy Back

APPENDIX 3
(Page 1 of 2)

McLaren Health Care
MyChoice

January 1, 2021 - December 31, 2021

Pay Period Deductions are taken from the first two paycheck of each month.

		Full-Time Employees with 70 Hours or More		Part-Time Employees with 40 to 69 Hours	
HA Premier	Total Monthly Premium	15% Monthly Premium	Pay Period Deduction	30% Monthly Premium	Pay Period Deduction
Employee (EE) Only	\$451.84	\$67.78	\$33.89	\$135.55	\$67.78
EE & Child(ren)	\$903.69	\$135.55	\$67.78	\$271.11	\$135.55
EE & Spouse	\$1,084.43	\$162.66	\$81.33	\$325.33	\$162.66
EE & Spouse & Child(ren)	\$1,292.28	\$193.84	\$96.92	\$387.68	\$193.84
HA Premier Plus	Total Monthly Premium	25% Monthly Premium	Pay Period Deduction	40% Monthly Premium	Pay Period Deduction
Employee (EE) Only	\$619.24	\$154.81	\$77.41	\$247.70	\$123.85
EE & Child(ren)	\$1,238.48	\$309.62	\$154.81	\$495.39	\$247.70
EE & Spouse	\$1,486.18	\$371.55	\$185.77	\$594.47	\$297.24
EE & Spouse & Child(ren)	\$1,771.03	\$442.76	\$221.38	\$708.41	\$354.21
DELTA 1000	Total Monthly Premium	Monthly Premium	Pay Period Deduction	Monthly Premium	Pay Period Deduction
Employee (EE) Only	\$27.14	\$6.79	\$3.39	\$13.57	\$6.79
EE & Child(ren)	\$65.41	\$16.35	\$8.18	\$32.71	\$16.35
EE & Spouse	\$52.99	\$13.25	\$6.62	\$26.50	\$13.25
EE & Spouse & Child(ren)	\$91.35	\$22.84	\$11.42	\$45.68	\$22.84
DELTA 1200	Total Monthly Premium	Monthly Premium	Pay Period Deduction	Monthly Premium	Pay Period Deduction
Employee (EE) Only	\$31.41	\$11.06	\$5.53	\$17.84	\$8.92
EE & Child(ren)	\$83.23	\$34.17	\$17.09	\$50.53	\$25.27
EE & Spouse	\$61.53	\$21.79	\$10.90	\$35.04	\$17.52
EE & Spouse & Child(ren)	\$113.59	\$45.08	\$22.54	\$67.92	\$33.96
DELTA 1500	Total Monthly Premium	Monthly Premium	Pay Period Deduction	Monthly Premium	Pay Period Deduction
Employee (EE) Only	\$38.66	\$18.31	\$9.16	\$25.09	\$12.55
EE & Child(ren)	\$103.87	\$54.80	\$27.40	\$71.16	\$35.58
EE & Spouse	\$74.59	\$34.85	\$17.43	\$48.10	\$24.05
EE & Spouse & Child(ren)	\$139.75	\$71.24	\$35.62	\$94.08	\$47.04
EyeMed	Total Monthly Premium	Monthly Premium	Pay Period Deduction	Monthly Premium	Pay Period Deduction
Core-EE Only	\$0.89	\$0.20	\$0.10	Not Eligible	Not Eligible
Core-EE & Child(ren)	\$1.77	\$0.20	\$0.10	Not Eligible	Not Eligible
Core-EE & Spouse	\$1.68	\$0.20	\$0.10	Not Eligible	Not Eligible
Core-EE/Spouse/Child(ren)	\$2.60	\$0.20	\$0.10	Not Eligible	Not Eligible
Buyup-EE Only	\$8.60	\$7.71	\$3.86	\$8.60	\$4.30
Buyup-EE & Child(ren)	\$17.20	\$15.43	\$7.72	\$17.20	\$8.60
Buyup-EE & Spouse	\$16.34	\$14.66	\$7.33	\$16.34	\$8.17
Buyup-EE/Spouse/Child(ren)	\$25.28	\$22.68	\$11.34	\$25.28	\$12.64

APPENDIX 3
MyChoice
January 01, 2021 – December 31, 2021
(Page 2 of 2)

Drug	Preferred Pharmacies Member Financial Responsibility	Non-Preferred Pharmacies Member Financial Responsibility
Tier 1 (Preferred Generic)	\$10 Copayment ² No Deductible	\$10 Copayment Plus 25% of Reasonable and Customary Amount Paid by Plan
Tier 2 (Preferred Brand)	\$30 Copayment No Deductible	\$30 Copayment Plus 25% of Reasonable and Customary Amount Paid by Plan
Tier 3 (Non-Preferred Generic, Non- Preferred Brand and Specialty Drugs)	\$50 Copayment No Deductible	\$50 Copayment Plus 25% of Reasonable and Customary Amount Paid by Plan
Preventive Drugs	\$0 ²	25% of Reasonable and Customary Amount Paid by Plan
Mail Order Drugs – Brand only (Preferred and non-Preferred Brand Name Drugs and Brand Name Preventive Drugs)		One Copayment (as applicable) for a 3-month supply ³

**APPENDIX 4
(PAGE 1 OF 6)**

WAGE RANGES FOR BARGAINING UNIT CLASSIFICATIONS

Patient Safety Associate

EFFECTIVE UPON RATIFICATION

\$11.30	\$13.32	\$15.34
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$11.53	\$13.58	\$15.64
_____	_____	_____
Minimum	Midpoint	Maximum

Dietary Aide, Environmental Services Aide (w/Lead classification - + \$1.00)

EFFECTIVE UPON RATIFICATION

\$11.68	\$13.77	\$15.86
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$11.92	\$14.05	\$16.18
_____	_____	_____
Minimum	Midpoint	Maximum

Dietary Aides who perform Diet Office Aide or Cook functions or Dietary Aides who perform Transporter functions driving the dietary truck will receive a differential of \$.50 per hour for all hours of the shift in which the Aide performs these other functions.

Transporter, Rehab Aide, Surgical Support Associate

EFFECTIVE UPON RATIFICATION

\$12.49	\$15.15	\$17.80
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$12.74	\$15.45	\$18.15
_____	_____	_____
Minimum	Midpoint	Maximum

Nurse Assistant

EFFECTIVE UPON RATIFICATION

\$14.00	\$16.13	\$18.74
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$14.28	\$16.45	\$19.12
_____	_____	_____
Minimum	Midpoint	Maximum

Cardiac Care Associate, Endo PPH Care Associate

EFFECTIVE UPON RATIFICATION

\$12.92	\$15.85	\$18.78
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$13.17	\$16.16	\$19.15
_____	_____	_____
Minimum	Midpoint	Maximum

Custodian, Store Keeper

EFFECTIVE UPON RATIFICATION

\$12.74	\$15.07	\$17.41
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$13.00	\$15.38	\$17.76
_____	_____	_____
Minimum	Midpoint	Maximum

Cook

EFFECTIVE UPON RATIFICATION

\$13.55	\$16.19	\$18.83
_____	_____	_____
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$13.83	\$16.52	\$19.20
_____	_____	_____
Minimum	Midpoint	Maximum

Sterile Processing Tech, Sterile Processing Tech w/Certification (+\$.50)

EFFECTIVE UPON RATIFICATION

\$15.66	\$18.18	\$20.70
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$15.97	\$18.54	\$21.12
Minimum	Midpoint	Maximum

Lab Assistant II, OB Care Associate, Patient Care Associate (+\$1.00 Lead Lab Assistant)

EFFECTIVE UPON RATIFICATION

\$14.00	\$16.39	\$19.41
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$14.28	\$16.71	\$19.80
Minimum	Midpoint	Maximum

Clerk Nursing

EFFECTIVE UPON RATIFICATION

\$13.71	\$16.59	\$19.47
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$13.99	\$16.92	\$19.86
Minimum	Midpoint	Maximum

Maintenance Mechanic

EFFECTIVE UPON RATIFICATION

\$17.72	\$21.18	\$24.64
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$18.07	\$21.60	\$25.13
Minimum	Midpoint	Maximum

Maintenance Mechanic Sr., Maintenance Mechanic Sr. w/Special Certification (+\$1.00)

EFFECTIVE UPON RATIFICATION

\$19.19	\$22.16	\$25.13
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$19.57	\$22.60	\$25.63
Minimum	Midpoint	Maximum

Carpenter, Electrician, HVAC Tech, Plumber (w/special certification - + \$1.00; w/license - + \$2.00)

EFFECTIVE UPON RATIFICATION

\$22.82	\$25.98	\$29.14
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$23.28	\$26.50	\$29.72
Minimum	Midpoint	Maximum

Painter

EFFECTIVE UPON RATIFICATION

\$17.71	\$21.18	\$24.64
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$18.07	\$21.60	\$25.13
Minimum	Midpoint	Maximum

Lab Technical Assistant

EFFECTIVE UPON RATIFICATION

\$15.12	\$18.04	\$20.97
Minimum	Midpoint	Maximum

EFFECTIVE 2/27/2022

\$15.57	\$18.59	\$21.60
Minimum	Midpoint	Maximum

APPENDIX V (5)

2017 MYCHOICE SHORT TERM DISABILITY SCHEDULE OF BENEFITS

Schedule of Benefits

Benefits begin on the fifteenth (15) day of absence due to disability.

Maximum duration of benefits.....26 weeks

Benefit percentage60%

Maximum benefit.....\$1,731 per week

Benefit Calculation

Weekly

Short Term Disability Benefit = Hours Scheduled per Week x base x benefit
(40 hour maximum) hourly rate percentage
(as indicated in the
Human Resources record
at the time of the occurrence)



BAY REGION

Patient Rights & Responsibilities

1. You cannot be denied appropriate care on the basis of race, creed, religion, color, national origin, sex, age, handicap, marital status, sexual preference, or source of payment.
2. You are entitled to inspect, or receive for a reasonable fee, a copy of your medical record upon request. Another party shall not be given a copy of your medical record without your prior authorization.
3. You are entitled to confidential treatment of your personal and medical records, and you may refuse their release to any person outside the hospital except as required because of a transfer to another health care facility or as required by law or third party payment contract.
4. You are entitled to privacy, to the extent feasible, in treatment and in caring for your personal needs with consideration, respect, and full recognition of your dignity and individuality.
5. You may request a transfer to a different room if another patient or a visitor is unreasonably disturbing you, and if another equally suitable room is available.
6. You are entitled to receive adequate and appropriate care, information about your medical condition, outcomes of care, including unanticipated outcomes, proposed course of treatment, and prospects for recovery, in terms that you can understand, unless medically inappropriate as documented by the attending physician in the medical record.
7. If you are over age 18, you have the right to designate a “patient advocate” to make medical treatment decisions for you in the event that you are unable to participate in your own medical treatment decisions.
8. You may refuse treatment to the extent provided by law and you are entitled to be informed of the consequences of that refusal. If your refusal of treatment prevents McLaren Bay Region or our staff from providing appropriate care according to ethical and professional standards, your relationship with McLaren Bay Region may be terminated upon reasonable notice.
9. You are entitled to exercise your rights as a patient and as a citizen, and to this end you may present grievances or recommend changes in policies and services on behalf of yourself or others to our staff, to government officials, or to another person of your choice within or outside the hospital. You are allowed to present these recommendations or grievances free from restraint, interference, coercion, discrimination, or reprisal. You are entitled to information about McLaren Bay Region’s policies and procedures for initiation, review, and resolution of patient complaints.
10. You are entitled to receive information concerning any experimental procedure proposed as part of your care, and you have the right to refuse to participate in the experiment without jeopardizing your continuing care.
11. You are entitled to receive and examine an explanation of your bill, regardless of the source of payment, and upon request you may receive information relating to financial assistance available through the facility.
12. You are entitled to know who is responsible for, and who is providing your direct care, and you may receive information concerning your continuing health needs and alternatives for meeting those needs, and you may be involved in your discharge planning, if appropriate.
13. You may associate and have private communications and consultations with your physician, attorney, or any other person of your choice; and you may send and receive personal mail unopened on the same day it is received at the hospital, unless your physician documents in the medical record that it is medically unwise to do so. Your civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices cannot be infringed, and McLaren Bay Region will encourage and assist in the fullest possible exercise of those rights. You may meet with and participate in the activities of social, religious, and community groups at your discretion, unless your physician documents in the medical record that it is medically unwise to do so.
14. You are entitled to be free from mental and physical abuse and from physical and chemical restraints, except those restraints authorized in writing by a physician for a specified and limited time, or as are necessitated by an emergency to protect you from injury to yourself and/or others. In this case, the restraint may only be applied by a qualified professional who must set forth in writing the circumstances requiring the use of restraints, and who shall promptly report the action to the attending physician. In case of a chemical restraint, a physician shall be consulted within 24 hours after the restraint has been initiated.
15. You are entitled to be free from performing services for McLaren Bay Region that are not included for therapeutic purposes in your plan of care.
16. You are entitled to information about McLaren Bay Region’s rules and regulations affecting patient care and conduct.
17. You have the right to have your pain assessed and appropriately managed. You have the right to receive education related to your pain and pain control measures. You can expect that your requests for pain relief will receive rapid response, that your reports of pain will be taken seriously, and that the staff will use state of the art pain management techniques.

You may have access to protective services in this community. Protective services in Bay County include the Department of Human Services and the Women’s Center. These organizations can be contacted by asking your caregiver or case manager/social worker to help. You may also contact these agencies directly at the numbers below.

Department of Human Services (Formerly FIA) - (989) 895-2100

Children’s Services — (989) 895-2147

The Women’s Center (For Victims of Domestic Violence and Sexual Assault) - (800) 834-2098; or (989) 686-4551

The Ethics Advisory Group can be convened at any time to deal with urgent patient care issues. Patients, families, nursing staff or physician may request an Ethics Advisory Review by contacting the nursing supervisor, Risk Management or Chairman of the Ethics Advisory Group.

YOUR RESPONSIBILITIES

1. Follow the rules and regulations affecting patient care and conduct.
2. Provide a complete and accurate medical history.
3. Inform your caregivers if you have appointed a “patient advocate.”
4. Let your caregivers know whether you completely understand your plan of care and what you are expected to do.
5. Follow the recommendations and advice prescribed by your physician. You are responsible for the outcomes if you do not follow the care, service, or treatment plan.
6. Provide any information about unexpected complications that arise in your treatment, and report any perceived risk in your care.
7. You are responsible for being considerate of the rights of other patients and hospital personnel and property.
8. You are responsible for providing McLaren Bay Region with accurate and timely information concerning your sources of payment and your ability to meet financial obligations.

If you feel that any of your rights as a patient have been denied, contact:

Michigan Department of Community Health
Bureau of Health Systems
Division of Operations, Complaint Investigation Unit
P.O. Box 30664, Lansing, Michigan 48909
1 (800) 882-6006
ahsinfo@michigan.gov

The public may also contact the following organization with concerns about patient care and safety in the hospital that you feel the hospital has not addressed:

Joint Commission’s Office of Quality Monitoring
1 (800) 994-6610, or complaint@jointcommission.org

**MCLAREN BAY REGION
1900 Columbus Avenue
Bay City, MI 48708**

Mary Thompson
Local 688 - IBEW Hall
1300 W. Thomas
Bay City, MI 48708

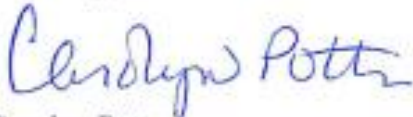
RE: Training of New Employees

Dear Mary:

During the negotiations for the 1999-2001 collective bargaining agreement by and between McLaren Bay Region and Local 688, the parties discussed employees who train new employees in their department.

The Medical Center will attempt to utilize employees who have a minimum of one (1) year of seniority to perform training functions.

Sincerely,



Carolyn Potter
Vice President-Human Resources

**MCLAREN BAY REGION
1900 COLUMBUS AVE
BAY CITY MI 48708**

Mary Thompson
Local Union #688 – IBEW Hall
1300 W. Thomas
Bay City, MI 48706

RE: Clerk Nursing Scheduling

Dear Mary:

During the negotiations for the 2008-2010 collective bargaining agreement between McLaren Bay Region and UNITE HERE! Local Union 688, discussion was held regarding the scheduling of the Clerks-Nursing.

The parties agreed to the following:

After the draft schedule for the clerks – nursing has been prepared and there are still open shifts to be filled, the process outlined below will be followed:

- Available shifts will be posted;
- Nursing Clerks may call at 3:00 PM on Thursday of pay week;
- Within the first twenty-four (24) hours, shifts will be limited to no more than two (2) on a first-come, first-served basis.
- After the first twenty-four (24) hours, provided there are still open shifts to fill, the remaining shifts will be filled on a first-come, first-served basis, excluding per diem clerks.
- Provided open shifts remain available, per diem clerks may call Saturday after 7:00 a.m.
- Once the schedule is posted, and assuming that a per diem clerk has agreed to work a specific shift, a regular clerk will only have the ability to displace the per diem clerk for an entire shift and with a minimum of twenty-four (24) hours notice. (This can be confirmed by checking the “original schedule” file maintained in the Nursing Informatics office.)

The parties further agree the distribution of overtime language in Article XVII, Section 8, paragraph F will no longer apply to Clerks-Nursing.

When practical, the Medical Center will attempt to schedule part-time Clerks-Nursing for additional straight time hours before scheduling overtime hours.

Kindly indicate your concurrence by signing this letter.

Sincerely,


Carolyn Potter

Vice President-Human Resources


Mary Thompson, Business Agent
UNITE HERE! Local Union 688

McLaren Bay Region
1900 Columbus Avenue
Bay City, MI 48708

Letter of Understanding

Mary Thompson
Local Union 688
1300 W. Thomas
Bay City, MI 48706


RE: Defined Benefit Pension Plan Subsidy

Dear Mary:

In the negotiations for the collective bargaining agreement between the parties to be effective January 1, 2014, the parties discussed the above-cited issue and agreed that, effective January 1, 2015, at 12:00 a.m., the benefit service years accrued by eligible employees under the Bay Regional Medical Center's Employee Defined Benefit Pension Plan shall be frozen. For example, an eligible employee with thirty (30) years of accrued benefit years of service as of January 1, 2015, at 12:00 a.m., shall no longer accrue benefit years of service under the Plan. So, if an Employee has accrued thirty (30) benefit years under the Plan as of January 1, 2015, is employed three (3) more years, and then retires, the employee shall be eligible for a supplemental benefit of \$4.00 times thirty (30) accrued benefit years of service, not thirty-three (33) years, as part of the employee's monthly pension payment.

Kindly indicate your concurrence with this letter by signing one copy of this letter and returning to my attention.

Sincerely,



Carolyn Potter
Vice President – Human Resources



Mary Thompson, Business Agent
Local Union 688

**MCLAREN BAY REGION
1900 COLUMBUS AVE
BAY CITY MI 48708**

Mary Thompson
Local 688 - IBEW Hall
1300 W. Thomas
Bay City, MI 48706

RE: Quarterly Review

Dear Ms. Thompson:

During the negotiations for the 2005-2007 collective bargaining agreement by and between McLaren Bay Region and Local 688, the parties agreed to a quarterly review of part time employees for the purpose of adjusting benefits. This will be done as follows:

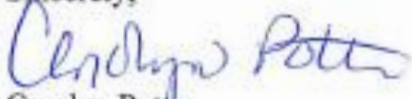
Any part-time employee, with a minimum of one (1) year of employment, will have a review of his hours conducted by the Human Resources Department.

If a part time employee has average hours paid (based on the previous 52 weeks) of eight (8) hours or greater over scheduled hours, the employee's scheduled hours, for purposes of benefit accruals (i.e., medical and dental premium contributions and short term disability benefits) will be adjusted based on the schedule in Article XIX, Health Care Program. The hours are adjusted to the hours closest to average hours paid without exceeding those hours, provided the increased hours were not the result of filling in for leaves of absence or vacation, filling in for a vacancy that has been posted, picking up extra days from a full time employee or because the employee accepted a voluntary reduction in scheduled hours, and further provided that the employee has been employed on a part time status for at least one year.

Review of an employee's hours will result in appropriate medical and/or dental premium changes for first quarter end and third quarter end.

Mary Thompson
Quarterly Review

Sincerely,



Carolyn Potter
Vice President-Human Resources

MCLAREN BAY REGION
Bay City, MI 48708

LOCAL 24
Review Of Hours Paid

1st Period (1st Qtr. End in March) Affects the Months of:	Affects These Benefits:	2nd Period (3rd Qtr. End in September) Affects the Months of:	Affects These Benefits:
May – October	<ul style="list-style-type: none"> • Premium contributions (for those already enrolled in health/dental, adjustments may be made if the average hours paid increased or decreased) <i>Employees who qualify for the first time for Quarterly Review are not allowed to enroll in the health/dental at this time.</i> • Short Term Disability Program 	November - April	<ul style="list-style-type: none"> • Premium contributions (for those already enrolled in health/dental, adjustments may be made if the average hours paid increased or decreased). • Short Term Disability Program

Enrollment periods are as described in Article XIX, Section 2, A.

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