

5/1/96

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BORGESS MEDICAL CENTER
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547, AFL-CIO
May 1, 1994 - May 1, 1996

Borgess Medical Center

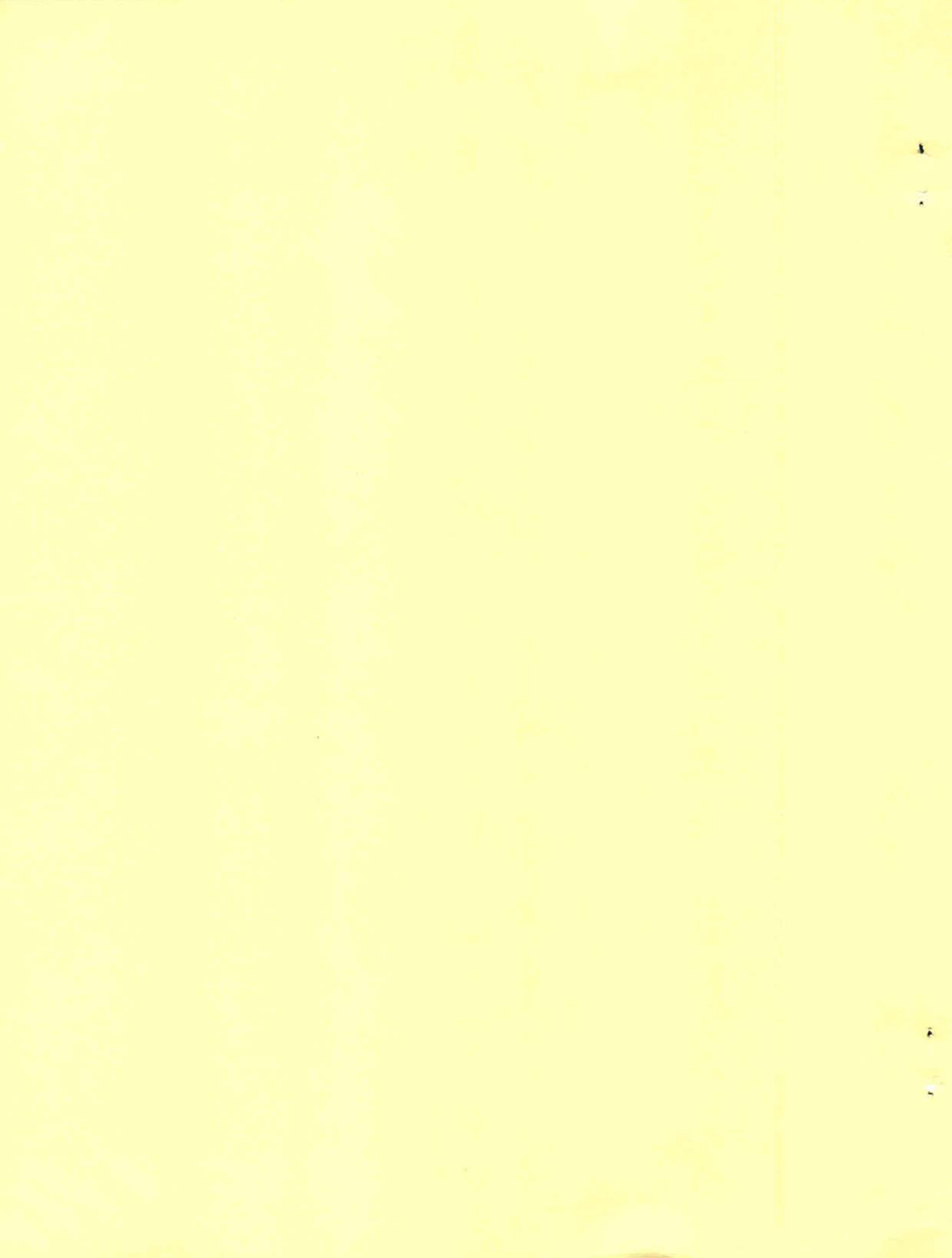


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3 A G R E E M E N T
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7 This AGREEMENT executed as of this ___ day of _____, 1994, between
8 BORGESS MEDICAL CENTER a Michigan non-profit corporation (herein
9 termed "Medical Center"), whose address is, 1521 Gull Road,
10 Kalamazoo, Michigan 49001, and THE INTERNATIONAL UNION OF
11 OPERATING ENGINEERS, Local #547 A-B-H, AFL-CIO, (herein termed
12 "Union"), whose address is, 3617 Gembrit Circle, Kalamazoo,
13 Michigan 49001, WITNESSETH:
14

15 For and in consideration of the mutual covenants and agreements
16 herein contained, it is agreed as follows:
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3 ARTICLE 1
4 RECOGNITION
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6

7 Section 1: Borgess Medical Center hereby recognizes the Union as
8 the sole and exclusive collective bargaining agent with respect to
9 the rates of pay, wages, and hours of employment of the following
10 employees employed by the Medical Center;
11

12 All full-time, regular-part-time and part-time Housekeeping
13 employees, Dietary/Cafeteria employees, Linen Services employees,
14 and Material Management employees, but excluding, all office and
15 clerical employees, professional employees, professional trainees,
16 on-call employees, summer hires, supervisors as defined in the Act
17 and all other employees.
18

19 Section 2: Employee Definitions
20

- 21 A. A full-time employee is an employee who is regularly scheduled
22 to work at least forty (40) hours per week.
23
24 B. A regular part-time employee is an employee who is normally
25 scheduled to work twenty-four (24) hours to forty (40) hours
26 per week.
27
28 C. A part-time employee is an employee who is normally scheduled
29 to work sixteen (16) hours to twenty-three (23) hours per
30 week.
31
32 D. A PRN is an on call employee who may perform bargaining unit
33 work unless otherwise restricted by provisions of this
34 contract and is not a member of the bargaining unit.

ARTICLE 2
NON-DISCRIMINATION

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5 The Medical Center agrees, related to any term or condition of
6 employment, not to discriminate against any employee because of
7 race, color, national origin, religious affiliation, sex, marital
8 status, familial status, protected disability, age, weight, height,
9 membership or activity on behalf of the Union or participation in
10 the grievance procedure or for any reason statutorily protected by
11 state or federal law.

12
13 Further, the Medical Center and the Union recognize their
14 obligations under the Americans with Disability Act to accommodate
15 disabled employees and are committed to employing qualified
16 disabled individuals.

ARTICLE 3
UNION OBLIGATIONS

1. The Union agrees that it will cooperate with the Medical Center in enforcing work standards, schedules, rules and regulations of the Medical Center and will not, directly or indirectly, encourage or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Medical Center, or the patient care rendered by the Medical Center.
2. No Union activity, aside from those specifically authorized in this Agreement, shall be allowed to interfere with or interrupt the day-to-day operations of the Medical Center, or the patient care rendered by the Medical Center.
3. It shall be a condition of continued employment that employees covered by the terms of this Agreement shall have the option of becoming members in good standing in the Union or paying the initiation fees and monthly dues to the Union as a service fee. Such choice shall be made at the completion of the employee's probationary period. Failure to either join the Union or pay the service fee shall be just cause for discharge upon the written request of the Union. The Union assumes full responsibility of for the validity and legality of the provisions set forth in this Article. The Union, by execution of this Agreement, expressly agrees to indemnify, defend and save the employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of said articles including, but not limited to, a claim by an employee that the service fee, as herein established, is not equivalent to each employees' proportionate share of the cost of negotiating and administering the collective bargaining agreement, including representation. All employees who elect to become members of the Union shall remain members of the Union in good standing.
4. The employees who elect to pay the Union a service fee shall be accorded equal terms in the payment of such service fee as are accorded by the Union to those employees who choose to become and remain members in good standing in the Union.
5. It is specifically agreed that no member of the Union shall in any way cause pressure to be brought upon any new employees, or present employees to become a member of the Union.
6. As an alternative to the provisions of Section 3, an employee with established religious convictions against joining or financially assisting unions shall contribute a sum equal to initiation fees and regular monthly dues to one of three non-religious charitable funds. The three non-religious

1 charitable funds shall be the United Foundation, the Cancer
2 Fund or the Muscular Dystrophy Fund. The employer shall
3 verify to the Union monthly that said fees have been paid.
4

- 5 7. As long as space is available, the Medical Center agrees to
6 furnish a secured office designated as a general conference
7 room which the Union may use to conduct Union business.
8

9 Section 8: Bargaining committee members will be paid their
10 straight time hourly base rate for time lost from their regular
11 schedule for the purpose of collective bargaining. Such hours will
12 not be counted as hours worked for purposes of calculating overtime
13 compensation.
14

15 Section 9: Dues Check Off. Upon proper written authorization by
16 employees, the Medical Center will deduct Union dues, initiation
17 fees, and service fees from the paychecks of said employees and
18 forward the same to the Union on a monthly basis.

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ARTICLE 4
JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instruction, training, experimentation or if, in the opinion of the Medical Center, an emergency exists. "Emergency" herein shall be defined as a time when there would be a particular job need and no qualified employee within the bargaining unit is available to perform this work. Instruction and training for the purpose of this Article shall be intended for the instruction and training of employees. "Experimentation and training" for the purpose of this Article shall be intended for the development of procedures for a particular job need.

Summer hires are not affected by the jurisdiction clause as long as they are not hired to undermine the bargaining unit or reduce the regular hours of bargaining unit members. Summer hires are those employees normally hired to work between June and August and during Christmas, Easter holidays and Thanksgiving (i.e., Christmas Eve through New Year's Day.)

At such time as the Medical Center initiates a "job redesign" program, the parties will meet prior to such initiation to negotiate the impact of such implementation on this jurisdiction provision and other sections of the Agreement. The Medical Center and Local 547 will cooperate in the introduction of any legitimate and reasonable effort to improve the skill, ability and productivity of the work force in a unified attempt to promote greater efficiency and cost effectiveness.

ARTICLE 5
CORRECTIVE ACTION

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5 Section 1: The Medical Center shall have the right to dismiss, or
6 suspend without pay, or impose other disciplinary action for just
7 cause, provided, however, that the affected employee shall have the
8 right to defend themselves in connection with such Medical Center
9 action. Such action must be taken within seven (7) calendar days,
10 excluding national holidays, of the date it is reasonable to assume
11 that the Medical Center became aware of the conditions given rise
12 to the corrective action. The Medical Center shall furnish written
13 notice of such action to the affected employee and the Union. All
14 dismissals or suspensions shall be without pay. When an employee
15 is called in for corrective action he/she shall be affirmatively
16 advised of his/her right to the presence of the Union Steward
17 during the corrective action meeting. The employee, also, has the
18 right to decline the presence of the Union Steward. In cases where
19 employees are not available during the applicable seven (7) day
20 time frame, the corrective action shall be sent to the employee by
21 certified mail as long as it is postmarked within the seven (7) day
22 time frame described above. When the employees are present as
23 scheduled to work during the applicable seven (7) day period, they
24 shall be served personally.
25

26 Section 2: The following step procedure shall be used in the case
27 of an employee corrective action involving job performance.
28

29 1st Step - Oral warning with written documentation
30

31 2nd Step - Written warning
32

33 3rd Step - Written warning with up to one (1) to three (3) day
34 suspension without pay.
35

36 4th Step - If the offense warrants, the Medical Center has the
37 right to impose the appropriate corrective action up to and
38 including termination without regard to Steps 1 through 3. If the
39 Medical Center considers discharge the appropriate corrective
40 action for the offense, it will not discharge but suspend the
41 employee with notification to the Union and the employee of its
42 intent to discharge. Such notification shall be oral to all
43 parties. The investigation shall occur within seven (7) days and
44 a decision by the Medical Center rendered within an additional
45 seven (7) days, excluding national holidays. The Medical Center
46 shall not consider any offenses committed by the employee prior to
47 twelve (12) months from the date of the present offense. Time away
48 from work for leaves of absence other than verified workers'
49 compensation leaves will not count toward the twelve (12) month
50 period which will be extended accordingly. All such extensions
51 will be in writing with copies to the Union.
52

1 During the period of the investigation, the International Union of
2 Operating Engineers and Borgess Medical Center will meet at least
3 once to discuss the evidence. The final corrective action
4 resulting from the foregoing shall be subject to the grievance
5 procedure if a written grievance is filed by the employee.
6 However, the consideration of said grievance shall commence at Step
7 3 of the grievance procedure.

8
9 Section 3: During the course of negotiations for this Agreement,
10 the parties agreed that the Employer shall promulgate a corrective
11 action policy in regard to attendance. The Employer shall issue
12 such policy, with copies to all employees, on or before December
13 20, 1994, with such policy to be effective January 1, 1995. This
14 will result in a two track corrective action program; one relating
15 to job performance and one relating to attendance. As with any
16 work rule promulgated by the Medical Center, the Union reserves the
17 right to file a timely grievance in regard to the reasonableness of
18 said attendance policy.

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20 Until January 1, 1995, the corrective action will continue to be
21 applied pursuant to the 5-step system as set forth in the 1992-94
22 Collective Bargaining Agreement.

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ARTICLE 6
MANAGEMENT RIGHTS

All management functions and responsibilities which Borgess has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in Medical Center.

Borgess management shall have the sole and exclusive right to manage and operate its facilities, all operations and activities including, but not limited to, the direction and scheduling of its working force of employees, selection of supervision and management, the right to hire, promote, assign, transfer, lay off, recall (all disciplinary proceedings in accordance with the principle of just cause), discontinue and reorganize any department, (as limited by Article 4, re-opener regarding a job redesign program), promulgate and enforce rules and regulations, to maintain discipline and efficiency among employees, to decide the number of employees, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation, and to determine the methods, procedures and means of providing services to patients. Management shall also have the sole and exclusive right to introduce new or improved working methods or facilities, and to regulate the quality and quantity of work and patient services.

The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management.

It is understood, except as modified or limited by this Agreement that all rights, powers, and authority the Medical Center had prior to the effective date of this Agreement are retained by the Medical Center and remain the exclusive right of management without limitation.

ARTICLE 7
TRANSFERS AND PROMOTIONAL PROCEDURE

- 1
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3
4 1. A. Notice of all vacancies, as determined by the Medical
5 Center, and newly created positions within the Unit shall
6 be posted within ten (10) days Monday through Monday on
7 the unit's employee bulletin board, and the employees
8 shall be given seven (7) calendar days in which to make
9 application to fill the vacancy or new position.
10
11 B. Vacancies shall be awarded to the most senior qualified
12 employee making proper application for the job opening.
13 In making its selection, the Medical Center may consider
14 the fact that the employee is on the job jeopardy step of
15 the corrective discipline policy involving performance or
16 the job jeopardy step on the Medical Center's attendance
17 policy when determining whether or not said employee is
18 qualified. (The above-mentioned second sentence in
19 regard to "job jeopardy step" shall be enacted effective
20 1-1-95 subject to and in accordance with Article 5,
21 Section 3.)
22
23 C. Subsequent vacancies which may be created by employees
24 transferring to fill an initial vacancy will be filled
25 consistent with 1.B. above.
26
27 D. Employees may transfer positions through the bidding
28 procedure only once in a six (6) month period. Regular
29 part-time and part-time employees who bid on a permanent
30 full time position may have the six (6) month restriction
31 waived. New hires may become eligible for a transfer
32 after six (6) months of employment. The changing of
33 shifts within a classification is not considered a
34 vacancy for bidding purposes.
35
36 E. In the event an employee within the bargaining unit does
37 not bid on an open position, qualified employees
38 otherwise prohibited from bidding by section 1D, may be
39 considered and allowed to bid on said open position prior
40 to hiring an employee from the outside the Unit.
41
42 F. The employee awarded the bargaining unit position shall
43 have fifteen (15) working days to decide to continue in
44 the position or request to be returned to their
45 previously held position. Once beyond the fifteen (15)
46 working day period, the employee must remain in the
47 position for the full six month period after which they
48 may bid off to a job vacancy via the bidding procedure,
49 unless there has been a waiver under 1.D of this Article.
50
51 G. If within thirty (30) calendar days following the award
52 of said position, the Medical Center finds the employee

1 is unable to perform the duties of the new position, the
2 employee will be returned to their previous
3 classification. Upon satisfactory completion of the
4 specified working period (30 calendar days), the
5 employee's position shall become permanent. Department
6 seniority shall be as of the date of entry into the
7 Department.
8

9 H. A copy of the original job posting showing employees who
10 bid on the position shall be reposted for three (3) days
11 with a notation of who was awarded the position.
12

13 2. An employee who successfully bids to a higher paying position
14 shall be placed in the nearest higher rate of pay relative to
15 the employee's former rate and shall progress up the scale
16 annually thereafter. An employee who successfully bids to a
17 lower paying position shall be placed in the nearest lower
18 rate of pay relative to the employee's former rate and shall
19 progress up the scale annually thereafter. An employee who
20 bids to a higher paying position and fails to qualify within
21 the fifteen (15) or thirty (30) day period will revert to the
22 employee's former position and rate of pay.
23

24 3. Temporary transfers shall be for a period as long as
25 reasonably necessary and shall not be for the purpose of
26 avoiding overtime or circumventing the available hours list.
27 This provision is not violated by the Medical Center when an
28 employee who has reported to his/her scheduled assignment is
29 temporarily transferred to another assignment for which he/she
30 is qualified as a result of a decision by the Medical Center
31 that there is not a need for the employee to perform all or a
32 part of the employee's normal assignment. Another employee
33 who, in the Medical Center's opinion, has completed their
34 daily work assignment prior to the end of the scheduled shift
35 may be temporarily transferred to another assignment.
36

37 4. There shall be no bumping right except in the event of a
38 layoff or return from a medical leave of absence within six
39 (6) months.
40

41 5. An employee who temporarily transfers to a position with a
42 higher rate of pay shall be paid on the schedule of the job to
43 which they are transferred at the step which provides the
44 nearest higher rate of pay relative to the employee's former
45 rate.
46

47 In the case of any employee who is temporarily transferred
48 into a lower paying position, the employee will maintain their
49 higher rate of pay.
50

51 6. Job changes to a lower level, because of unsatisfactory
52 performance in a newly awarded position or if after fifteen

1 (15) working days the employee requests to be returned to
2 their previous held position, shall reduce the employee's
3 wages back to their rate before the promotion.
4

5 7. Job vacancies shall be filled as soon as possible.
6

7 8. The following procedures will be initiated regarding temporary
8 vacancies, due to a leave of absence should the Medical Center
9 determine such a vacancy is to be filled.
10

11 A. Eligible employee is granted a leave of absence:
12

13 (1) The employee's position and all other affected
14 positions become "temporary" vacancies and shall be
15 posted as such.
16

17 (2) The most senior qualified employee bidding
18 (consistent with Section 1B) on the opening is
19 awarded the position.
20

21 B. Employees will be returned from leave of absence as
22 follows:
23

24 (1) Family Medical Leave, Personal Leave, and Military
25 Leave - see Article 15.
26

27 (2) Employees on medical/childcare leaves of absence
28 returning within six (6) months:
29

30 (a) Returning employee awarded original position
31 to include classification, shift, and status
32 (full-time, part-time, or regular part-time).
33

34 (b) Employees filling these "temporary" positions
35 will also be returned to their original
36 position.
37

38 C. Employee on medical leave of absence returns after six
39 (6) months but within twelve (12) months:
40

41 (1) The returning employee will be placed in any
42 current open position of their previous
43 classification and status, regardless of shift,
44 within their department.
45

46 (2) If no such position exists, the employee will be
47 placed in any current open position of a lesser
48 classification, regardless of status or shift,
49 within their original department providing they
50 possess the necessary qualifications.
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- (3) If no open positions exist within the original department, for which the returning employee is qualified to perform, the employee may bid on any open positions within the bargaining unit.
 - (4) The position which was held by the employee on the medical leave of absence will be posted as a permanent job after six (6) months.
- D. An employee on a medical leave of absence who does not return after twelve (12) months will be considered a voluntary termination by the Medical Center.
- E. If there are no applicants for the "temporary" posting:
- (1) Borgess Medical Center may fill the temporary vacancy from outside the bargaining unit or assign a least senior, qualified employee.
 - (2) Employees placed into temporary positions will have the same employment opportunities as defined in 8 B & C above.
9. A seniority list shall be made available on or about July 1 of each year.
10. The Medical Center will make every reasonable effort to fill the positions which it deems vacant, not filled through the transfer and promotion procedure, within thirty (30) days of the vacancy.
11. In open positions in the Maintenance Unit (547D), qualified unit employees will be preferred over applicants outside the Medical Center.

ARTICLE 8
HOURS AND WORK PERIODS

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5 Section 1: Work Week. A normal work week for all employees is
6 defined as being forty (40) hours in a calendar week (11:00 p.m.
7 Saturday to 11:00 p.m. the following Saturday). Work day. A
8 twenty-four (24) hour period commencing at 11:00 p.m. and ending
9 twenty-four (24) hours later.

10
11 Section 2: Hours and work week provisions for part-time and
12 regular-part-time employees will vary dependent on the needs of the
13 particular department.
14

15 Section 3: The normal work day shall consist of eight (8)
16 consecutive hours in addition to one-half hour unpaid lunch period.
17 However, if in the opinion of the Medical Center a need exists, or
18 if approved by the Medical Center, at the employee's request, the
19 hours of work shall not be required to be consecutive. The
20 hospital agrees not to use this provision solely to avoid payment
21 of overtime. Employees scheduled days off shall not be changed for
22 the purpose of avoiding the payment of overtime. In the event the
23 employee is not able to complete their scheduled one-half (½) hour
24 unpaid lunch period in the time prescribed due to causes outside
25 the control of the employee, such as excessive crowds in the
26 cafeteria, the employee shall report prior to the end of their
27 shift the reason for their delay to their supervisor and the
28 employee will not be docked or have any other corrective action
29 taken.
30

31 Section 4: Employees shall be entitled to two (2) fifteen-minute
32 rest periods, each to be taken separately, for each 8-hour shift.
33 Unused rest periods are not compensable.
34

35 Section 5: If twenty-four (24) hours or more lapse between the end
36 of the shift and return to work, this lapse of twenty-four (24)
37 hours or more shall be defined as a scheduled day off.
38

39 Section 6: In the unit there shall be a schedule of days to work,
40 including weekends and holidays. Every effort shall be made to
41 schedule employees off every other weekend so that all employees
42 will work an equal number of holidays and weekends. (Employees
43 whose areas are not scheduled to work holidays and weekends shall
44 not be required to work holidays and weekends.)
45

46 Section 7: The employee may not schedule their PTOA days so as to
47 allow any more scheduled working weekends off than the employee
48 would have received had the PTOA days been all scheduled
49 consecutively.
50

51 Section 8: The immediate supervisors will be designated by the
52 Department Manager and the employees informed of such designations.

1 Section 9: The Medical Center shall furnish affected employees a
2 30-day prior notice of permanent shift changes.
3

4 Section 10: The Medical Center and the Union agree that all
5 employees shall maintain a reasonable but not an unreasonable
6 workload. Employee complaints with regard to unreasonable workload
7 will be investigated by the appropriate Union representative and
8 Department Director in an effort to resolve the complaint. Such
9 complaints will not be subject to the grievance procedure of this
10 Agreement, nor will complaints be considered resulting from a
11 permanent change in a job description.
12

13 Section 11: Reasonable effort will be made by Materials
14 Management, Linen Service and Dietetics Departments to schedule
15 part-time and regular part-time employees not expressly hired for
16 weekends, one (1) weekend off per month. The employee shall give
17 a two (2) week request of the weekend off prior to the posted
18 schedule.
19

20 In Housekeeping, reasonable effort will be made to schedule part-
21 time and regular part-time employees not expressly hired for
22 weekends, every other weekend off.
23

24 Section 12: Employees who maintain their level and wage
25 progression during the 1987 shifts in Laundry, Housekeeping,
26 Dietary, and Cafeteria shall continue to maintain their level and
27 their progression unless they voluntarily transfer from their
28 current positions.

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ARTICLE 9
NEW POSITIONS

Section 1: Borgess shall have the right to establish, evaluate, change or delete positions within the scope of this Collective Bargaining Agreement. Borgess shall develop and establish such new or revised position descriptions, including rates of pay, and place them in effect. Borgess and the Union, within thirty (30) days after such new or changed position is established, shall meet to negotiate the established pay rate. The Union is entitled to existing and newly created position descriptions falling within the scope of the Collective Bargaining Agreement upon proper request.

Section 2: When an employee occupies a position which undergoes major and significant permanent change, that employee will have a right to "bump off" such position utilizing the "bumping" process as set forth in Article 11 of this Agreement.

When an employee is of the opinion that his/her job has undergone major and significant permanent change which would entitle him/her to "bump off," the employee should ask that a committee of three (3) people be convened so as to decide whether the position has, in fact, undergone major, significant and permanent change. Such committee shall be made up of two (2) bargaining unit members who work in the affected department as appointed by the Union and one (1) administrative member as appointed by the Medical Center. After input from the employee and the affected department head or his/her designee, the committee shall make a decision which shall be binding on the parties and will, therefore, not be subject to the grievance procedure.

ARTICLE 10
SENIORITY

Section 1:

A. Seniority has more than one definition in this Agreement. The following definitions shall apply as appropriate:

1. Medical Center Seniority. Medical Center seniority is the employee's continuous length of service since the employee's most recent date of hire, whether as an on-call, part-time, regular part-time, or full-time employee. Medical Center seniority applies to:

Retirement - Article 14

2. Medical Center Benefit Date. The Medical Center benefit date is the starting date of an employee's current uninterrupted tenure in a part-time, regular part-time or full-time status. This date applies to:

Paid Time Off - Article 12
Insurance - Article 13

3. Department Seniority. Department seniority is defined as the length of continuous employment in the present department. For the purpose of defining departments within this Collective Bargaining Agreement, the departments are as follows: Linen Services, Housekeeping, Dietary/Cafeteria, and Materials Management. This date applies to:

PTO (A) scheduling preference or - Article 12
PTO scheduling or - Article 12
Transfers/Vacancies - Article 7
Layoff/Recall - Article 11

B. The probation period for newly hired employees shall be sixty (60) calendar days. This probationary period may be extended by mutual agreement between the Medical Center and the Union. There shall be no responsibility for re-employment of employees if they are laid off or discharged for any reason during their probationary period.

C. Seniority rights shall be lost for the following reasons:

- (1) If an employee quits or retires.
- (2) If an employee is discharged for just cause.

- 1 (3) If an employee is laid off for a continuous period of one
2 (1) year or their length of seniority, whichever is
3 greater.
4
- 5 (4) If an employee is absent for three (3) working days
6 without notifying Borgess Medical Center.
7
- 8 (5) If an employee on layoff fails to report within five (5)
9 days after being notified at their last known address.
10
- 11 (6) If an employee overstays a leave of absence, obtains a
12 leave of absence by giving a false reason, or engages in
13 any other employment during a leave of absence without
14 Borgess approval.
15

16 D. Seniority List. Borgess shall prepare an alphabetical
17 seniority list, indicating departmental seniority, by pay
18 period for all employees covered by this Agreement, and such
19 list shall be brought up-to-date every six (6) months. On the
20 execution date of this Agreement a copy of the seniority list
21 will be furnished to the Union and also will be posted on the
22 Union bulletin boards. This list shall include the name,
23 classification, status and hire-in date of each employee. The
24 Union's copy shall show, in addition, the rates of pay.
25

26 E. Employees shall be laid off, recalled or demoted according to
27 departmental seniority, as defined in Section 1, providing the
28 person with seniority has the necessary qualifications to
29 perform the work required in the particular classification.
30

31 F. During their term of office the Stewards shall be given first
32 consideration for the purposes of shift preference, layoff and
33 recall only, provided they are qualified to do the required
34 work. Upon termination of their term, they shall be returned
35 to their regular status. The Union shall notify Borgess, in
36 writing, of the names of the Stewards entitled to these
37 considerations and will thereafter keep Borgess notified, in
38 writing, of any changes. In the purposes of this paragraph,
39 the Union shall have no more than ten (10) stewards appointed,
40 with no more than one per shift, provided there are 5
41 employees or more on the shift.

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ARTICLE 11
LAYOFF-RECALL

The Medical Center has the right to determine when a layoff will occur.

Section 1: Definitions.

A. A layoff is a reduction of employees for an indefinite period of time.

B. Seniority means department seniority as defined in Article 10.

Section 2: Layoffs.

A. The Medical Center will determine the classifications and shifts targeted for reduction. Employees within the targeted classifications and shifts will be laid off according to department seniority, as defined in Section 1, providing the person(s) with seniority has (have) the necessary qualifications to perform the work required in the particular classification.

Level Definition: As defined in Article 18. Compensation. The employees with the above-defined seniority shall possess the necessary qualifications to perform the work required.

1.1 The targeted employee shall have the right to bump the least senior person in the same and then the next lower level, status and shift.

1.2 The person affected by the activity in 1.1 above shall have the right to bump the least senior in the same and then the next lower level and status regardless of shift.

1.3 The persons affected by the activity in 1.2 above shall have the same right to bump the least senior in the same and then the next lower level and status regardless of shift.

1.4 In no event may a lesser seniority employee bump a higher seniority employee.

Due to the non-traditional shift in the Dietetics Department, the employees shall be able to bump to the nearest shift when affected by activity in 1.1 and 1.2 and 1.3 and 1.4.

Once the bumping procedure is exhausted, the employees slated for layoff will be referred to the Borgess Medical Center's attrition list for potential relocation to an open position for which they are qualified.

1 The employees so affected by the reduction in positions or hours
2 shall be notified by their respective department director within
3 seven (7) calendar days. Once notified, the employees affected
4 will have three (3) days from the date of notification to exercise
5 bumping rights. Employees who are slated for layoff shall have
6 five (5) days notification via certified mail regarding layoff
7 status.

8
9 Section 3: Recall.

- 10
11 A. All laid-off employees will have recall rights for twelve (12)
12 months or the length of their Medical Center seniority,
13 whichever is greater.
14
15 B. Employees will be recalled to positions for which they are
16 qualified based on department seniority.
17
18 C. It is the responsibility of the laid-off employee to notify
19 Personnel Services of current address, telephone number or
20 changes in qualifications. The laid-off employee should
21 maintain regular contact with the Employment Office who will
22 assist in placement. Notification of termination or recall
23 will be issued by Personnel Services in writing via certified
24 mail. In the case of recall, the employee will be given five
25 (5) days from receipt of letter to respond. If no response,
26 automatic termination will occur.
27
28

ARTICLE 12
PAID TIME OFF

Borgess Medical Center has a primary responsibility to staff the medical center in a manner necessary to provide adequate patient care. Paid Time Off has been designed to meet the Medical Center's staffing needs and to give employees flexibility in using their benefit time wisely. This policy is designed to handle all employee time away from work in a uniform manner, fairly and equitably.

Section 1: Benefit Accrual.

- A. There will be two banks of PTO for each employee in the program. These banks will be (A) Scheduled PTO and (B) Unscheduled PTO.

The "deposit rate" will be determined by the anniversary of the Medical Center benefit date of the employee. Deposits on the PTO (A) and PTO (B) bank will only be made while an employee is in an active status. If an anniversary date falls in the middle of the pay period, the new factor will be in effect for the entire period.

- B. 1. (A) Bank Accrual. The (A) bank is composed of days off traditionally treated separately as vacation days, national holidays, personal days, floating holidays, birthday, and spring days. PTO (A) will be computed on employee seniority and employee status (full-time, regular part-time, part-time).

Benefit Accrual Calculation Rate

One year or less	FT	22 x 8	176/26 = 6.77
	RPT	13 x 8	104/26 = 4.00
	PT	10 x 8	80/26 = 3.08
After 1 year	FT	24 x 8	192/26 = 7.38
	RPT	14 x 8	112/26 = 4.31
	PT	11 x 8	88/26 = 3.38
After 2 years	FT	25 x 8	200/26 = 7.69
	RPT	15 x 8	120/26 = 4.61
	PT	12 x 8	96/26 = 3.69
After 3 years	FT	26 x 8	208/26 = 8.00
	RPT	15 x 8	120/26 = 4.61
	PT	12 x 8	96/26 = 3.69
After 4 years	FT	27 x 8	216/26 = 8.31
	RPT	16 x 8	128/26 = 4.92
	PT	13 x 8	104/26 = 4.00

1	After 5 years	FT	28 x 8	224/26 =	8.62
2		RPT	16 x 8	128/26 =	4.92
3		PT	13 x 8	104/26 =	4.00
4					
5	After 7 years	FT	31 x 8	248/26 =	9.54
6		RPT	18 x 8	144/26 =	5.54
7		PT	15 x 8	120/26 =	4.61
8					
9	After 9 years	FT	33 x 8	264/26 =	10.15
10		RPT	19 x 8	152/26 =	5.85
11		PT	16 x 8	128/26 =	4.92
12					
13	After 14 years	FT	35 x 8	280/26 =	10.77
14		RPT	20 x 8	160/26 =	6.15
15		PT	17 x 8	136/26 =	5.23
16					
17	After 19 years	FT	37 x 8	296/26 =	11.38
18		RPT	21 x 8	168/26 =	6.46
19		PT	18 x 8	144/26 =	5.54
20					
21	After 24 years	FT	38 x 8	304/26 =	11.69
22		RPT	22 x 8	176/26 =	6.77
23		PT	19 x 8	152/26 =	5.85
24					

2. When a regular part-time employee works eighty (80) or more hours in a pay period, he/she shall be credited with additional PTO (A) time equal to fifty (50%) per cent of the differential between the FT rate and the RPT rate on the schedule (i.e., if differential is 4.00 - RPT employee would get additional 2.00.) These additional credits will be added to the employee's bank on a quarterly basis.

C. (B) Bank Accrual. PTO (B) will be computed on employee status (full-time and regular part-time). The deposit rates are:

FT 6 days x 8 hours = 48/26 pay periods = 1.85 hours
 RPT 3 days x 8 hours = 24/26 pay periods = .92 hours

D. Employees may accrue in their (A) Scheduled PTO Bank no more than 1 X their maximum. When this accrual level is reached, no more time will be "deposited" until time is used.

E. To accommodate employees moving from status to status within the Medical Center, the following guidelines will apply:

From full-time to regular part-time

1. Pay off PTO (A) down to 4 pay periods below new maximum.
2. Pay off PTO (B) down to same rate as RPT status.

1 From full-time to part-time

- 2
- 3 1. Pay off PTO (A) down to 4 pay periods below new maximum.
- 4
- 5 2. Pay off PTO (B).
- 6

7

8 From full-time to call

- 9
- 10 1. Pay off all PTO (A).
- 11
- 12 2. Pay off all PTO (B).
- 13

14 From regular part-time to part-time

- 15
- 16 1. Pay off PTO (A) down to 4 pay periods below new maximum.
- 17
- 18 2. Pay off all PTO (B).
- 19

20 From regular part-time to call

- 21
- 22 1. Pay off all PTO (A).
- 23
- 24 2. Pay off all PTO (B).
- 25

26 From part-time to call

- 27
- 28 1. Pay off all PTO (A).period)
- 29

30 F. Each employee will have a record of PTO on their pay stub.
31 The Department Director will also be given these balances on
32 a pay period. Each employee is responsible to know their
33 balances and not exceed those balances.

34

35 Section 2: Scheduling.

- 36
- 37 A. PTO time must be used for any time away from work; except on
38 the days designated in Section 4 hereof. Upon request,
39 Borgess may grant an unpaid leave of absence in cases of
40 emergency.
- 41
- 42 B. All scheduled time off must be requested in writing to the
43 supervisor in a time frame consistent with departmental
44 guidelines. PTO (A) and PTO (B) requests should be made on
45 the PTO request form (#951-2-13). This form should not be
46 sent to Personnel Records.
- 47
- 48 C. Permission to use (A) Scheduled PTO will be given by the
49 supervisor or designee who has the responsibility to staff the
50 department in a manner adequate to provide service.
- 51

- 1
2 D. Employee PTO (A) requests must be submitted to their
3 supervisors by employees at least two (2) weeks prior to the
4 posting of the schedule. Conflicts in vacation schedules
5 shall be resolved in favor of the most senior employee,
6 provided the senior employee indicates their preference
7 between January 1 and March 1 for the current year and
8 thereafter PTO (A) time shall be schedule in order of request
9 received, regardless of seniority. Approval shall be made, in
10 writing, by the appropriate supervisor or designee by April 1
11 regarding such seniority requests. Employees shall receive
12 approval for PTO (A) requests in writing (copy of PTO (A)
13 request form), prior to the posting of the work schedule. The
14 days paid will only be those days earned and unused.
15
- 16 E. During the first come, first serve period, employees must
17 include January through March of the following year in their
18 PTO (A) request. This will be resolved in favor of the more
19 senior employee. Employees shall not have the option of
20 receiving PTO (A) time and also remain working. Employees
21 shall be required to give at least a two-week notice prior to
22 the posting of the schedule.
23
- 24 F. PTO pay benefits will be issued on the regular pay day or will
25 be available before the employee begins his/her PTO upon four
26 (4) weeks written request to this effect. PTO may be split
27 into single days, as in the past, however, the employee may
28 not schedule their PTO days so as to allow any more scheduled
29 working weekends off than the employee would have received had
30 the PTO days been all scheduled consecutively.
31
- 32 G. PTO (A) requests will only be granted up to the maximum
33 numbers of hours which could be available in the employees PTO
34 (A) bank at the time the PTO (A) is scheduled to be taken.
35 Approved PTO (A) requests are contingent upon the employee
36 having the approved PTO (A) hours banked at the end of the pay
37 period immediately preceding the requested approved time off.
38
- 39 H. Scheduled PTO (A) may only be used when an employee has
40 completed the 60-day probationary period although it accrues
41 from the first day of employment.
42
- 43 I. 1. If an employee becomes ill while on PTO (A) substantiated
44 by a physician's statement and given to the supervisor,
45 PTO (B), if available, will be granted in lieu of paid
46 PTO (A). If PTO (B) is not available, PTO (A) will be
47 granted.
48
- 49 2. PTO (A) may be taken in less than single day increments
50 with the prior approval of the employee's supervisor or
51 designee.
52

- 1 3. When possible, cancellation of requested PTO (A) time
2 should be made forty-eight (48) hours in advance of
3 scheduled time off. Employees who have cancelled
4 scheduled PTO (A) time will be returned to his/her
5 original position and the employee thus displaced will be
6 provided work hours, if, in the Medical Center's opinion,
7 such is possible.
8
- 9 4. When all (B) Unscheduled PTO hours are used (A) Scheduled
10 PTO hours will be used to cover any additional
11 unscheduled time off.
12

13 J. Two (2) times in a year each employee may use a (A) scheduled
14 PTO day on an emergency basis. Employees shall furnish the
15 appropriate supervisor one (1) calendar week written notice
16 for PTO (AE) days, unless the employee must take the day by
17 reason of an emergency. Any subsequent emergency PTO
18 (advanced approval not granted by the supervisor) will count
19 as an absence on the employee's absenteeism record. The
20 employee will use (B) unscheduled PTO hours until exhausted
21 and will then use (A) scheduled PTO hours. Employees
22 utilizing a PTO (AE) day on an emergency basis without prior
23 notice are still required to provide the Medical Center notice
24 of their absence prior to the start of their shift if
25 possible. If the emergency is of the nature which makes it
26 impossible to give notice prior to the start of their shift,
27 the employee must notify his/her supervisor or designee as
28 soon as possible and must supply documentation or other
29 reasonable proof of the emergency when such is required.
30 Failure to follow this notification process will result in the
31 situation being treated as an improper call-in.
32

33 K. Errors may be corrected retroactively up to 30 days from the
34 date of the error when brought to the attention of the Human
35 Resources Department. PTO time in excess of (80) consecutive
36 hours will need Department Director approval.
37

38 Section 3: Holidays.
39

40 A. Each full-time employee shall be paid for the holidays listed
41 below from the PTO (A) bank at their regular straight-time
42 hourly rate of pay with the following eligibility
43 requirements: they must have worked all their scheduled hours
44 on their last scheduled work day prior to the holiday, the
45 holiday if scheduled to work, and on their next scheduled work
46 day after the holiday [no unscheduled PTO (AE) or (B).]
47

- 48 1. Employees scheduled to work on a holiday but who fail to
49 report to work or who fail to meet the above eligibility
50 requirements, shall have PTO (A) deducted from their bank
51 with no pay.
52

- 1 2. An employee excused from work on one or both of these
2 days, or who is allowed to leave early on one or both of
3 these days by the Medical Center, shall have met the
4 requirements of this Section.
5
6 3. Holiday hours paid but not worked shall be considered as
7 hours worked when computing seniority.
8

9 B. The following days are designated as national holidays:

10		
11	New Year's Eve	January 1
12	Memorial Day	Last Monday in May
13	Independence Day	July 4
14	Labor Day	First Monday in September
15	Thanksgiving Day	Fourth Thursday in November
16	Christmas Day	December 25
17		

- 18 C. Those employees who are required to work on a designated
19 national holiday shall be paid one and one-half (1 1/2) times
20 their straight hourly rate for those hours actually worked.
21 In addition for full-time employees, holiday pay shall be paid
22 for the day on which the holiday actually occurs. Regular
23 part-time/part-time employees may use PTO (A) days on national
24 holidays.
25
26 D. PTO will not count as hours worked when computing overtime
27 except for PTO used on the day designated by Borgess Medical
28 Center for a national holiday.
29
30 E. All employees, except exempted employees as set forth in
31 Article 8, Section 6, shall work on holidays equally, as
32 necessary, by rotation.
33
34 F. One month in advance of the posting of the holiday schedule,
35 the employer shall post lists to determine which employees
36 desire to work the holiday. Additional positions not covered
37 through the voluntary lists shall be assigned through the
38 appropriate rotations systems.
39
40 G. Hours worked on Easter Sunday will be paid at time and one-
41 half (1 1/2) of the employee's regular hourly rate, but is not
42 to be considered a national holiday.
43
44 H. When a holiday falls within an employee's vacation period
45 during an approved leave of absence with pay, they will be
46 paid for the holiday or receive a day off with pay (at their
47 straight time hourly rate), at their discretion.
48
49 I. Those full-time employees who are on a leave of absence during
50 which a holiday falls will be paid their PTO (A) time and will
51 not have this amount coordinated with any applicable short-
52 term disability pay.

1 Section 4: Non-Covered Days.
2
3

4 A. Jury duty and bereavement days are not a part of PTO.
5

6 B. Bereavement Days. Employees may be granted up to three (3)
7 calendar days off with up to twenty-four (24) hours pay as
8 bereavement leave for death in the employee's immediate family
9 (spouse, children, parents, brothers, sisters, grand-parents,
10 grand-parents-in-law, mother-in-law, father-in-law, brother-
11 in-law, sister-in-law, step-mother, step-father, or persons
12 standing in loco parentis of the employee or their spouse,
13 grandchildren or great-grandchildren. For purpose of this
14 Section, the twenty-four (24) hours bereavement pay are for
15 lost scheduled hours. This time may be taken three (3) days
16 prior to the funeral and two (2) days after the funeral.
17 Additional time off without pay may be granted for necessary
18 travel time to distant states for funeral services. If
19 additional time off is needed, PTO (A) time may be granted at
20 the Medical Center's discretion. The Medical Center may grant
21 employees PTO (A) time to attend funeral of an aunt, uncle,
22 niece, nephew, or significant other. Documentation of the
23 funeral is required in all cases.
24

25 C. Jury Duty.
26

27 1. An employee who is called for and reports for jury duty
28 shall be compensated by the Medical Center for time spent
29 in performing jury duty. The compensation to be paid
30 hereunder shall be the difference between the employee's
31 regular straight time hourly rate and the daily jury fee
32 paid by the court. If the employee reports for jury duty
33 and is excused early, the employee will be compensated
34 only for time spent performing jury duty plus reasonable
35 travel time from the site of such jury duty. The
36 appropriate supervisor should be notified to make
37 arrangement, if possible, for working the additional
38 hours as soon as the employee is dismissed from jury
39 duty. Provisions of this paragraph are not applicable to
40 volunteers for jury duty, but do apply to those employees
41 subpoenaed as a witness in a case in which the employee
42 is not a party.
43

44 2. Employees may use PTO (A) time, if available, to cover
45 hours not spent performing jury duty.
46

47 Section 5: Buy Back.
48

49 A. For hourly employees with 10 or more years of continuous
50 service from benefit anniversary date, Medical Center will
51 offer to buy back PTO (A) hours. Forty (40) hours must be
52 kept in the bank on reserve, but hours in excess of this 40

1 hour reserve may be bought back by Medical Center. Maximum
2 number of hours for buy back is 60.

3
4 Buy back will be at 75% of the current base wage rate. Buy
5 back will be available only on the benefit anniversary date if
6 requested in writing 30 days in advance. Payment will be made
7 no more than 20 days following the benefit anniversary date.

8
9 For example:

	<u>Employee A</u>	<u>Employee B</u>
12 PTO (A) Bank	160	90
13 Reserve	- 40	- 40
14 Available for Buy Back	120	50
15 Buy Back (Max. 60 hours)	60	50
16 Base Wage Rate	6.00	6.00
17 75% of Base Wage Rate	4.50	4.50

18
19 Buy Back Computation: 60 hours x 4.50/hour = \$270.00*
20 50 hours x 4.50/hour - \$225.00*

21
22 *Subject to Taxes and FICA

23
24 B. On November 30 of each year, an employee will sell back to the
25 Medical Center all hours in excess of forty-eight (48) hours
26 for FT and twenty-four (24) hours for RPT from the (B)
27 Unscheduled PTO bank to a maximum of forty-eight (48) hours
28 for FT and twenty-four (24) hours for RPT. For each 12-month
29 period, beginning December 1, 1989, those employees who have
30 received sick pay reimbursement will not be subject to
31 corrective action until they have been absent or tardy an
32 amount of time equal to reimbursed hours. Eight (8) hours
33 equals one (1) occurrence.

34
35 C. At termination, in good standing, employees will be paid out
36 their remaining (A) Scheduled PTO bank according to the
37 following schedule:

39 Under 6 months service	0% of base rate x hours in bank
40 6 - 12 months service	60% of base rate x hours in bank
41 1 - 2 years service	70% of base rate x hours in bank
42 2 - 3 years service	80% of base rate x hours in bank
43 Over 3 years service	100% of base rate x hours in bank

44
45 Termination in good standing requires:

- 46
47 1. Fourteen (14) days written notice of termination.
48
49 2. All keys, badges, prescription cards, etc., must be
50 returned before the final day of employment.

51
52 D. PTO (B) hours will be paid upon termination in good standing,

1 according to the following schedule up to a maximum of 48
2 hours (24 hours for RPT employees):
3
4

5	less than 6 months of service	0% of base wage
6	6 - 12 months of service	60% of base wage
7	1 - 2 years	70% of base wage
8	2 - 3 years	80% of base wage
9	over 3 years of service	100% of base wage

- 10
11 E. In the event an employee in their first year of employment
12 needs additional PTO (B) hours to cover an illness, they may
13 borrow PTO (A) time available in their PTO (A) bank up to a
14 maximum of forty-eight (48) hours for the full-time employee
15 and twenty-four (24) hours for the regular part-time for the
16 first year.
17

18 Section 6: Miscellaneous.
19

- 20 A. All days from the unscheduled PTO (B) bank will be counted on
21 the employee's absenteeism record, unless taken during
22 schedule work days preceding the onset of a medical leave of
23 absence.
24
- 25 B. Full-time and regular part-time employees who are going on a
26 medical leave of absence and are eligible for disability
27 income must use all unscheduled PTO (B) up to a maximum of
28 forty-eight (48) hours for full-time employees and twenty-four
29 (24) for part-time employees. If no PTO (B) hours are
30 available, the employee may use PTO (A).
31
- 32 C. Paid Delegate Days. Stewards shall be allowed three (3) days
33 per year to attend Union educational seminars, provided the
34 Chief Union Steward notifies Medical Center two (2) weeks in
35 advance of the dates of the seminars and who will attend.
36
37 The Medical Center agrees to pay a combined total of six (6)
38 paid delegate days for stewards to attend educational seminars
39 per year.
40
- 41 D. PTO (A) and PTO (B) shall be paid at the employees regular
42 straight time hourly rate in effect on the first full pay
43 period during which the PTO (A) or (B) falls.
44
- 45 E. Since jury duty, bereavement, conference days, and exam days
46 are not a part of PTO, these benefit requests must be filed on
47 the Special Day Request form #951-2-14. A copy of this form
48 must be sent to records.
49
50

1 F. When inclement weather days are declared by the President of
2 Borgess Medical Center, employees may use either PTO (A) or
3 PTO (B) hours at their discretion.

ARTICLE 13
INSURANCE

- 1
2
3
4
5 1. A flexible benefit plan is provided by the Medical Center to
6 each eligible and properly enrolled employee. This coverage
7 is to include coverage for eligible dependents.
8
- 9 A. The available core level plan for eligible employees is
10 as follows:
11
- 12 1. Borgess Touch Medical Program (including Wellness
13 program)
 - 14 2. Prescription Drug Program (exclusive to BMC
15 Pharmacy)
 - 16 3. Basic Dental Program
 - 17 4. Basic Life and AD&D
 - 18 5. Short Term Disability
 - 19 6. Paid Time Off
 - 20 7. Employee Assistance
 - 21 8. Educational Reimbursement
 - 22 9. Adoption Assistance
 - 23 10. Cafeteria Discount
 - 24 11. Free Parking
- 25
- 26 B. Employees are eligible for the Medical Center's flexible
27 benefit program beginning on the first of the month
28 following completion of the first three (3) months of
29 employment.
30
- 31 C. Enrollment in the flexible benefit program will be on an
32 annual basis. Upon ratification, the Medical Center will
33 have sixty (60) days to enroll employees. The new
34 benefit year will coincide with this enrollment and be
35 effective through 12/31/94. The subsequent enrollment
36 will occur prior to January 1, 1995 and be effective
37 through 12/31/95. The following enrollment will occur
38 prior to January 1, 1996 and be effective through
39 December 31, 1996. Employees will be allowed to design
40 their flexible benefit plan from available options as
41 outlined in the plan design. Before any benefit costs
42 are passed along to the employee, the Medical Center
43 agrees to sit down and discuss these costs with Local
44 547.
45
- 46 D. The Medical Center may change insurance carriers, so long
47 as benefits remain substantially equivalent. In
48 addition, the Medical Center may modify the delivery of
49 a benefit as long as, the benefit itself remains
50 substantially equivalent. In any case where the delivery
51 of a benefit is being modified, the Medical Center shall
52 meet and confer with the Union regarding such change at

1 least thirty (30) days prior to the effective date of the
2 change.
3

4 2. Wellness Program - Employees and eligible dependents may
5 receive the following preventative types of services per the
6 schedule as described in the flexible benefits plan design:
7

- | | | |
|----|-------------------------------|--|
| 8 | a. Well Physical Exam | n. EKG |
| 9 | b. Eye Exam | o. Hepatitis B.
Vaccine |
| 10 | | p. Hepatitis Screen |
| 11 | c. Hearing Screen | q. Pregnancy Screen |
| 12 | d. Pap Smear | r. Throat Culture |
| 13 | e. Osteoporosis Test | s. Tuberculin Test |
| 14 | f. Mammogram | t. Chest X-ray |
| 15 | g. Drugs-Estrogen Replacement | u. Urinalysis |
| 16 | h. Hypertension Screening | v. Blood Screening |
| 17 | i. Preventative Dental | w. Outpatient
Diabetes
Education |
| 18 | j. Well Baby Care | |
| 19 | | |
| 20 | k. Immunizations | |
| 21 | l. HIV Test | |
| 22 | m. Blood Pressure Exam | |
| 23 | | |

24 3. All services must be rendered at Borgess Medical Center where
25 appropriate for each eligible employee and eligible
26 dependents.
27

28 4. Life Insurance and Accidental Death and Dismemberment will be
29 available through the BMC flexible benefit program.
30

31 5. A short term and long term disability income plan will be
32 available through the BMC flexible benefit program.
33

34 a. An enhanced short term disability plan will be available
35 through the BMC flexible benefit program.
36

37 6. The Medical Center plan concerning retirement shall remain in
38 effect. This plan is presently a non-contributory plan
39 administered by the First of America Bank, as Trustee. Copies
40 of a summary plan description detailing its provisions are
41 available to all employees through the Medical Center's Human
42 Resources Office.
43

44 7. A dental plan will be available through the BMC flexible
45 benefit program.
46

47 8. An optical plan will be available through the BMC flexible
48 benefit program.
49

50 9. Employees may purchase continued insurance coverage according
51 to federal guidelines.
52

- 1 10. The parties agree that if at any time during the term of this
2 Agreement, a national health insurance policy is statutorily
3 mandated; the parties will reopen the Agreement for the
4 purposes of adjusting their language to comply with the
5 statutory mandate as well as to adjust, through the
6 negotiating process, the economic impact of any adjustment
7 required.
8
- 9 11. Matters involving the Group Hospital Medical Plan will be
10 discussed by the parties when a study is undertaken for
11 possible revisions to the Plan. During the pendency of the
12 study, the Medical Center will advise the Union from time to
13 time of its progress.

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ARTICLE 14
RETIREMENT

Section 1: The Medical Center plan concerning retirement shall remain in effect. This plan is presently a non-contributory plan administered by the First of American Bank of Michigan NA as trustee. Copies of a summary plan description detailing its provisions are available to all employees through the Medical Center's Employee Benefits Office. January 1, 1986, the plan formula shall be as follows: .75% of the first \$550.00, 1.4% of earnings in excess thereof. No other changes have been made in the plan. The foregoing formula applies to earnings after January 1, 1986. The pension benefits will continue at the present level with changes as required by TRA 86.

Section 2: For employees retiring on or after October 1, 1993, the Medical Center will provide a supplemental medical and prescription drug benefit covering only the retiree (no spouse or dependent coverage) as follows:

- A. The retiring employee will be eligible to receive from the Medical Center reimbursement for actual sums spent to purchase supplemental Medicare or "Medi-Gap" coverage from a company and with coverage amounts of her/his choice in amount not to exceed the amounts set forth in the schedule set forth below:
1. for employee retiring after 15-20 years of continuous service - \$1,600.00 per year.
 2. for employees retiring after 21-25 years of continuous service - \$1,850.00 per year.
 3. for employees retiring after 26+ years of continuous service - \$2,000.00 per year.

Section 3: Employees retiring from the Medical Center are eligible to receive amounts set forth in paragraph 2 above under the following conditions:

- A. The retiree must (i) retire from the Medical Center, (ii) be at least 60 years of age at the time of retirement, and (iii) receive, or be eligible to receive at age 65, a retirement pension benefit from the Medical Center.
- B. The retiree is not eligible to receive the reimbursement amount until s/he qualifies for and receives Medicare. Additionally, the retiree is not eligible to receive the reimbursement if s/he obtains such coverage from an alternate source.

- 1 C. To obtain reimbursement, the retiree must submit to the
2 Personnel Department an invoice or other proof of purchase of
3 the Medicare supplemental or "Medi-Gap" policy.
4
- 5 D. Employees retiring from the Medical Center prior to 10/01/93
6 will be eligible to receive supplemental Medicare benefits in
7 accordance with the Medical Center's existing policy.
8
- 9 E. With respect to pre-October 1, 1993 retirees, the selection of
10 the insurance carrier, as well as whether the benefits
11 provided shall be self-funded and/or administered, shall rest
12 solely with the Medical Center. The insurance carrier or form
13 of administration may be changed at any time, so long as the
14 benefits remain substantially equivalent.

ARTICLE 15
LEAVES OF ABSENCE

Section 1: Leave of Absence.

A. Family and Medical Leaves

Borgess will provide covered employees leave for certain family and medical reasons. Employees who have worked for Borgess for at least twelve (12) months and for nine hundred (900) hours over the previous twelve (12) months of employment are eligible. Leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

Guidelines

1. The Family and Medical Leave Act allows eligible employees up to twelve weeks of leave during a twelve month period (calendar year) for the following reasons:
 - a. the birth of a son or daughter to provide care for that infant;
 - b. the placement of a son or daughter with the employee for adoption or foster care;
 - c. to care for the spouse, son, daughter, or parent of an employee who has a serious health condition; or
 - d. a serious health condition that makes the employee unable to perform the essential functions of his/her job.
2. The 12 week period will be prorated according to the employee's assigned status.
 - a. Full-time - 40 hours per week FML = 480
hours.
 - b. Regular part-time - 24 hours per week FML = 288
hours.
 - c. Part-time - 16 hours per week FML = 192
hours.
3. a. An FML due to the birth or placement of a child through adoption or foster care must be taken

1 continuously and within 12 months from the date of
2 birth or placement.
3

- 4 b. Employees who are regularly scheduled to work
5 twenty-four (24) hours or more per week and have
6 worked a minimum of nine hundred (900) hours over
7 the applicable 12 month period may take a leave to
8 care for a family member or an employee's own
9 disability may be taken intermittently or on a
10 reduced leave schedule if it is medically necessary
11 to do so. There must be a need for the leave, and
12 it must be that the medical need can be best
13 accommodated through an intermittent or reduced
14 schedule leave. An employee needing this type of
15 leave must attempt to schedule the leave so as not
16 to disrupt the Medical Center operations.
17

18 4. Notice and Certification
19

- 20 a. If the employee fails to give thirty (30) days
21 notice for a foreseeable leave with no reasonable
22 excuse for the delay, the leave may be denied until
23 at least thirty (30) days after the date the
24 employee provides notice to the Medical Center of
25 the need for FML.
26

27 If the need for leave is unforeseeable, the
28 employee should notify his/her Director of the need
29 for FML as soon as reasonable under the
30 circumstances, within one or two working days after
31 learning of the need for leave. Notice by the
32 employee's representative is sufficient if the
33 employee is unable to give notice personally.
34

- 35 b. An employee applying for an intermittent leave or a
36 reduced leave schedule must notify his/her Director
37 and contact the Employee Health Specialist.
38 Providing that the Medical Center determines that
39 the request for intermittent leave or reduced leave
40 schedule cannot be reasonably accommodated on the
41 employee's current shift and unit/department, the
42 employee may be transferred temporarily to an
43 available alternative position that has equivalent
44 pay and benefits, and accommodates recurring
45 periods of leave.
46

- 47 c. An employee requesting leave to care for a family
48 member or their own disability which involves
49 planned medical treatment must make a reasonable
50 effort to schedule treatment so as not to unduly
51 disrupt the Medical Center's operations. When
52 notice is given, the Medical Center may require the

1 employee to attempt to reschedule treatment,
2 subject to the ability of the health care provider
3 to do so. The Medical Center and employee shall
4 attempt to work out a mutually agreeable schedule.
5

6 d. Employees will be required, unless Borgess waives
7 the requirement, to recertify the need for the
8 leave at least every thirty (30) days and must
9 report in on a periodic basis no less than every
10 two (2) weeks with respect to their progress, the
11 progress of their parent, spouse or child, and
12 their anticipated date for return to work.
13 Employees are expected to give Borgess five (5)
14 days notice of the date they will return to work.
15 Overstaying an approved leave of absence without
16 notification to Borgess, may be grounds for
17 termination.
18

19 e. Borgess will require, unless Borgess waives the
20 requirement, medical provider certification of a
21 serious health condition which is the basis of the
22 request for a FML and may require second or third
23 opinions (at Borgess' expense) and a fitness for
24 duty report to return to work. If the first and
25 second medical provider opinions do not agree, the
26 Medical center and the employee shall mutually
27 agree on a third medical provider who shall provide
28 a final and binding opinion. The medical provider
29 certification must include the first anticipated
30 date of absence from service to Borgess and the
31 expected date of return. The medical certification
32 to support a leave for family medical reasons must
33 include a statement indicating that the employee's
34 presence is necessary or would be beneficial for
35 the care of the family member and the period of
36 time care is needed or the employee's presence
37 would be beneficial.
38

39 f. Employees requesting a FML in order to care for a
40 seriously ill spouse, son, daughter, or parent are
41 required to complete the appropriate paperwork and
42 return it to the Employee Health Specialist within
43 fifteen (15) calendar days from the date the
44 Medical Center requests the medical provider
45 certification.
46

47 5. Wages and Benefits

48

49 a. Employees will not accrue PTO while on a FML.
50 Employees will have PTO (A) deducted and paid from
51 their PTO (A) bank for holidays which occur during
52 a FML. If an employee's wage anniversary date

1 occurs during a FML, the employee will be eligible
2 to receive any appropriate wage increase or
3 longevity bonus.
4

- 5 b. Employees on a FML which qualifies for short-term
6 disability coverage, must use PTO (B) to cover the
7 applicable STD or workers' compensation elimination
8 period. For leaves not covered by STD, employees
9 must use PTO (B) to cover the entire length of the
10 leave. Once an employee's PTO (B) bank is
11 exhausted, the employee may choose to utilize PTO
12 (A); except for situations covered in 5(a) above.
13 Any time in excess of PTO hours will be unpaid.
14

15 Any time taken under this section which the
16 employee is paid PTO (A), (B) or STD will count
17 towards the FML twelve (12) week leave period.
18

- 19 c. Employees will not accept other employment while on
20 a FML unless prior approval has been granted by the
21 Medical Center.
22

- 23 d. For up to twelve (12) weeks of a family or medical
24 leave, Borgess will maintain the employee's health
25 coverage under any group health plan. Employees
26 are responsible for any part of the cost of health
27 coverage, the same as required as if not on leave,
28 including changes in cost while on leave.
29 Employees who fail to return from a leave will be
30 obligated to reimburse Borgess for the cost of
31 Borgess paid health coverage, except when the
32 employee's failure to return is due to the
33 continuation, recurrence or onset of a serious
34 health condition which would entitle the employee
35 to medical or family leave or other circumstances
36 beyond the employee's control. For leaves in
37 excess of twelve (12) weeks, the employee and
38 eligible dependents will be offered to continue
39 applicable benefits according to federal guidelines
40 under COBRA.
41

- 42 e. Payment of outstanding premiums will occur once an
43 employee returns to work by deducting the cost of
44 one additional premium payment from the employee's
45 paycheck each pay period until the balance is zero.
46 Any other method of payment must be approved by the
47 Director of Personnel Services. Contact the
48 Employee Benefits Office for more information.
49
50

1 6. Return to Work
2

3 Seniority will continue to accrue during a FML (see
4 Article 10). Upon return from a family leave of twelve
5 (12) weeks or less, employees will be restored to their
6 original position with equivalent pay, benefits and other
7 employment terms. The employee will not lose any offered
8 employment benefit that existed prior to the start of the
9 leave.

10
11 7. Leaves of Absence in Addition to FML
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13 a. Child Care Leaves of Absence
14

15 Employees may receive up to three (3) additional
16 months of leave after the birth of an employee's
17 child or for the adoption of a child under age six
18 up to a total of six (6) months (including the
19 FML). The request for additional leave must be
20 submitted in writing at least five (5) days prior
21 to the end of the FML.
22

23 b. Personal/Emergency Leaves of Absence
24

25 An employee may be granted a personal/emergency
26 leave of absence for urgent and compelling reasons
27 in the sole discretion of the Medical Center. All
28 requests for a personal/emergency leave of absence
29 must be made in writing at least two (2) weeks in
30 advance unless the request is based on an emergency
31 situation. A personal/emergency leave of absence
32 shall not exceed thirty (30) calendar days. The
33 employee granted a personal/emergency leave of
34 absence must use their available PTO (A) time for
35 the duration of the leave. If there is no
36 available PTO (A) time, PTO (B) must be used, if
37 there is not PTO time available, the employee will
38 take the personal/emergency leave of absence
39 without pay.
40

41 1. All available PTO (A) must be used during the
42 additional leave period.
43

44 2. During the additional leave period not covered
45 by PTO (A) or PTO (B), it is the
46 responsibility of each employee to pay for the
47 cost of their flexible benefit package until
48 he/she returns to work. Failure to make
49 arrangements will result in the expiration of
50 insurance benefits.
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3. Seniority will continue to accrue during this additional leave period.
 4. Employees are expected to give Borgess five (5) days notice of the date they will return to work. Overstaying an approved leave without notification to Borgess, will be grounds for termination..
 5. When an employee returns from a personal/emergency leave of absence, the Medical Center will return the employee to his/her original position. If the employee's position has been eliminated during the personal/emergency leave of absence, the employee shall be given all of his/her rights under Article 11, Layoff-Recall, upon the expiration of his/her leave of absence.

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c. Employees may receive up to nine (9) additional months of disability leave for personal illness or injury.

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1. A full-time or regularly scheduled part-time employee may be granted additional disability leave if s/he is disabled for seven (7) or more consecutive calendar days due to illness, injury, or pregnancy under the following conditions:

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- a. The employee promptly notifies the Medical Center of the necessity of the leave.

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- b. The employee provides a statement from a medical doctor/DO or qualified psychologist stating the reasons for the leave and the expected length of disability.

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- c. Where a question exists as to the appropriateness of a medical disability leave or return therefrom, the Employee Health Office will require the affected employee to be evaluated by a licensed professional of its choosing.

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If a difference of opinion exists between the employee's and the Medical Center's medical professionals involved, these

1 medical professionals will mutually
2 choose another qualified professional to
3 render a third opinion.
4

5 d. Additional medical disability leaves
6 shall be for a maximum period of one (1)
7 continuous year, including the FML. The
8 leave may be renewed for a specific
9 period provided the employee submits
10 appropriate documentation of the
11 necessity of the extension and if the
12 extension is requested at least fourteen
13 (14) days prior to the expiration of the
14 initial leave.
15

16 2. Employees on an authorized leave of absence
17 will continue to accrue seniority during such
18 leaves except as outlined under Article 10.
19

20 3. The employee shall be placed in the position
21 held prior to the additional medical leave
22 provided they return within six (6) months
23 from the date the original leave of absence
24 begins. After six (6) months, the employee
25 may be returned consistent with provisions of
26 Article 7.
27

28 4. The employee will give the Medical Center five
29 (5) days notice of the date they will return
30 to work. Bargaining unit employees returning
31 from a leave of absence after the schedule has
32 been posted will be assigned to existing
33 vacancies during the five (5) day notification
34 period. Employees who cancel PTOA time or
35 return from a leave of absence after the five
36 (5) day notification will be returned to their
37 original position, consistent with this
38 Agreement. Individuals displaced by the
39 returning employees will be assigned to
40 existing vacancies for the duration of the
41 posted schedule. Employees will be assigned
42 to shifts identical to their former positions,
43 if possible. (Not more than three hour
44 difference from the former start time.) When
45 the duration of the posted schedule has
46 expired, the provisions of Article 7 of the
47 Contract shall prevail. Overstaying an
48 approved leave of absence, without
49 notification to the Medical Center, will be
50 grounds for termination.
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5. Employees must pay for the full cost of their flexible benefit package once benefits under FML have been exhausted. Employees on a leave not covered by a FML must pay for the cost of their flexible benefit package beginning with the third full month on medical leave and continuing until she/he returns to work.
 6. During an additional leave period, an employee may utilize their available PTO (A) hours.
 7. If the employee is ill more than seven (7) consecutive calendar days, they will be required to contact the Employee Health Office to initiate a request for a medical disability leave.

19 B. Military Leave

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21 The Medical Center agrees to abide by the provisions of the
22 Selective Service Act with respect to leave of absence, duty
23 to military service including National Guard Duty.
24

25 The reinstatement rights of any employee who enters the
26 military service of the United States by reason of an act by
27 the Congress of the United States or who may voluntarily
28 enlist during the effective period of such act shall be
29 determined in accordance with provisions of the act granting
30 such rights.
31

32 Leaves of absence without pay will be granted to employees who
33 are active in the National Guard or a branch of the Armed
34 Forces Reserve for the purpose of fulfilling their annual
35 field training obligations, provided such employees make
36 written requests for such leaves of absence immediately upon
37 receiving their orders to report for such duty.
38

39 Employees, if inducted, may elect to have all PTO (A) and (B)
40 hours paid to them at 100% of their hourly rate. In addition,
41 the Medical Center will provide paid insurance coverage for a
42 period of sixty (60) days.
43

44 Section 2: Union Leave. Any employee in the bargaining unit
45 elected or appointed to full-time position in the Union whose
46 duties require absence from work shall be granted a leave of
47 absence for the term of such office or one (1) year, whichever is
48 less. The leave of absence may be extended by mutual agreement.
49 The employee shall not accumulate benefits during term of office
50 and at the end of such term of office shall be entitled to resume
51 regular seniority status and all job and recall rights.

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3 ARTICLE 16
4 GRIEVANCE PROCEDURE

5 Section 1: Any employee having a grievance shall proceed as
6 provided herein. A grievance under this Agreement is a dispute,
7 claim or complaint arising under and during the term of this
8 Agreement. It may be filed only by an employee or group of
9 employees in the bargaining unit. The grievance must be signed by
10 the grievant and cite the specific section of this Agreement
11 alleged to have been violated. If filed, the Steward shall have
12 the right, with the grievant's permission, to be present at all
13 steps of the grievance procedure. Grievances are limited to
14 matters of interpretation or application of the contract and do not
15 apply to claims arising under the employee's group insurance,
16 retirement income plans, the hospitalization insurance plan of the
17 Medical Center or any other issue.
18

19 Section 2: No grievance shall be filed or processed based on facts
20 or events which have occurred prior to seven (7) calendar days,
21 excluding national holidays, before the grievance is filed,
22 provided, however, that no day shall be counted when it is
23 impossible to file a grievance by reason of the unavailability of
24 the management representative who is to receive the grievance. Any
25 grievance upon which a disposition is not made by the Medical
26 Center within the time limits prescribed, or any extensions which
27 may have been agreed to, may be referred to the next step in the
28 grievance procedure. The time limit to run from the date the time
29 for disposition expires. Any grievance not carried to the next
30 step by the Union within the prescribed time limits, or such
31 extension as may have been agreed to, shall be automatically closed
32 upon the basis of the last disposition.
33

34 Section 3: Grievances involving discharge shall commence at Step
35 III of the procedure as set forth below instead of Step I as for
36 all other grievances. Thereafter the procedure followed will be
37 identical.
38

39 Section 4: Grievances other than those involving discharge shall
40 be handled in the following manner, each successive step to be
41 followed unless the grievance was settled or withdrawn at the
42 preceding step, and if a written grievance is settled at any step,
43 its disposition shall be signed by the employer and the employee or
44 his Union representative.
45

46 Steps in the Grievance Procedure:
47

48 Step 1: The aggrieved employee shall, within seven (7) calendar
49 days, excluding national holiday, of the occurrence of the event
50 forming the basis for the grievance, or within seven (7) calendar
51 days, exclusive of national holidays, after the grievant(s)
52 obtained actual knowledge or could reasonably have obtained such

1 knowledge of said event, discuss the matter and submit the
2 grievance in writing to the immediate supervisor, as herein
3 defined, either individually or with steward representation,
4 attempting to resolve the matter informally. The immediate
5 supervisor will respond in writing within seven (7) calendar days,
6 excluding national holidays, of the first step meeting with copies
7 to the Union, the Grievant, and Personnel.

8
9 Step 2: If the grievance is not resolved by the immediate
10 supervisor, it will be submitted in writing to the appropriate
11 Department Manager/ Director within seven (7) calendar days,
12 excluding national holiday.

13
14 The grievant(s) and the Union Representative shall meet with the
15 Department Manager/Director. The Director of Personnel Services
16 may be present at Step 2 for purposes of fact finding and
17 recommendations. The Medical Center shall render an answer in
18 writing (with copies) to the grievant and the Union within seven
19 (7) calendar days, excluding national holidays, after such
20 conference.

21
22 Step 3: If the grievance is not resolved at Step 2, the grievant
23 and Union Representative may meet and confer with the Vice
24 President or their designees. The Director of Personnel Services
25 will be requested to complete a fact-finding investigation and
26 forward findings and recommendations to the Vice President or their
27 designee. A written decision on the grievance shall be rendered
28 within seven (7) calendar days, excluding of national holidays,
29 after such conference with copies to the grievant, and the Union
30 Representative.

31
32 Step 4: If the grievance is not resolved at Step 3, the matter
33 may be submitted to Arbitration, provided notice of intent to
34 arbitrate is given within thirty (30) days of receiving the Step 3
35 answer. Upon receipt of the notice of intent to arbitrate by the
36 Medical Center, the parties shall proceed in the following manner.

- 37
38 (a) The parties shall attempt to agree upon an arbitrator.
39
40 (b) Failing agreement, within ten (10) days of receipt of the
41 notice of intent to arbitrate, one of the parties may submit
42 the matter to the American Arbitration Association or The
43 Federal Mediation and Conciliation service requesting
44 selection of an arbitrator in accordance with its voluntary
45 labor arbitrator rules which are hereby incorporated by
46 reference.
47
48 (c) The arbitrator shall have the authority and jurisdiction to
49 determine the propriety of the interpretation and/or
50 application of the collective bargaining agreement regarding
51 the grievance in question but shall not have the power to
52 alter or modify the terms of the contract. With respect to

1 arbitration involving discipline of an employee, the
2 Arbitrator shall determine if the discharge or discipline was
3 for just cause and to review the penalty imposed and if it is
4 determined that the penalty is inappropriate and/or unduly
5 severe, and the Arbitrator may modify the penalty accordingly
6 or uphold it if deemed appropriate. Any case appealed to the
7 Arbitrator over which there is no authority to rule, shall be
8 referred back to the parties without decision. No award of an
9 Arbitrator shall affect any employees of the Medical Center
10 other than the grievant or grievants. The Arbitrator shall
11 have no power to hear or decide issues other than those
12 expressly disclosed in the original grievance. The decision
13 of the Arbitrator shall be final and binding on the Medical
14 Center, the Union and the grievant. The losing party shall
15 bear the reasonable costs and fees of the Arbitrator in total.

- 16
17 (d) The Arbitrator's fee, travel expenses, filing fee and cost of
18 any room or facilities shall be borne by the losing party, but
19 the fees and wages of representatives, counsel, witnesses or
20 other persons attending the hearing shall be borne by the
21 party incurring them. If the award is not clearly in favor of
22 one party or the other, then the above Arbitrator's fees and
23 expenses shall be shared equally by the parties. The
24 Arbitrator shall state the party in whose favor the ruling has
25 been made.

26
27 Section 5: When any of the steps in the grievance procedure occur
28 during the working hours of the aggrieved party and/or members of
29 the Grievance Committee, and their presence at these steps is
30 reasonably required, such employees will be allowed time away from
31 work (without loss of pay at his/her straight time hourly rate)
32 providing the supervisor has approved.

33
34 Section 6: Without mutual agreement between Borgess and the Union,
35 only one (1) grievance may be submitted to arbitration on the same
36 Demand for Arbitration.

37
38 Section 7: "Days" and "work days", as used in this Article, shall
39 be calendar days, exclusive of legal holidays defined in Article
40 12.

41
42 Section 8: Exclusive Remedy. It is mutually agreed that patient
43 care is the first obligation and concern to be provided and
44 considered by Borgess, the employees and the Union, and it is
45 further understood and agreed that the grievance and arbitration
46 procedures set forth in this Article provide the sole remedy for
47 settlement of grievances and disputes. With this premise fully
48 understood by all parties, the Union, its officers, agents,
49 representatives and all members shall not directly or indirectly
50 authorize, cause, assist, encourage, ratify or condone any strike
51 (including safety, sympathy and unfair labor practice strikes),
52 sit-down, cessation or stoppage of work or other interruption of

1 work or services of any of the Borgess' operations. Borgess will
2 not lock out employees during the term of this Agreement.
3

4 Section 9: All pay awards shall be paid as soon as can be
5 reasonably calculated and processed, but no later than thirty (30)
6 calendar days from the date of the award.
7

8 Section 10: Should the Union desire to contest the dismissal of
9 any employee notice now shall be given to the Medical Center within
10 seven (7) calendar days, excluding of national holidays, of date of
11 dismissal and the issue shall thereafter be submitted and
12 determined under the Grievance Procedure set forth in this
13 Agreement commencing at Step 3 of the Grievance Procedure.

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ARTICLE 17
STEWARD REPRESENTATION

Section 1: Union representatives shall be admitted to the Medical Center during working hours to investigate or assist in the adjusting of grievances provided they shall not be in areas which would be detrimental to the management of the Medical Center and its patients and provided they first obtain an appointment with the Manager/Director stating the nature of their business and further, that they present proper credentials.

Section 2: In each department, employees in the department may be represented by 1 or more Stewards made known to the Medical Center. The total number of Stewards shall not, however, exceed ten (10). The Stewards, during their working hours, without loss of time or pay may investigate and present grievances to the Medical Center after approval has been obtained from their supervisors. Such approval shall not be unreasonably withheld. The privilege shall not be abused. The Union will submit and update when necessary a list of all stewards to their department manager. The employer shall be made aware of alternate stewards also.

Section 3: Employees with grievances may not leave their working area to locate their Steward without approval of their supervisor. Such approval shall not be unreasonably withheld. The privilege shall not be abused.

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3 ARTICLE 18
4 COMPENSATION
5

6 Section 1: Salary Schedule.
7

8 Level 1

Start	1YR	2YR	3YR	4YR	5YR	6YR	7YR	8YR	9YR	10YR
5.81	6.41	6.73	7.04	7.50	7.96	8.42	8.88	9.19	9.51	9.84

12
13 Positions in Level 1
14

15 (1) Housekeeping Aides I, (2) Food Service Worker, (3) Tray Passer,
16 (4) Deli-Worker, (5) Food Handler.
17

18 Level 2

Start	1YR	2YR	3YR	4YR	5YR	6YR	7YR	8YR	9YR	10YR
5.98	6.60	6.93	7.26	7.72	8.18	8.65	9.12	9.43	9.76	10.10

22
23 Positions in Level 2
24

25 (1) Housekeeper II, (2) Specialized Aide, (3) Cart Operator, (4)
26 Floor Maintenance/Floor Finisher Trainee, (5) Textile II, (6)
27 Cashier/Food Handler, (7) Utility Worker, (8) Special Diet, and
28 (10) Food Service Worker (Dishroom), (11) Food Service Worker
29 (Caterer).
30

31 Level 3

Start	1YR	2YR	3YR	4YR	5YR	6YR	7YR	8YR	9YR	10YR
6.36	7.00	7.33	7.69	8.16	8.63	9.10	9.58	9.92	10.27	10.63

35
36 Positions in Level 3
37

38 (1) Housekeeper III, (2) Lead Housekeeping Aide, (3) Assistant
39 Offset Press Operator, (4) Photocopy Machine Operator, (5)
40 Ingredient Room Worker, (6) Textile III.
41

42 Level 4

Start	1YR	2YR	3YR	4YR	5YR	6YR	7YR	8YR	9YR	10YR
6.90	7.55	7.93	8.33	8.80	9.27	9.74	10.22	10.58	10.95	11.33

46
47 Positions in Level 4
48

49 (1) Material Handler/Warehouse, (2) Baker, (3) Cook, (4) Floor
50 Finisher, (5) Salad Room, (6) Salad/Baker Relief, (7) Pizza Hut
51 Cook, and (8) Dietary Storekeeper, (9) Logistical Support

1 Technician, (1) Grill Cook, (11) Storeroom/Vending, (12) Cook
2 Production Relief.

3
4 Level 5

5 Start 1YR 2YR 3YR 4YR 5YR 6YR 7YR 8YR 9YR 10YR

6
7 7.20 7.89 8.26 8.67 9.15 9.63 10.12 10.61 10.98 11.36 11.76

8
9 Positions in Level 5

10
11 (1) Offset Press Operator, (2) Housekeeper V - Projects Assistant,
12 (3) Material Handler/Receiving, (4) Lead Baker, and (5) Lead Cook.

13
14 Section 2: Progression Through Steps.

- 15
16 A. Upon ratification of this Agreement, employees will be placed
17 in the step next higher to their current wage for the level
18 associated with their existing or revised job title.
19
20 B. Thereafter, employees will progress to the next higher step
21 within their level on their wage anniversary date.

22
23 Section 3: Promotion Increases.

- 24
25 A. An employee who temporarily transfers to a position with a
26 higher rate of pay shall be paid on the schedule of the job to
27 which they are transferred at the step which provides the
28 nearest higher rate of pay relative to the employee's former
29 rate.
30
31 B. In the case of a promotion/permanent transfer to a position
32 with a higher rate of pay, the employee shall be paid on the
33 schedule of the job to which they are transferred at the step
34 which provides the nearest higher rate of pay relative to the
35 employee's former rate. The employee's wage anniversary date
36 will be changed accordingly and the employee shall progress up
37 the schedule annually thereafter.

38
39
40 Section 4: Moving to Lower Levels of Pay.

- 41
42 A. In regards to a permanent transfer, an employee who moves into
43 a lower paying position shall be placed in the nearest lower
44 rate of pay relative to the employee's former rate and shall
45 progress up the scale annually thereafter.
46
47 B. In the case of any employee who is temporarily transferred
48 into a lower paying position, the employee will maintain their
49 higher rate of pay.
50
51 C. An employee's wage anniversary date would not change if this
52 type of transfer occurred.

1 Section 5: Prior Service Credit.
2

3 In determining position in the salary level, individuals with
4 relevant experience may receive credit for that experience. The
5 maximum experience credit given will be to the fifth year of the
6 applicable salary level.
7

8 Section 6: Premium Pays.

9 A. Shift Differential Pay

- 10
11 1. 7-3 Weekends -- sixty-five (65¢) per hour.
12
13 2. 3-11 and 11-7 Weekends -- one dollar and fifteen cents
14 (\$1.15) per hour.
15
16 3. 3-11 and 11-7 Weekdays -- sixty-five (65¢).
17

18
19 B. Redistribution/Receiving Storeroom Charge Pay

- 20
21 1. Fifty cents (50¢) per hour charge pay will be paid to
22 those employees designated as charge.
23
24 2. Charge pay shall be designated by the appropriate
25 Supervisor and shall only apply if the Supervisor is
26 absent one (1) hour or more.
27
28 3. This premium pay is limited to employees with at least
29 one (1) year of department seniority.
30

31
32 Section 7: Overtime.
33

- 34 A. Time and one half (1 1/2) shall be paid for all hours worked
35 in excess of forty (40) in any work week.
36
37 B. Time and one half (1 1/2) shall be paid for any hours worked
38 over eight (8) in a twenty-four (24) hour period. Commencing
39 with the start of the employees' regularly scheduled shift and
40 ending twenty-four (24) hours later. The twenty-four (24)
41 hour period shall commence at 11:01 p.m. and end twenty-four
42 (24) hours later at 11:00 p.m. for those employees who work
43 varied shifts. The current language shall apply for all
44 employees who work a regularly scheduled shift. The
45 employee's preference for changes in weekend scheduling will
46 not be affected by overtime language unless it results in
47 hours worked over 40 within the work week.
48
49 C. In addition, any eight (8) hour day worked after the fifth
50 (5th) consecutive day of eight (8) hours during a defined work
51 week will be paid at the rate of time and one half (1 1/2) and
52 double time after the sixth (6th) consecutive eight (8) hour

1 day. Beginning on the eighth (8th) day, the consecutive pay
2 cycle will terminate. Time paid for but not worked shall
3 break the consecutive day sequence. Compensatory time off
4 shall not be given to avoid the payment of overtime and/or
5 other fringe benefits provided in this Agreement unless the
6 employee requests the same.
7

8 D. Compensatory time off shall not be given to avoid the payment
9 of overtime and/or other fringe benefits provided in this
10 Agreement unless the employee requests the same.
11

12 E. Whenever an employee is required to return to work after the
13 completion of his regularly scheduled 8-hour shift, he shall
14 receive pay for the actual time worked at time and one half (
15 1 1/2) his regular rate or a minimum of 2 hours pay at his
16 straight time hourly rate, whichever is greater. If an
17 employee is called in early to start a shift, the foregoing
18 will not apply. A call back situation will not itself cause
19 the employees' regularly scheduled work day to be decreased.
20

21 F. Management shall attempt to divide and rotate overtime to
22 qualified employees as equally as possible. Refusal to work
23 overtime is treated the same as having worked overtime for
24 rotation purposes. Not included as overtime for the purposes
25 of this section are any hours worked prior to the start of the
26 employee's regularly scheduled shift as assigned work
27 necessary to start a shift of work week, or time worked when
28 called in for emergencies.
29

30 G. For the purpose of computing overtime under this Agreement,
31 PTO (A), PTO (B), and union leave days shall not be considered
32 as hours worked for purpose of computing overtime. Time paid
33 for but not worked for legal holidays, bereavement leave and
34 jury duty will be considered as hours worked for purpose of
35 computing overtime.
36

37 H. For completion of specific projects beyond normal working
38 hours, employees that are already working on such will be
39 given first consideration for such overtime.
40

41 Section 8: Schedule Changes.

42

43 Management has the right to make adjustments to posted schedules
44 based on fluctuating working conditions. It shall be the
45 employee's responsibility to check work schedules daily at the
46 close of their shift. Employees not at work the 25 hours
47 immediately preceding the shift affected by the shift change shall
48 be notified by the supervisor of the change. Any changes to the
49 schedule after the close of the employee's daily shift and prior to
50 their next assigned shift, shall be immediately communicated to the
51 affected employee by his/her manager or supervisor.
52

1 Section 9: Reporting Pay.
2

3 Employees called into work on their scheduled day off, and report
4 within one (1) hour of the time the employee received the call to
5 come in, shall receive the number of hours associated with the
6 shift of work offered at prevailing rates for the shift, even if
7 the employee does not work the entire length of the scheduled
8 shift. On such a call-in basis, the employees shall not be
9 expected to accomplish more than can reasonably be accomplished in
10 the fractional part of the shift remaining after they report to
11 work.
12

13 Section 10: Mileage Reimbursement.
14

15 Employees required to drive their own vehicle as part of their job
16 shall be paid the current rate of mileage provided for by the
17 Medical Center.
18

19 Section 11: Longevity Bonus - 2 3/4 per cent of the employee's
20 previous year's W-2 year-end wages shall be paid to those employees
21 not eligible for an anniversary increase after six (6) years of
22 service on the former schedule. This longevity bonus will only be
23 paid between May 1, 1994, through April 30, 1995. This bonus shall
24 be paid in the form of a separate check.

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4 ARTICLE 19
5 AVAILABLE HOURS AND FLOATS

6
7
8 Section 1: The Medical Center will determine when openings in the
9 schedule are available.
10

11
12 Section 2: Prior to the posting of the work schedule, part-time
13 and regular part-time employees who are not already scheduled for
14 forty (40) hours per week and who sign the "Float" list may be
15 scheduled additional shifts as "Floats." Work opportunities will
16 be provided for the entire scheduled shift.
17

18
19 Employees so assigned shall be scheduled in their regular
20 department. The float list will be posted at least two (2) weeks
21 in advance of the posting of the schedule, and will be up for at
22 least five (5) days so that it can be taken down and the schedules
23 constructed from it.
24

25
26 If there are not enough volunteers for the float shifts, the
27 Medical Center may then assign remaining float shifts to those
28 part-time and regular part-time employees who are not already
29 scheduled up to forty (40) hours who are the least senior qualified
30 within their shift.
31

32
33 All part-time employees "scheduled up" as indicated above, shall
34 have twenty-five (25¢) cents per hour [over and above thirty-two
35 (32) hours per pay period] credited to a flexible medical and
36 health spending account on a quarterly basis. (October, November
37 and December credits to be applied at the start of the next Section
38 125 calendar year.)
39

40
41 Section 3: The available hours list will be posted, along with the
42 forthcoming work schedule, on the payday Friday immediately
43 preceding the implementation date of the new work schedule. (The
44 work schedule will be filled in accordance with Article 8, Section
45 2 of this Agreement.) The available hours list will be taken down
46 no earlier than 9:00 a.m. on the Friday before the start of the new
47 schedule and a copy of the list and schedule will be furnished to
48 the steward at that time. The list will expire at the completion
49 of the schedule.
50

51
52 Section 4: The employee signing the available hours list will be
53 notified when additional hours exist.
54

55
56 Section 5: Available hours will assigned to:

- 57
58 a. Bargaining unit employees who have canceled vacation time
59 or returned from a leave of absence, after the schedule
60 has been posted, will be assigned to any openings in
61 accordance with appropriate Sections of this Agreement.
62

- 1 b. Unit employees who have reported to work and are
2 subsequently temporarily transferred in compliance with
3 the provisions of Article 7, Section 3.
4

5 Any additional available hours will be offered in the following
6 sequence:
7

- 8 c. Qualified bargaining unit employees signing the list in
9 non-premium pay/overtime situations will be offered the
10 position first to part-time, then regular part-time, and
11 then full-time according to department seniority.
12

- 13 d. Any remaining available hours will be offered to
14 bargaining unit employees who have signed the list and
15 will result in overtime/premium pay. This overtime
16 premium pay will be offered by departmental seniority and
17 status, that being first to full-time, then regular part-
18 time and then part-time employees who have signed the
19 list.
20

21 Section 6: When overtime is offered, whether accepted or declined,
22 it will be counted as overtime worked. Employees who are working,
23 not trained, not home, etc., when overtime is being offered will
24 not be counted as overtime worked.
25

26 Section 7: If there are not enough volunteers for the additional
27 hours, Borgess Medical Center may then assign to the additional
28 hours the least senior qualified person available not already
29 working an eight (8) hour shift that day. The least senior
30 qualified person on the concluding shift will wait for the called
31 in employees. Mandatory overtime will be rotated by inverse
32 seniority per department.
33

34 In the alternative, if there are not enough volunteers for the
35 additional hours, the Medical Center, in its sole discretion, may
36 offer such available hours to any qualified non-bargaining employee
37 of the Medical Center or may contract for the use of temporary
38 employees for the purpose of the provision of such needed work.

ARTICLE 20
BULLETIN BOARDS

1
2
3
4 Section 1: The Union will be allowed to use existing bulletin
5 boards for posting notices of the following types with the approval
6 of the Personnel Director or his designee:

- 7
8 A. Employees' seniority list
9
10 B. Notices of meetings
11
12 C. Notices of elections
13
14 D. Notices of results of elections
15

16 Section 2: The Union agrees not to abuse this privilege.

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ARTICLE 21
NEW EQUIPMENT/TECHNOLOGY

The Union, for itself and on behalf of the employees covered by the Collective Bargaining Agreement, agrees that it will cooperate with the medical Center in establishing and maintaining efficient and productive practices. In that respect, the Medical Center has the sole right to introduce new equipment, procedures, advance technologies, production systems and other innovations, etc., for the purpose of enhancing productivity, efficiency, quality and patient service. At such time as the Medical Center initiates a "job redesign" program, the parties will meet prior to such initiation to negotiate the impact of such on the bargaining unit.

The Medical Center will provide training to all interested and affected bargaining unit employees prior to implementing, or at the time of implementation, of any of the above-referenced innovations.

1 ARTICLE 22

2 GENERAL

3
4 Section 1: The Medical Center agrees:

- 5
6 (1) Not to reduce scheduled full-time employees to less than
7 forty (40) hours per week solely to undermine the Union
8 or unit.
9
10 (2) Not to intentionally recruit employees for less than
11 full-time solely to undermine the Union or unit.
12
13 (3) To maintain a full-time part-time ratio of not less than
14 1.0 to 2.0 in the bargaining unit.
15
16 (4) The full-time part-time list shall be furnished to the
17 Union at six (6) month intervals.
18

19 Section 2: Contractual Work

20
21 The right of contracting and sub-contracting is vested in the
22 Medical Center. The right to contract or sub-contract shall not be
23 used for the purpose of undermining the Union nor to discriminate
24 against any of its members. In the event of a personnel cutback or
25 a phase-out of work in a department for any reason, the employees
26 covered by this Agreement shall be allowed to exercise their
27 seniority rights to displace less senior employees in other
28 departments covered by this Agreement. Provided, however, said
29 senior employees have the required qualifications to perform the
30 work required in the classification.
31

32 Section 3: Benefit Improvements

33
34 If the Medical Center approves major revision or addition to the
35 retirement plan for employees, the Medical Center will provide an
36 opportunity for the same benefit availability through negotiations
37 for members of the bargaining unit.
38

39 Section 4: Tuition Reimbursement

40
41 Tuition reimbursement shall be paid as follows provided the
42 employee has worked at the Medical Center for one (1) year and
43 remains at Borgess for six (6) months after the tuition is paid:
44

45 40 hours per week-100% of the cost of 12 credit hours per year.
46 32 hours per week- 80% of the cost of 12 credit hours per year.
47 24 hours per week- 60% of the cost of 12 credit hours per year.
48 16 hours per week- 40% of the cost of 12 credit hours per year.
49

50 Reimbursement monies will be limited to the lesser of either the
51 cost of the class or \$75.00 per credit hour.
52

1 Courses must be job related or related to a health care discipline
2 and must be completed.

3
4 Correspondence courses will not be reimbursed by the Medical
5 Center.

6
7 In the event that the employee incurs a total tuition cost of less
8 than 12 credit hours times \$75.00/credit hour (\$900.00), by
9 utilizing lower costs per credit hours, the employee may be
10 reimbursed for up to 15 credits per year as long as total tuition
11 costs/year do not exceed the \$900.00 maximum, per the above
12 schedule.

13
14 Borgess Medical Center's reimbursement obligation shall be
15 coordinated with any scholarship, grant, gift, or other similar
16 education expense, payments paid directly or indirectly to support
17 a bargaining unit member's education under this Article.

18
19 Section 5: Succession

20
21 The Medical Center agrees that if during the term of this Agreement
22 it sells, transfers, leases or discontinues operations which impact
23 the employment status of the Union's members covered by this
24 Agreement, the Medical Center will provide timely notice of its
25 intended actions and negotiate with the Union about the effects of
26 such action.

27
28 Section 6: Savings Bond Program

- 29
30 A. Employees will receive 1 credit for each pay period of perfect
31 attendance.
- 32
33 B. Employees who accumulate 6 credits within a quarter will be
34 qualified to receive a Series EE U.S. Savings Bond. A full-
35 time employee will be eligible for a \$100 bond, regular-part-
36 time employees will receive \$25.00 to be used to purchase a
37 \$50.00 bond, and part-time employees will receive \$12.50 to
38 purchase a \$25.00 bond.
- 39
40 C. To receive a credit for perfect attendance an employee must
41 engage in active employment, work all scheduled hours, and
42 report to their work stations at the start of their scheduled
43 shift. Absenteeism, tardiness, failure to badge or utilize
44 the alternative badging procedure will disqualify an employee
45 from receipt of a credit within the applicable pay period.
- 46
47 D. For each 12-month period, those employees who have received
48 sick pay reimbursement will not be subject to corrective
49 action until they have been absent or tardy an amount of time
50 equal to reimbursed hours. Eight hours equals one occurrence.
51
52

1 Section 7: Tax Deferred Annuities
2

3 Tax deferred annuities will be available to employees who wish to
4 defer an amount of their income before taxes. Participation in the
5 plan, and the rules governing it, are subject to the Internal
6 Revenue Code (Section 403-B.)
7

8 Section 8: Safety
9

10 Borgess is committed to a safe work place, as well as safety for
11 its patients, visitors and invitees. In that respect, Borgess
12 shall make reasonable provisions for safety and health of all of
13 its employees, patients, visitors and others. The Union and its
14 members commit to strictly abiding to safety rules and standards,
15 as well as Borgess directive with respect to safety.
16

17 Section 9: Employee Information
18

19 Employees shall furnish documentary verification of birth date and
20 shall inform the Borgess Personnel Services Department at the time
21 of any change in their mailing address, telephone number, telephone
22 contact arrangements, withholding exemptions and dependent
23 information. Borgess shall rely upon the most recent information
24 for all purposes.

1
2 ARTICLE 23
3 SCOPE, WAIVER AND ALTERATION OF AGREEMENT

4 Section 1: No agreement, alteration, understanding, variation,
5 waiver or modification of any terms or conditions or covenants
6 contained herein shall be made by any employee or group of
7 employees with the Medical Center unless executed in writing
8 between the parties hereto and the same has been ratified by the
9 Union.

10
11 Section 2: The waiver of any breach or condition of the Agreement
12 by either party shall not constitute a precedent in the future
13 enforcement of the terms and conditions herein.

14
15 Section 3: If any Article or Section of this Agreement or any
16 supplement thereto should be held invalid by operation of law or
17 any tribunal of competent jurisdiction, or if compliance with or
18 enforcement of any Article or Section should be restrained by such
19 tribunal, the remainder of this Agreement shall remain in full
20 force and effect, and the parties shall meet within 30 days of such
21 decision and negotiate in an attempt to replace the affected
22 provision.

ARTICLE 24
TERM OF AGREEMENT

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3
4 Section 1: This Agreement shall commence on the date of its
5 execution by both parties and shall continue in full force and
6 effect from such date to May 1, 1996, at 11:59 p.m. Inasmuch as
7 the parties were unable to negotiate a successor Agreement prior to
8 May 1, 1994, all changes affecting compensation and benefits set
9 forth in this Agreement will only be effective once this new
10 successor Agreement takes effect.

1 IN WITNESS WHEREOF, the parties hereto have set their hands and
2 seals the date written opposite their signatures.

3 Date: April 7, 1995 BORGESS MEDICAL CENTER

4 By: Steven L. Nichols
5 Its: Executive Vice President

6 Date: April 7, 1995 THE INTERNATIONAL UNION OF
7 OPERATING ENGINEERS LOCAL
8 547 A, B, C, AND H, AFL-CIO

9 By: Pip Salvo
10 Its: Business Manager

11 By: _____
12 Its: _____

13 By: Jennifer L. Hudson
14 Its: Recording Corresponding Secretary

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APPENDIX I
CAFETERIA SECURITY

1. 11:00 p.m. to 7:00 a.m., Night Shift, Cafeteria Cash Transfer Procedure.

Upon notification from the night shift Cafeteria Cashier, one Safety Officer will be dispatched, as soon as possible, to the Cafeteria and will be present during the Cashier's transfer of the cash drawer from the cash register to the Cash Counting Office. Each Safety Officer carries a two-way radio and can summon Security and Police assistance in the event that it should become necessary.

2. Security Patrols of the Cafeteria and Dietetics Areas.

The Safety and Security Department will increase security patrols of the Cafeteria and Dietetics areas during the 11:00 p.m. to 7:00 a.m., night shift.

3. Cafeteria Patio Door Lock/Open Schedule.

The scheduled lockup time for the Cafeteria patio door will be changed from 10:30 p.m. to 8:30 p.m.

The Security procedures listed above will be effective seven (7) days per week and will be implemented with the ratification of the Local #547 Union Contract.

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3 APPENDIX II
4 VOLUNTARY LIFE PROGRAM

5 It is agreed that if Borgess Medical Center introduces a
6 supplemental voluntary insurance program for employees of Borgess
7 Medical Center, the members of Local 547C will also be eligible for
8 this benefit.

9
10 This program will include some or all of the following features:

- 11 1. Universal life insurance
- 12 2. Payroll deductions
- 13 3. Guaranteed issue for eligible employee
- 14 4. Portability of insurance
- 15 5. Guaranteed issue for dependents
- 16
- 17

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LETTER OF UNDERSTANDING

JOB TRAINING

When management decides to offer an opportunity for additional job training, that training opportunity may be provided in varying shift lengths. The awarding of the training opportunities to employees will be based on current qualifications, skills, ability, experience, education and corrective action record and liability for premium pay.

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LETTER OF UNDERSTANDING

COMMITTEE(S)

A committee composed of four (4) BMC representatives and four (4) 547-C representatives shall meet on a PRN basis. Meetings will be scheduled for two hours or less at a mutually agreeable date, time and place. The purpose of the meeting will be to discuss matters of general interest and mutual concerns and not for the discussion of grievances, and or collective bargaining. Any actions taken on specific issues will be in writing and will be distributed to committee members and posted in designated areas. One 547-C and one management representative shall be designated to alternately 1) chair the committee, prepare and circulate the agenda to committee members prior to the meetings and 2) record the proceedings and circulate minutes to members.

Following its organization and joint training on mutual problem solving, one of the first projects undertaken by the committee will be to find mutually acceptable procedures to train and cross-train bargaining unit employees.

1
2
3 LETTER OF UNDERSTANDING

4 BADGE-IN AND BADGE-OUT

5 When employees report to work and leave work, they are required to
6 "badge-in" and "badge-out," utilizing the computerized badge
7 reader. When an employee who is "badging-in" or "badging-out"
8 believes that the system did not record his/her action, or when an
9 employee has lost his/her badge and is unable to use the badge
10 reader because of such loss, the employee should immediately report
11 the problem to his/her supervisor or designee. The supervisor will
12 give the employee a form which will be utilized to document that
13 the employee reported in or left on a timely basis. In these
14 cases, no discipline will be imposed. This procedure will be used
15 as an alternative throughout the bargaining unit when the badge
16 reader malfunctions. Employees who fail to notify their supervisor
17 or designee or who are in fact late for work or who have left work
18 too early will be subject to action specified in the attendance
19 policy.

