

12/1/98

AGREEMENT BETWEEN  
BORGESS MEDICAL CENTER  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO  
BORGESS MAINTENANCE CONTRACT  
December 1, 1994 - December 1, 1998

*Borgess Medical Center*

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AGREEMENT

THIS AGREEMENT executed as of this 1st day of December, 1994 between BORGESS MEDICAL CENTER, a Michigan non-profit corporation, (herein termed "Medical Center"), whose address is, 1521 Gull Road, Kalamazoo, Michigan 49001, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local #547 A-B-C, AFL-CIO, (herein termed "Union"), whose address is 24270 West Seven Mile Road, Detroit, Michigan 48219 WITNESSETH:

ARTICLE 1  
RECOGNITION

Medical Center hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to the rates of pay, wages, and hours of employment of the following employees: Maintenance section leader, yard work leader, power plant work leader, painter work leader, general maintenance refrigeration, general maintenance boiler operator, general maintenance, licensed electrician, general maintenance electrician, carpenter/cabinet maker, boiler operators, painters, gardeners, licensed plumbers, general maintenance plumber, yardperson, yardperson helpers, plumber helper, plumber trainee, electrician helper, electrician trainee, carpenter helper, general maintenance mechanic, incinerator operator, incinerator operator/yardperson excluding supervisors, co-op students, and all others. The foregoing shall be construed to define the unit for which the Union is the collective bargaining representative.

ARTICLE 2  
NON-DISCRIMINATION

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

Further, the Medical Center and the union recognize their obligations under the Americans with Disability Act to accommodate disabled employees and are committed to employing qualified disabled individuals.

ARTICLE 3  
UNION OBLIGATIONS

1. Union agrees that it will cooperate with the Medical Center in enforcing the 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 for the validity and legality of the provisions set forth in this Article and Article 4. 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 employee, or present employee to become a member of the Union.
6. In the event the Union refuses to accept into membership any person hired as an employee of the Medical Center, said person may continue in the employment of the Medical Center.
7. Steward Representation. 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.

In each department, employees in the department may be represented by 1 or more Stewards made known to the Medical Center. 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.

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.

8. In each department, employees in the department may be represented by 1 or more Stewards made known to the Medical Center. 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.
9. 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.
10. Bargaining Committee members will be paid their straight time hourly base rate for time lost from their regular schedule for the purpose of collective bargaining. Such hours will not be counted as hours worked for purposes of calculating overtime compensation.
11. 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 charitable funds shall be the united foundation, the cancer fund or the muscular dystrophy fund. The employer shall verify to the union monthly that said fees have been paid.
12. Dues check off. Upon proper written authorization by employees, the Medical Center will deduct union dues, initiation fees, and service fees from the paychecks of said employees and forward the same to the union on a monthly basis.



ARTICLE 4  
DISCIPLINE AND DISCHARGE

1. The Medical Center shall have the right to dismiss, or suspend without pay, or impose other disciplinary actions for just cause, provided however, that the affected employee shall have the right to defend himself in connection with such Medical Center action. Such action must be taken within seven (7) calendar days of the date it is reasonable to assume that the Medical Center became aware of the conditions giving rise to the discipline. The Medical Center shall furnish written notice of such action to the affected employee and the Union. All dismissals or suspensions shall be without pay. When an employee is called in for disciplinary action he shall request the presence of the Union Steward.

2. The following step procedure shall be used in cases of employee discipline:

1st Step - Oral warning, in the presence of a Steward.

2nd Step - Written warning.

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

4th Step - If the offense warrants, the Medical Center has the right to impose the appropriate discipline, up to and including termination without regard to Steps 1 through 4. If the Medical Center considers discharge the appropriate disciplinary action for the offense, it will not discharge but suspend the employee with notification to the Union and the employee of its intent to discharge. The investigation shall be completed and a decision rendered within seven (7) calendar days. The Medical Center shall not consider any offenses committed by the employee prior to twelve (12) months from the date of the present offense. Time away from work for leaves-of-absence other than verified worker's compensation leaves will not count toward the twelve (12) month period which will be extended accordingly.

During the period of the investigation, the International Union of Operating Engineers and Borgess Medical Center will meet at least once to discuss the evidence. The final discipline resulting from the foregoing shall be subject to the grievance procedure if a written grievance is filed by the employee. However, the consideration of the grievance shall commence at step 3 of the grievance procedure.

3. During the course of negotiations for this Agreement, the parties agreed that the Employer shall promulgate a corrective action policy in regard to attendance. The Employer shall issue such policy to all bargaining unit members. This revised policy will result in a two track corrective action program; one relating to job performance and one relating to attendance. As with any work rule promulgated by the Medical Center, the Union reserves the right to file a timely grievance in regard to the reasonableness of said attendance policy.

Until such policy is issued, corrective action will continue to be applied pursuant to the 5-step system as set forth in the 1991-1994 Collective Bargaining Agreement.



ARTICLE 5  
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 Borgess.

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, 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 and the locations, to establish schedules of operation, to contract services or functions in or out, 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 6  
TRANSFERS AND PROMOTIONAL PROCEDURE

1. a. Notice of all vacancies, as determined by the Medical Center, and newly created positions within the Unit shall be posted on employees bulletin boards within five (5) days, and the employee shall be given three (3) working days in which to make application to fill the vacancy or new position.
  - b. The senior employee making application shall be given first opportunity to be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. In the case of two or more employees possessing necessary qualifications and equal seniority, the tie-breaking methodology described in ARTICLE 11 will be utilized to determine which employee will be awarded the position in question.
  - c. After expiration of the time for making application to fill the vacancy or new position, the five (5) day limit in filling the job vacancy shall be waived.
  - d. Employees may transfer positions through the bidding procedure only once in any three-month period. The changing of shifts within a classification is not considered a vacancy for bidding purposes. After the initial position vacancy has been filled, the Medical Center may fill the remaining vacancy with qualified employees through job transfer requests on file.
  - e. In the event an employee within the bargaining unit does not bid on an open position, a probationary employee may be considered and allowed to bid on said open position prior to hiring an employee from outside the unit.
  - f. In view of the bidding and job filling provisions of this Agreement, the employee filing such bid and having been awarded the position shall have thirty (30) calendar days to decide to continue in the position or request to be returned to their previously held position. The Medical Center shall also have the same thirty (30) calendar day period to evaluate and determine the employee's ability to continue or be returned to their previously held position. Once beyond the 30 calendar day period, the employee must remain in the position for the full three-month period after which they may bid off to a job vacancy via the bidding procedure. Upon satisfactory completion of the specified working period (30 calendar days), seniority in classification shall be as of the date of entry into to the classification.
2. An employee temporarily transferred shall be paid according to the provisions set forth under Article 9.
  3. A seniority list shall be made available on or about July 1, or each year.
  4. The Medical Center will make every reasonable effort to fill positions not filled through the transfer and promotional procedure within thirty (30) days of the vacancy.

5. Borgess will provide copies of current job descriptions to the Union and will, thereafter, provide copies of modifications.

ARTICLE 7  
HOURS AND WORK PERIODS

1. Work week. A normal work week for all employees is defined as being forty (40) hours in a calendar week (11:00 p.m. Saturday to 11:00 p.M. the following Saturday). Work day. A twenty-four (24) hours period commencing at 11:00 p.M. And ending twenty-four (24) later; except as otherwise agreed. Employees working a five (5) day Monday through Friday schedule at the effective date of this Agreement will remain on such a schedule, absent mutual agreement for change, so long as the employee remains in his/her current position. For newly created position, the work week will normally follow that identified in the posting.
2. Working hours and meal periods are scheduled according to the needs of the service within each department. These may be modified for good cause.

A. The basic work day is eight (8) hours.

B. Normal 8-hour work shifts are as follows:

- (1) Plant Boiler Operation - continuous basis  
1st shift - 7:00 a.m. - 3:00 p.m.  
2nd shift - 3:00 p.m. - 11:00 p.m.  
3rd shift - 11:00 p.m. - 7:00 a.m.

(2) Others

1st shift:

7:00a.m. - 3:30p.m.

6:00a.m. - 2:30p.m. (Summer hours 6/1-9/1 Yardcrew only  
Section Leader year round)

6:00a.m. - 2:00p.m. (Incinerator Operator continuous)

2nd shift:

2:30p.m. - 11:00p.m. (12:30p.m. - 9:00p.m. Winter hours  
Yardcrew only)

12:30p.m. - 8:30p.m. (Incinerator Operator/Yardperson  
continuous)

3rd shift:

11:00p.m. - 7:30a.m.

(Ten (10) minutes clean up will be allotted to the end of the shift for the Incinerator Operator and Incinerator Operator/Yardperson.)

3. Employees will be scheduled to work 40 hours within each 7-day period as follows:

Five (5) consecutive work days shall normally be scheduled, followed by two (2) consecutive days off and repeated. This is not intended to alter the past procedure of assignment of personnel. No employee will be required to take time off in lieu of overtime compensation. Days off will be based on a rotation system within the Boiler Operation.

Yardcrew will be scheduled Monday through Friday and will alternate weekend work. New yardperson may be hired to work days and shifts different than the foregoing.

4. Coffee breaks and lunch breaks will be scheduled to accommodate the workload. Boiler operators, incinerator operators and incinerator operator/yardperson are expected to take their breaks in the Boiler Room.
5. The Medical Center will consider individual requests of temporary modifications to the above identified shifts, as long as proper documentation which justifies this request is presented to the supervisor in a reasonable time frame. If any changes are made, the Medical Center will notify the Union of these changes to the work schedule.

ARTICLE 8  
COMPENSATION

Section 1. Compensation effective for period 12/01/94 through 11/25/95

The Medical Center will pay each Local 547-D employee a lump sum cash payment of one thousand three hundred and twenty-five dollars (\$1325.00); regardless of scores received on the employee's most recent PCEP evaluation.

Section 2. Wage Schedule (Effective pay period beginning 11/26/95)

	A	B	C	D	E	F	G	H
Level 1	10.19	10.51	10.83	11.15	11.49	11.83	12.18	12.55
	Position in Level 1: Yardperson							
Level 2	10.77	11.10	11.43	11.78	12.13	12.49	12.87	13.26
	Position in Level 2: Work Leader Yard							
Level 3:	11.70	12.06	12.42	12.79	13.18	13.57	13.98	14.40
	Position in Level 3: Gardener							
Level 4:	12.21	12.59	12.97	13.36	13.75	14.17	14.60	15.03
	Position in Level 4: General Maintenance, General Maintenance Boiler, Incinerator Operator, Incinerator Operator/Utility, Power Plant Operator, Painter							
Level 5:	12.97	13.36	13.76	14.17	14.60	15.04	15.49	15.95
	Positions in Level 5: Paint Work Leaders, Power Plant Work Leaders							
Level 6:	13.90	14.32	14.74	15.19	15.65	16.11	16.60	17.10
	Positions in Level 6: General Maintenance Mechanic, Plumber, General Maintenance Refrigeration, General Maintenance Electrician, Locksmith, Carpenter/Cabinet Maker							
Level 7:	14.27	14.70	15.14	15.59	16.06	16.54	17.04	17.55
	Positions in Level 7: Section Leader							
Level 8:	15.22	15.68	16.15	16.63	17.13	17.64	18.17	18.72
	Positions in Level 8: Licensed Plumber, Licensed Electrician							

Section 3. Wage System effective 11/26/95 through 11/23/96

- A. Effective with the pay period beginning 11/26/95, employees will be placed at the wage next higher to their current wage for the level associated with their job title.
- B. During this initial implementation, the highest increase received will be forty-three cents per hour (43¢/hour). Any employee who would not receive at least this amount, will receive a lump sum cash payment equating to:
- (43¢/hour less actual increase received) x 2080 hours
- C. Thereafter, employees will progress to the next higher step within their level on the pay period beginning date which most closely coincides with

a December 1st effective date.

Section 4. Promotion Increases.

- A. An employee who temporarily transfers to a position which is at a higher level on the wage schedule will be placed at the next higher rate of pay on the wage scale or receive a 3% increase, whichever may be greater.
- B. In the case of a promotion/permanent transfer to a position which is at a higher level on the wage schedule will be placed at the next higher rate of pay on the wage scale or receive a 3% increase, whichever may be greater. Employees will maintain their same wage anniversary date.

Section 5. Moving to Lower Levels of Pay.

- A. In regards to a permanent transfer, an employee who moves into a lower paying position shall be placed in the nearest lower rate of pay relative to the employee's former rate and shall progress up the scale annually thereafter. Employees involuntarily transferred to a lower level will maintain their current rate until their wage anniversary date at which time they will be placed at the rate next higher on the wage schedule for that position.
- B. In the case of any employee who is temporarily transferred into a lower paying position, the employee will maintain their higher rate of pay.
- C. An employee's wage anniversary date would not change if this type of transfer occurred.

Section 6. Uniforms

The above rates include an allotment for purchase of uniforms by employees. Colors and styles of uniforms will be reviewed on an annual basis and will be decided on a majority basis of the Maintenance employees. This decision must be consistent with any Medical Center policy regarding standards/dress codes.

Section 7. Consecutive Pay

- A. For continuous operation of the Boiler Room the Boiler Operators shall be paid consecutive time as outlined in (B) below.
- B. Overtime compensation will be paid at one and one-half times base rate after eight (8) hours worked in any one scheduled work day. Any eight-hour (8 hour) shift worked after the 5th consecutive day of eight (8) hours will be paid at the rate of time and one-half. Any eight-hour (8 hour) shift worked after the sixth consecutive eight-hour (8 hour) day shall be paid at double time until a scheduled day off or at the end of a pay period.
- C. Hours paid for but not worked will break the consecutive day sequence.

Section 8. Overtime

- A. Overtime work must be approved in advance by an authorized supervisor.
- B. Employees asked to work on a Medical Center paid holiday will be paid at the rate of one and one-half times base rate for hours worked, in



addition to holiday pay.

- C. Overtime shall be divided and rotated as equally as possible within the department, provided the affected employees are qualified to perform such work. Not included as overtime, for the purposes of this section, are any hours worked prior to the start of the employee's regularly scheduled shift as assigned work necessary to start a shift or work week, or time worked when called in for emergencies. Employees already scheduled to work, whose turn in the rotation of overtime comes up at the same time shall not be caused to lose that turn of overtime work. The affected employees are to be contacted on scheduled days off other than sick PTO B, vacation PTO A, holiday or personal days PTO AE concerning their turn in the overtime rotation. If the employee is not contacted on scheduled days off as stated, such employee shall not lose his/her turn in the rotation.
- D. For completion of specific projects beyond normal working hours, employees that are already working on such will be given first consideration of such overtime.
- E. Scheduled PTO A time shall be considered hours worked for the purpose of computing overtime. No other time off will be considered for the purpose of computing overtime.

#### Section 9. Shift Differentials

Employees working the following shifts will receive the indicated premium pays in addition to their regular hourly rates:

3-11 weekdays	.75
11-7 weekdays	.75
7-3 weekends	.75
3-11 weekends	1.25
11-7 weekends	1.25

\*SWING POWER PLANT OPERATOR covered by this schedule

#### Section 10. Call-In/Call-Back Pay

Call back compensation shall be paid at one and one-half times the base rate for time spent in the Medical Center until the job is completed or a minimum of fifty dollars (\$50.00) (Monday - Friday) or fifty-five dollars (\$55.00) for Saturday or sixty dollars (\$60.00) for Sunday and holidays. After the second hour employee shall receive the rate at the appropriate contract rate.

When a General Maintenance job is vacant through call-ins and there is no coverage for that classification the employers shall make every reasonable effort to call in a replacement for that job, which shall consist of calling those employees who have signed the Unexpected/Additional Hours List.

#### Section 11. Unexpected/Additional Hours List

List for General Maintenance employees who are interested in working additional hours due to unexpected vacancies for the 3-11 and 11-7 shifts, Monday through Friday and 7-3, 3-11 and 11-7 on weekends.

General Maintenance employees who do not sign the unexpected hours list

will waive their right to unexpected overtime for the period of time covered by the list. The General Maintenance/Boiler Operator position will be entitled to overtime, in the Boiler Operator position, only after exhausting the Boiler Operator list. However, this position will be included in the General Maintenance overtime rotation list. The overtime worked by this position in the Boiler operation will be considered the same as overtime worked in the General Maintenance area for overtime rotation purposes.

After the additional hours list has been exhausted of general maintenance employees then employees possessing the position qualifications, signing the list, shall be rotated based on seniority and the ability to perform the job.

The Medical Center will post an overtime chart on a monthly basis for Maintenance employees.

#### Section 12. Attendance Bonus

- A. Employees will receive one (1) credit for each pay period of perfect attendance.
- B. Employees who accumulate six (6) credits within a quarter will be qualified to receive a Series E U.S. Savings Bond. A full-time employee will be eligible for a one hundred (\$100.00) bond.
- C. To receive a credit for perfect attendance an employee must be engaged in active employment, work all scheduled hours, and report to their work stations at the start of their scheduled shift. Absenteeism unscheduled absences (PTO B or PTO AE), excluding absences covered by Worker's Compensation, tardiness, and failure to badge will disqualify an employee from receipt of a credit within the applicable pay period.
- D. Quarter shall be defined as:

November 27, 1994	-	February 18, 1995
February 19, 1995	-	May 27, 1995
May 28, 1995	-	August 19 1995
August 20, 1995	-	November 25, 1995

Subsequent quarters for 1996, through 1998 will follow the same pay period sequence as described above.

#### Section 13. Premium Pay Savings

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

ARTICLE 9  
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.

There will be two "banks" of P.T.O. for each employee in the program. These banks will be (A) Scheduled PTO and (B) Unscheduled PTO. The (A) bank will be made up of vacation days, national holidays, personal days, floating holidays, birthday and Easter Sunday. Because vacation accrues based on seniority, the hours accrued each pay period and "deposited" in this bank will be computed on employee seniority and employee status (FT, RPT, PT). The "deposit" rates are:

Less than 1 yr.

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 7 yrs.

FT 31 x 8 = 248 - 26 = 9.54  
RPT 18 x 8 = 144 - 26 = 5.54  
PT 15 x 8 = 120 - 26 = 4.61

After 1 yr.

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 9 yrs.

FT 33 x 8 = 264 - 26 = 10.15  
RPT 19 x 8 = 152 - 26 = 5.85  
PT 16 x 8 = 128 - 26 = 4.92

After 2 yrs.

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 14 yrs.

FT 35 x 8 = 280 - 26 = 10.77  
RPT 20 x 8 = 160 - 26 = 6.15  
PT 17 x 8 = 136 - 26 = 5.23

After 3 yrs.

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 19 yrs.

FT 37 x 8 = 296 - 26 = 11.38  
RPT 21 x 8 = 168 - 26 = 6.46  
PT 18 x 8 = 144 - 26 = 5.54

After 4 yrs.

FT 27 x 8 = 216 - 26 = 8.31  
RPT 16 x 8 = 128 - 26 = 4.92  
PT 13 x 8 = 104 - 26 = 4.00

After 24 yrs.

FT 38 x 8 = 304 - 26 = 11.69  
RPT 22 x 8 = 176 - 26 = 6.77  
PT 19 x 8 = 152 - 26 = 5.85

After 5 yrs.

FT 28 x 8 = 224 - 26 = 8.62  
RPT 16 x 8 = 128 - 26 = 4.92  
PT 13 x 8 = 104 - 26 = 4.00

The "deposit" rate will increase on the anniversary of the employee benefit date. If an anniversary date falls in the middle of the pay period the new factor will be in effect for the entire pay period. "Deposits" to the PTO-A

and PTO-B banks will only be made while an employee is in an active status.

A. The following guidelines will be for the use of (A) Scheduled PTO:

1. Employees may accrue in their (A) Scheduled PTO bank no more than 1 x their annual maximum. When this accrual level is reached, no more time will be "deposited" until time is used.
2. (A) Scheduled PTO may only be used when an employee has completed the 60-day probationary period although it accrues from the first day of employment.
3. If an employee goes home on a low census day on a voluntary or involuntary basis including those assigned to the schedule from the expected hours list the employee may use either (A) Scheduled PTO, (B) Unscheduled PTO or elect not to be paid.
4. If an employee leaves early with Supervisory approval they may use (A) Scheduled PTO, (B) Unscheduled PTO, or PTO-A-E. If the employee elects to use PTO-A-E, such usage is limited to twice per calendar year without regard to the actual number of hours.
5. Each employee will have a record of (A) Schedule PTO or (B) Unscheduled PTO on the pay stub. The department supervisor will also be given these balances on a pay period basis. This will mean each employee will be responsible to know their balances and not exceed these balances.
6. At termination, in good standing, employees will be paid out their remaining (A) Scheduled PTO bank according to the following schedule:

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

In good standing means employee has provided their appropriate supervisor/department manager with a minimum of 14 days written notice of their resignation and all keys, ID badges, prescription cards, etc., have been returned before the final day of employment.

7. Errors may be corrected retroactively up to 30 days from the date of the error when brought to the attention of Personnel Services.
8. Full-Time Employee: PTO-A hours will be automatically deducted for all full time employees on the day designated as a national holiday unless the employee works on such a holiday. In this case, the employee will be provided an option to either be paid for the holiday or be accorded on alternate day off with PTO A during the pay period in which the holiday falls. Hours worked on a holiday will be paid at 1-1/2 times an individual's regular hourly rate plus eight (8) hours of PTO-A time. In all cases appropriate notice must be given to the supervisor, at least seven (7) calendar days before the start of the pay period in which the holiday falls.

Regular-Part Time/Part Time Employees: RPT/PT Employees may use

PTO-A days on national holidays.

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

9. PTO time in excess of 80 consecutive hours will need Department Director approval.
10. A. For hourly employees with 10 or more years of continuous service from benefit anniversary date Borgess Medical Center will offer to buy back PTO-A hours. Forty (40) hours must be kept in the bank on reserve, but hours in excess of this 40 hour reserve may be bought back by Borgess Medical Center. Maximum number of hours for buy back is 60. Buy back will be at 75% of the current base wage rate. Buy back will be available only on the benefit anniversary date if requested in writing 30 days in advance. Payment will be made no more than 20 days following the benefit anniversary date.

For Example:	Employee A	Employee B
PTO-A Bank	160	90
Reserve	<u>-40</u>	<u>-40</u>
Available for buy back	120	50
Buy back (Max. 60 hours)	60	50
Base Wage Rate	6.00	6.00
75% of base wage rate	4.50	4.50

Buy back Computation: 60 hrs x 4.50/hr = \$270.00\*  
50 hrs x 4.50/hr = \$225.00\*

\*Subject to taxes and FICA

- B. The following guidelines will be for the use of (B) Unscheduled PTO:
1. Only RPT and FT employees will be eligible for (B) Unscheduled PTO and will accrue each pay period according to the following schedule:  
  
FT 6 days x 8 hours = 48 -: 26 = 1.85 hours per pay period  
RPT 3 days x 8 hours = 24 -: 26 = 0.92 hours per pay period.
  2. All days from the (B) Unscheduled PTO bank will be counted on the employee's absenteeism records unless the employee is leaving early and has received written supervisory approval. In this situation the employee may utilize either PTO (A) or (B) time.
  3. When all (B) Unscheduled PTO hours are used (A) Scheduled PTO hours will be used to cover any additional unsheduled time off.
  4. On November 30 of each year, an employee will sell back



to the Medical Center all hours in excess of 48 hours for FT and 24 hours for RPT from the (B) Unscheduled PTO bank to a maximum of 48 hours for FT and 24 hours for RPT.

5. Employees who are going on a medical LOA and are eligible for a weekly disability income must use all (B) Unscheduled PTO up to a maximum of 48 hours. If there is no (B) bank available, the employee may use (A) Scheduled PTO up to a maximum of 48 hours.
6. The PTO-B bank hours will be paid on termination, in good standing, up to a maximum of 48 hours (24 for RPT employees).

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

From FULL TIME to RPT

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.

From FULL TIME to PT

1. Pay off PTO-A down to 4 pay periods below new maximum.
2. Pay off all PTO-B.

From FULL TIME to CALL

1. Pay off all PTO-A.
2. Pay off all PTO-B.

From RPT to PT

1. Pay off PTO-A down to 4 pay periods below new maximum.
2. Pay off all PTO-B.

From RPT to CALL

1. Pay off all PTO-A.
2. Pay off all PTO-B.

From PT to CALL

1. Pay off all PTO-A.

C. When all PTO-B hours are used, PTO A hours will be used to cover any additional unscheduled time off unless the employee chooses to take these hours as unpaid time off, then they must file with the supervisor the UNPAID TIME OFF REQUEST FORM on the next shift or at the end of the pay period, whichever is sooner. Time will not be deducted for tardiness or early departure if less than one (1) hour.

11. Bereavement Days. Employees shall be granted up to three (3) calendar days off with up to twenty-four (24) hours pay as bereavement leave for death in the employee's immediate family

(spouse, children, parents, brothers, sisters, grand-parents, grand-parents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, or persons standing in loco parentis of the employee or their spouse, grandchildren or great grandchildren. For purpose of this section, the twenty-four (24) hours bereavement pay are for lost scheduled hours. This time may be taken three (3) days prior to the funeral and two (2) days after the funeral. Additional time off without pay may be granted for necessary travel time to distant states for funeral services. If additional time off is needed, pto (a) time may be granted at the Medical Center's discretion. The Medical Center will grant employees pto (a) time to attend funeral of an aunt, uncle. The Medical Center may grant employees pto (a) time to attend funeral of a niece, or nephew. Documentation of the funeral is required in all cases. This benefit is available on date of hire.

## 12. Jury Duty

1. An employee who is called for and reports for jury duty shall be compensated by the Medical Center for time spent in performing jury duty. The compensation to be paid hereunder shall be the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, the employee will be compensated only for time spent performing jury duty. The appropriate supervisor should be notified to make arrangement, if possible, for working the additional hours as soon as the employee is dismissed from jury duty. Provisions of this paragraph are not applicable to volunteers for jury duty, but do apply to those employees subpoenaed as a witness in a case in which the employee is not a party.
2. Employees may use pto (a) time, if available, to cover hours not spent performing jury duty.



ARTICLE 10  
SENIORITY/LAYOFF-RECALL

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:

Leaves of Absence - ARTICLE 12  
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 10  
Insurance - ARTICLE 13

3. Department seniority. Department seniority is defined as the length of continuous employment in the present department. This date applies to:

PTO Scheduling or - ARTICLE 10  
transfers/vacancies - ARTICLE 7  
layoff/recall - ARTICLE 11

If two or more bargaining unit members have identical department seniority dates, the individual with greater Medical Center seniority will be considered the more senior individual.

B. For individuals with identical Medical Center seniority dates the following procedure will be used to determine greater seniority:

1) The individual with the highest last digit in his/her social security number shall be considered more senior.

For example:           employee X - 380-56-7293  
                                  employee Y - 381-92-5627

Employee Y would be considered more senior than employee X. Where the last digit in the employee's social security number is the same, the individual with the higher last two numbers would be considered more senior.

For example:           employee X - 380-56-7293  
                                  employee Y - 381-92-5623

employee X would be considered more senior than employee Y since 93 is higher than 23.

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

D. 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.

## Section 2. Layoff-Recall

1. Employees shall be laid off according to seniority by classification.
2. The laid off employee may bump the least senior individual in a different classification, providing he/she meets the following two criteria:
  - A. He/she must possess a minimum qualifications established by and promulgated by the Medical Center for consideration to commence a thirty (30) day evaluation and probationary period. The Medical Center may return the employee to their prior status at any time during the thirty (30) day period if satisfactory progress is not demonstrated.
  - B. He/she possess greater department seniority than the employee being bumped.
3. During his/her term of office the Steward shall be given first consideration for the purposes of shift preference, layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular status. Only one Steward at a time shall be given the foregoing preferential status. A term of office shall be for a two-year period.
4. Recall shall occur in inverse order of layoff and permanent placement shall be subject to the terms and conditions contained in 2.B. above.
5. After an employee has been laid off for eighteen (18) consecutive months they shall have no recall rights.
6. The Borgess Employment Office shall notify the recalled employee at the last known address by certified mail. Failure to respond within seven (7) calendar days after the recalled employee has received notice shall constitute forfeiture of recall rights. Employees shall be responsible

for change of address and telephone number notification to the Personnel Services Department.

ARTICLE 11  
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 twelve hundred and fifty (1250) 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.

Guide lines

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 twelve (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) A family-medical-leave due to the birth or placement of a child through adoption or foster care must be taken continuously and within 12 months from the date of birth or placement.
  - b) Employees who are regularly scheduled to work and have worked a minimum of twelve hundred and fifty (1250) hours over the applicable 12 month period may take a leave to care for a family member or an employee's own disability may be taken intermittently or on a reduced leave schedule if it is medically necessary to do so. There must be a need for the leave, and it must be that the medical need can be best accommodated through an intermittent or reduced schedule leave. An employee needing this type of leave must attempt to schedule the leave so as not to disrupt the medical center operations.
4. Notice and Certification
  - a) If the employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days after the

date the employee provides notice to the Medical Center of the need for family-medical-leave

If the need for leave is unforeseeable, the employee should notify his/her director of the need for family-medical-leave as soon as reasonable under the circumstances, within one or two working days after learning of the need for leave. Notice by the employee's representative is sufficient if the employee is unable to give notice personally.

- b) An employee applying for an intermittent leave or a reduced leave schedule must notify his/her director and contact the employee health specialist. Providing that the Medical Center determines that the request for intermittent leave or reduced leave schedule cannot be reasonably accommodated on the employee's current shift and unit/department, the employee may be transferred temporarily to an available alternative position that has equivalent pay and benefits, and accommodates recurring periods of leave.
- c) An employee requesting leave to care for a family member or their own disability which involves planned medical treatment must make a reasonable effort to schedule treatment so as not to unduly disrupt the medical center's operations. When notice is given, the Medical Center may require the employee to attempt to reschedule treatment, subject to the ability of the health care provider to do so. The Medical Center and employee shall attempt to work out a mutually agreeable schedule.
- d) Employees will be required, unless Borgess waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work. Employees are expected to give Borgess five (5) days notice of the date they will return to work. Overstaying an approved leave of absence without notification to Borgess, may be grounds for termination.
- e) Borgess will require, unless Borgess waives the requirement, medical provider certification of a serious health condition which is the basis of the request for a family-medical-leave and may require second or third opinions (at Borgess' expense) and a fitness for duty report to return to work. If the first and second medical provider opinions do not agree, the Medical Center and the employee shall mutually agree on a third medical provider who shall provide a final and binding opinion. The medical provider certification must include the first anticipated dated of absence from service to Borgess and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.



- f) Employees requesting a fml in order to care for a seriously ill spouse, son, daughter, or parent are required to complete the appropriate paperwork and return it to the employee health specialist within fifteen (15) calendar days from the date the Medical Center requests the medical provider certification.

## 5. Wages and Benefits

- a) Employees will not accrue PTO while on a family-medical-leave. Employees will have PTO (A) bank for holidays which occur during a family-medical-leave. If an employee's wage anniversary date occurs during a family-medical-leave, the employee will be eligible to receive any appropriate wage increase or longevity bonus.

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

Any time taken under this section which employee is paid PTO (A), (B) or STD will count towards the family-medical-leave twelve (12) week leave period.

- c) Employees will accept other employment while on a family-medical-leave unless prior approval has been granted by the Medical Center.
- d) For up to twelve (12) weeks of a family or medical leave, Borgess will maintain the employee's health coverage under any group health plan. Employees are responsible for any part of the cost of health coverage, the same as required as if not on leave, including changes in cost while on leave. Employees who fail to return from a leave will be obligated to reimburse Borgess for the cost of Borgess paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control. For leaves in excess of twelve (12) weeks, the employee and eligible dependents will be offered to continue applicable benefits according to federal guidelines under COBRA.
- e) Payment of outstanding premiums will occur once an employee returns to work by deducting the cost of one additional premium payment from the employee's paycheck each pay period until the balance is zero. Any other method of payment must be approved by the director of personnel services. Contact the Employee Benefits office for more information.

## 6. Return to Work

Seniority will continue to accrue during a family-medical-leave

(see ARTICLE 8). Upon return from a family leave of twelve (12) weeks or less, employees will be restored to their original position with equivalent pay, benefits and other employment terms. The employee will not lose any offered employment benefit that existed prior to the start of the leave.

7. Leaves-of-absence in addition to family-medical-leave

a) Child Care leaves-of-absence

Employees may receive up to three (3) additional months of leave after the birth of an employee's child or for the adoption of a child under age six (6) up to a total of six (6) months (including the family-medical-leave). The request for additional leave must be submitted in writing at least five (5) days prior to the end of the family-medical-leave.

b) Personal/Emergency leaves-of-absence

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

- 1) All available PTO (A) must be used during the additional leave period.
- 2) During the additional leave period not covered by PTO (A) or PTO (B), it is the responsibility of each employee to pay for the cost of their flexible benefit package until he/she returns to work. Failure to make arrangements will result in the expiration of insurance benefits.
- 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) Employees on this additional leave will be returned to a comparable or next available position for which they are qualified. If no such position exists, the employee will be laid off.

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



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

If a difference of opinion exists between the employee's and the Medical Centers' medical professionals involved, these medical professionals will mutually choose another qualified professional to render a third opinion.
  - d) Additional medical disability leaves shall be for a maximum period of one (1) continuous year, including the family-medical-leave. The leave may be renewed for a specific period provided the employee submits appropriate documentation of the necessity of the extension and if the extension is requested at least fourteen (14) days prior to the expiration of the initial leave.
- 2) Employees on an authorized leave of absence will continue to accrue seniority during such leaves except as outlined under ARTICLE 11.
- 3) The employee shall be placed in the position held prior to the additional medical leave provided they return within six (6) months from the date the original leave of absence begins. After six (6) months, the employee may be returned consistent with provisions of ARTICLE 8.
- 4) The employee will give the Medical Center five (5) days notice of the date they will return to work. Employees who return from a leave-of-absence after the posting of regular hours will not necessarily be returned to their position, but will be scheduled according to department needs. Overstaying an approved leave-of-absence, without notification to the Medical Center, will be grounds for termination.
- 5) Employees must pay for the full cost of their flexible benefit package once benefits under family-medical-leave 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.
- 8) This type of leave shall count as one occurrence in the Medical Center's attendance program.

#### B. Military Leave

The Medical Center agrees to abide by the provisions of the selective service act with respect to leave-of-absence, duty to military service including national guard duty.

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

Leaves-of-absence without pay will be granted to employees who are active in the national guard or a branch of the armed forces reserve for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves-of-absence immediately upon receiving their orders to report for such duty.

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

#### Section 2. Union Leave

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

ARTICLE 12  
INSURANCE

1. A flexible benefit plan is provided by the Medical Center to each eligible and properly enrolled employee. This coverage is to include coverage for eligible dependents.
  - A. The available core level plan for eligible employees is as follows:
    1. Borgess Touch Medical Program (including Wellness program)
    2. Prescription Drug Program (exclusive to BMC Pharmacy)
    3. Basic Dental Program
    4. Basic Life and AD&D
    5. Short Term Disability
    6. Paid Time Off
    7. Employee Assistance
    8. Educational Reimbursement
    9. Adoption Assistance
    10. Cafeteria Discount
    11. Free Parking
  - B. Employees are eligible for the Medical Center's flexible benefit program beginning on the first of the month following completion of the first three (3) months of employment.
  - C. Enrollment in the flexible benefit program will be on an annual basis. Upon the effective date of this Agreement the Medical Center will have sixty (60) days to enroll employees. The new benefit plan year will be effective 04/01/95, through 12/31/95; subsequent flexible benefit enrollment periods will be effective January 1. Employees will be allowed to design their flexible benefit plan from available options as outlined in the plan design. Before any benefit costs are passed along to the employee, the Medical Center agrees to sit down and discuss these costs with Local 547.
  - D. The Medical Center may change insurance carriers, so long as, benefits remain substantially equivalent.
2. Wellness Program - Eligible employees and eligible dependents may receive the following preventative types of services per the schedule as described in the flexible benefits plan design:

a. Well Physical Exam	m. Blood Pressure Exam
b. Eye Exam	n. EKG
c. Hearing Screen	o. Hepatitis B. Vaccine
d. Pap Smear	p. Hepatitis Screen
e. Osteoporosis Test	q. Pregnancy Screen
f. Mammogram	r. Throat Culture
g. Drugs-Estrogen Replacement	s. Tuberculin Test
h. Hypertension Screening	t. Chest X-ray
i. Preventative Dental	u. Urinalysis
j. Well Baby Care	v. Blood Screening
k. Immunizations	w. Outpatient Diabetes Education
l. HIV Test	

All services must be rendered at Borgess Medical Center where appropriate for each eligible employee and eligible dependents.

3. Life Insurance and Accidental Death and Dismemberment will be available through the BMC flexible benefit program.
4. A short term and long term disability income plan will be available through the BMC flexible benefit program.
  - a. An enhanced short term disability plan will be available through the BMC flexible benefit program.
5. A dental plan will be available through the BMC flexible benefit program.
6. An optical plan will be available through the BMC flexible benefit program.
7. Employees may purchase continued insurance coverage according to federal guidelines.
8. The parties agree that if at any time during the term of this agreement, or national health insurance policy is statutorily mandated which changes the coverage requirements called for in this agreement, or which creates costs not anticipated by this collective bargaining agreement, that the parties will reopen the agreement for the purposes of adjusting their language to comply with the statutory mandate as well as to adjust, through the negotiating process, the economic impact of any adjustment required.

ARTICLE 13  
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, 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 she/he qualified for and receives Medicare.  
  
Additionally, the retiree is not eligible to receive the reimbursement if she/he obtains such coverage from an alternate source.
  - c. To obtain reimbursement, the retiree must submit to the Personnel department an invoice or other proof of purchase of the Medicare supplemental or "Medi-Gap" policy.
  - d. Employees retiring from the Medical Center prior to 10/01/93, will be eligible to receive supplemental medicare benefits in accordance with the Medical Center's

existing policy.

- e. With respect to pre-october 1, 1993 retirees, the selection of the insurance carrier, as well as whether the benefits provided shall be self-funded and/or administered, shall rest solely with the Medical Center. The insurance carrier or from or administration may be changed at any time, so long as the benefits remain substantially equivalent.



ARTICLE 14  
GRIEVANCE PROCEDURE

1. Any employee having a grievance shall proceed as provided herein. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement. It may be filed only by an employee or group of employees in the bargaining unit. If filed, the Steward shall have the right to be present at Step 1-3 and all steps thereafter of the grievance procedure. Grievances are limited to matters of interpretation or application of the contract and do not apply to claims arising under the employee's group insurance plan of the Medical Center.
2. No grievance shall be filed or processed based on facts or events which have occurred prior to seven (7) calendar days before the grievance is filed; provided, however, that no day shall be counted when it is impossible to file a grievance by reason of the unavailability of the management representative who is to receive the grievance. Any grievance upon which a disposition is not made by the Medical Center within the time limits prescribed, or any extensions which may have been agreed to may be referred to the next step in the grievance procedure, the time limit to run from the date the time for disposition expires. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.
3. Grievances involving discharge or discipline shall commence at Step III of the procedure as set forth below instead of Step I as for all other grievances. Thereafter the procedure followed will be identical.
4. Grievances other than those involving discharge or discipline shall be handled in the following manner, each successive step to be followed unless the grievance was settled or withdrawn at the preceding step, and if a written grievance is settled at any step, its disposition shall be signed by the employer and the employee or his Union representative.

Steps in the Grievance Procedure:

Step 1: The aggrieved employee shall, within seven (7) calendar days of the occurrence of the event forming the basis for the grievance, or within seven (7) calendar days after the grievant(s) obtained actual knowledge or could reasonably have obtained such knowledge of said event, discuss the matter and submit the grievance in writing to the immediate supervisor, as herein defined, either individually or with steward representation, attempting to resolve the matter informally. The immediate supervisor will respond in writing within seven (7) calendar days of the first step meeting with copies to the Union, the Grievant, and Personnel Services.

Step 2: If the grievance is not resolved by the immediate supervisor, it will be submitted in writing to the appropriate Department Manager/Director within seven (7) calendar days. The grievant(s) and the Union Representative shall meet with the Department Manager/Director. The Director of Personnel Services may be present at Step 2 for purposes of fact finding and recommendations. The Medical Center shall render an answer in writing (with copies) to the grievant and the Union within seven (7) calendar days after such conference.



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

- a. The parties shall attempt to agree upon an arbitrator.
  - b. Failing agreement within ten (10) calendar days of receipt of the notice of intent to arbitrate, one of the parties may submit the matter to the American Arbitration Association or Federal Mediation Conciliation Service requesting selection of an arbitrator in accordance with its voluntary labor arbitrator rules which are hereby incorporated by reference.
  - c. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to alter or modify the terms of the contract. With respect to arbitration involving discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause, and may review the penalty imposed and if it is determined to be inappropriate and/or unduly severed, the arbitrator may modify it accordingly. The arbitrator shall have the authority in cases concerning discharge or discipline, if they shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received. The arbitrator shall not grant an award in favor of any employees other than the grievant. No award of an arbitrator shall affect any employees of Borgess other than the grievant or grievants. The arbitrator shall have no power to hear or decide issues other than those expressly disclosed in the original grievance. It is expressly understood that the arbitrator shall have no right to substitute his/her judgment regarding an issue which is a Medical Center management right as defined in article vii in this collective bargaining agreement. Any award of the arbitrator shall be retroactive to no more than thirty (30) calendar days from the date the grievance was first submitted in writing. The decision within the scope of the arbitrator's authority shall be final and binding on both parties.
  - d. The arbitrator's fee, travel expenses, filing fee and cost of any room or facilities shall be borne by the losing party, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them. If the award is not clearly in favor of one party or the other, then the above arbitrator's fees and expenses shall be shared equally by the parties. The arbitrator shall state the party in whose favor the ruling has been made.
7. Without mutual agreement between Borgess and the union, no more than one (1) grievance may be submitted to arbitration at any one time.
  8. "Days" and "work days", as used in this article, shall be calendar days, exclusive of legal holidays defined in article 8.

9. Exclusive remedy. It is mutually agreed that patient care is the first obligation and concern to be provided and considered by Borgess, the employees and the union, and it is further understood and agreed that the grievance and arbitration procedures set forth in this article provide the sole remedy for settlement of grievances and disputes. With this premise fully understood by all parties, the union, its officers, agents, representatives and all members shall not directly or indirectly authorize, cause, assist, encourage, ratify or condone any strike (including safety, sympathy and unfair labor practice strikes), sit-down, cessation or stoppage of work or other interruption of work or services of any of the borgess' operations. Borgess will not lock out employees during the term of this agreement.
10. When any of the steps in the grievance procedure occur during the working hours of the aggrieved party and/or members of the Grievance Committee, and their presence at these steps is reasonably required, such employees will be allowed time away from work (without loss of pay at his/her straight-time hourly rate) providing the supervisor has approved.
11. Should the Union desire to contest the dismissal of any employee notice now shall be given to the Medical Center within seven (7) calendar days of date of dismissal and the issue shall thereafter be submitted and determined under the Grievance Procedure set forth in this Agreement commencing at Step 3 of the Grievance Procedure.

ARTICLE 15  
NEW POSITIONS

The Medical Center shall have the right to establish, evaluate, change or delete positions within the scope of this collective bargaining agreement providing such action on the part of the Medical Center shall not be directed towards reducing the rate of a job into which no substantial change in the job itself has occurred. The Medical Center shall develop and establish such new or revised position descriptions, including rates of pay, and place them in effect. The Medical Center 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.

Should a governmental unit having jurisdiction over the Medical Center require licensure for a specific position, the Medical Center will meet to negotiate the rate and placement of above. This meeting will occur within thirty (30) days after the effective date of such requirement.

ARTICLE 16  
JURISDICTION

Employees of the Medical Center not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instruction, training, experimentation, or if in the opinion of the Medical Center an emergency exists.

ARTICLE 17  
CONTRACTUAL WORK

The right of contracting and sub-contracting is vested in the Medical Center. The right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it in and of itself, result in the reduction of the present work force.

The Medical Center agrees to discuss with the Union the subcontracting of bargaining unit work prior to its implementation.

ARTICLE 18  
POLICY IMPROVEMENTS

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



ARTICLE 19  
TERMINATION OF EMPLOYMENT

1. To qualify for payment of any unused benefits, an employee must provide their appropriate supervisor with a minimum of 14 days written notice.
2. All keys, badges, tools, prescription cards, etc. must be returned before the final day of employment.
3. Adherence to both of the above constitutes termination in good standing.
4. Employees who are discharged and who adhere to number 2. above will qualify for the payment of unused benefit time. (Tools shall be defined as personal issue hand and power devices of a non-expendable nature.)
5. The last day worked will be the effective date of termination.
6. At termination in good standing, employees will be paid their remaining benefit time according to the following schedule:
  - A. Under 6 months service from benefit date 0%
  - B. 6 to 12 months service from benefit date 60%
  - C. 1 to 2 years service from benefit date 70%
  - D. 2 to 3 years service from benefit date 80%
  - E. Over 3 years service from benefit date 100%

ARTICLE 20  
GENERAL

Section 1. Safety

Borgess is committed to a safe work place, as well as safety for its patients, visitors and invitees. In that respect, Borgess shall make reasonable provisions for safety and health of all of its employees, patients, visitors and others. The union and its members commit to strictly abiding to safety rules and standards, as well as Borgess directives with respect to safety, and agree that it is their responsibility as well to support and ensure safe and health practices throughout Borgess operation.

Section 2. Employee information

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

Section 3. 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. To the extent that there is any significant change in classification (content) or displacement of bargaining unit members, the Medical Center agrees to discuss the effects of any such changes with the union in advance, where possible.


ARTICLE 21  
TERM OF AGREEMENT

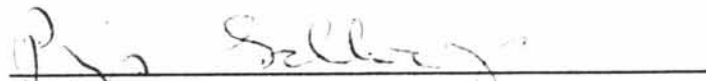
This agreement shall remain in full force and effect from December 1, 1994, to December 1, 1998, at 11:59 p.m. At least ninety (90) days prior to December 1, 1996, the parties agree to an "economic reopener" to negotiate economic provisions of the collective bargaining agreement for the time period December 1, 1996, through November 30, 1998. Negotiations between parties preliminary to the execution of a new collective bargaining agreement shall commence not more than one hundred twenty (120) days nor less than ninety (90) days prior to the date of termination of this agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal the date first above written.


BORGESS MEDICAL CENTER

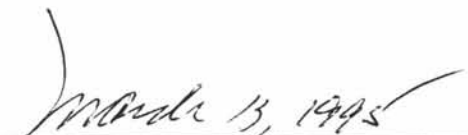
THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 547 A, B, C, and H  
of the AFL - CIO.


  
Executive Vice President  
Hospital Group

  
Business Manager

  
Vice President,  
Human Resources

  
President

  
Date:

  
Recording Corresponding Secretary