

11/1/95

AGREEMENT
between
BORGESS MEDICAL CENTER
and
HOSPITAL EMPLOYEES DIVISION
of Local #79
SERVICE EMPLOYEES INTERNATIONAL
UNION AFL-CIO

March 8, 1994 - November 1, 1995

Borgess Medical Center

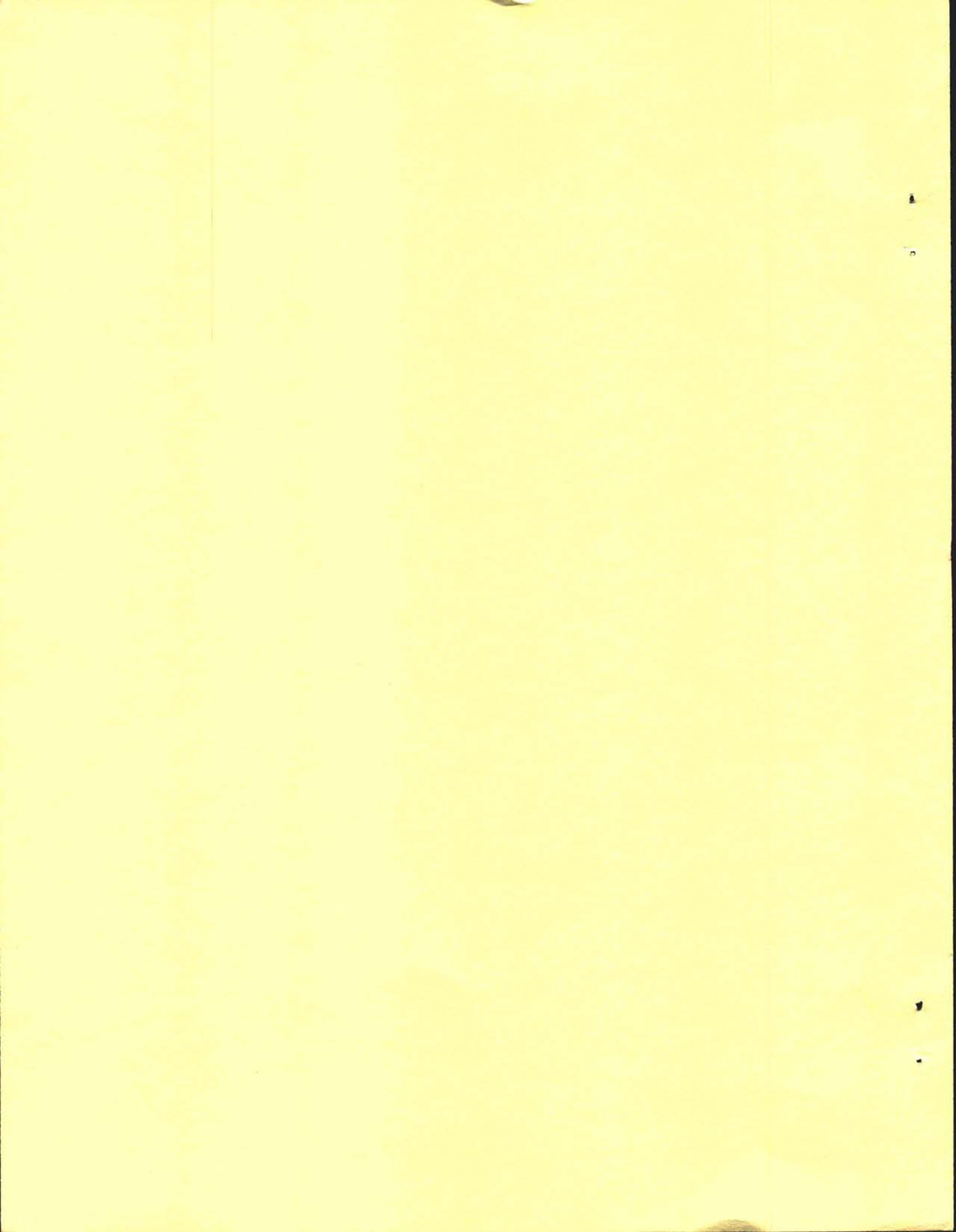


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AGREEMENT

This AGREEMENT executed this 8th day of March, by and between Borgess Medical Center, a Michigan non-profit corporation, (herein termed "Borgess") and the Hospital Employees' Division of Local #79, Service Employees' International Union, AFL-CIO, (herein termed "Union"),

Witness:

For and in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

INTENT AND PURPOSE

The Union, its members and Borgess recognize the importance of providing quality care in an efficient manner. It is the intent of the parties that this agreement promote and improve the care and comfort of the patients of Borgess and encourages employees to perform their duties competently and productively. The Union agrees to cooperate with Borgess in legitimate and reasonable efforts to maintain and improve the skill, ability, efficiency and productivity of the working force. This Agreement is to be executed with the acknowledgement that harmonious relations will be achieved by a mutual understanding with respect to wages, hours, and conditions of employment.

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ARTICLE I

RECOGNITION

Section 1.

Borgess Medical Center, 1521 Gull Road, Kalamazoo, MI., recognizes the Union as the sole and exclusive collective bargaining agent with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment for the following employees of Borgess Medical Center, 1521 Gull Road, Kalamazoo, MI: all full-time, regular part-time, and part-time Licensed Practical Nurses, Unit Aides, Monitor Clerks, Health Unit Coordinators, Certified Health Unit Coordinators, Emergency Medical Technicians, Mental Health Technicians, Hemodialysis Technicians, Hemodialysis Aides, Certified and Non-certified Orthopedic Technicians, Surgical and Respiratory Technicians, Central Transport Escort and Dispatchers, Reprocessing Aides and Technicians, House Orderly, Surgery Orderly, Surgery Aide, Anesthesia Technician, Central Transport Messenger, Reprocessing Equipment Aide, Cardiology Care Assistant, Lead GI Technician, and Rehabilitation/Unit Aide. Excluding all members of the order of the Sisters of St. Joseph, Nazareth, Michigan, PRN employees, nursing students, supervisors, and all others.

The foregoing shall be construed to define the unit for which the Union is the collective bargaining representative.

Section 2. Employee Definitions

- (a) A full-time employee is an employee who is regularly scheduled to work at least forty (40) hours per week.
- (b) A regular part-time employee is an employee who is regularly scheduled to work at least twenty-four (24) hours but less than forty (40) hours per week.
- (c) A part-time employee is an employee who is regularly scheduled to work not less than sixteen (16) hours per week.
- (d) For purposes of this Agreement, a PRN employee is defined as an employee who is not a member of the bargaining unit. A PRN employee is an employee who is not regularly scheduled to work and may only perform bargaining unit work when no qualified bargaining unit employees indicate a desire to perform such work by signing the appropriate "unexpected and/or expected" additional hours lists as defined in Article VII.

Section 3. Supervisor Definition

Supervisor as defined by law to include but not limited to Supervisor, Manager, Assistant Manager, Director, Assistant Director.

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ARTICLE II

UNION MEMBERSHIP AND SECURITY

Section 1. Union Security

As a condition of continued employment, to the extent allowed by law, all employees employed by Borgess in the unit which is the subject of the Agreement shall become and remain members of the Union, to the extent of tendering dues and initiation fees uniformly required of members, not later than thirty (30) days following the execution date of this Agreement or the completion of their probation period, whichever is later. Further, any failure of any Union employee to maintain Union membership in good standing by tendering to the Union the initiation fees and periodic dues that are the obligations of members, or maintain the religious objection requirements in Section 1 (a) as required, shall upon written notice to Borgess to this effect, obligate Borgess to discharge said employee.

- (a) Any employee who has a religious objection to the support of a labor organization, as interpreted by federal law, may direct that dues or service fees called for in this Article be contributed to an IRS qualified, non-religious charitable organization, approved by Borgess and the Union.

Proof of payment shall be the responsibility of the employee and must be given to Borgess, who will send it to the Union every three (3) months.

Section 2. Check-off.

Borgess will deduct from the first pay period of each month the Union dues, initiation fees and other assessments of each employee covered by this Agreement for whom Borgess has signed authorizations.

- (a) The Union will furnish Borgess with a check-off list, in duplicate, each month, indicating thereon the amount due for each employee. Borgess shall add to the check-off lists furnished by the Union the names, addresses, social security numbers and dates of hire of any employees whose names do not appear on the check-off lists furnished by the Union. One (1) copy of the check-off lists furnished by the Union shall be returned with the stipulated amount and the additional amounts due for the added employees to the Union prior to the end of the month in which the deductions are made. Initiation fees will be deducted over the first three (3) months.

- (b) Borgess shall be responsible for notifying all new bargaining unit employees of the existence of this Agreement and the provisions set forth in Article II pertaining to Union Security. Borgess shall furnish these new employees the appropriate forms for their signature. Borgess shall deliver the executed check-off forms to the Chairperson with the date of completion of the probationary period stated thereon.

1 (c) Names, addresses and salary rates of employees employed to fill
2 positions covered by this Agreement shall be made available on a
3 monthly basis to the Local #79 by the Medical Center. Names of
4 employees promoted to permanent positions, excluded from the
5 bargaining unit, transferred to new positions, terminated from a
6 position, shall also be made available to Local #79 so that they are
7 not included in the collective bargaining activities of Local #79.

8 **Section 3 Indemnification.**

9 In the event the employer acting under the request of the Union,
10 discharges or attempts to discharge an employee at the Union's request,
11 the Union shall indemnify and defend the Employer against any and all
12 claims, demands, suits, expenses, or other forms of liability of
13 whatsoever kind or nature that shall arise out of action taken by the
14 Employer for the purpose of complying with the provisions of this
15 Agreement. The Union shall indemnify the Employer and hold harmless
16 against any loss or claims for damages resulting from the payment to the
17 Union of any sums deducted under this Article and, in the event any action
18 or claim is commenced against the Employer to recover from it any sums
19 deducted under this Article, the Union shall intervene and defend such
20 action or claim.

1 ARTICLE III

2 OBLIGATIONS

3 **Section 1.**

4 No Union activity, aside from those specifically authorized in this
5 Agreement, shall be allowed to interfere with or interrupt the day to day
-6 operations of Borgess, or the patient care rendered by Borgess.

7 **Section 2.**

- 8 1. Bargaining committee members will be paid their straight time hourly base
9 rate for time lost from their regular schedule for the purpose of
10 collective bargaining.
- 11 2. Employees serving on the Unions bargaining committee shall receive pay for
12 lost scheduled hours with respect to contract administration.

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ARTICLE IV

NOTICE TO UNION

Section 1. New Positions

Borgess shall have the right to establish, evaluate, change or delete positions, providing such action on the part of Borgess shall not be directed towards reducing the rate of a position when there is no substantial change in the position itself. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in the existing position description, specification and classification, Borgess shall develop and establish such new or revised position descriptions, specifications and classifications, and rates of pay. The Medical Center will notify the Union of any changes including a copy of the position description, as listed above for positions which fall within the scope of this Collective Bargaining Agreement (Service/Maintenance or Technical positions). Borgess and the Union will then, within thirty (30) calendar days after such new or changed position is established, meet to negotiate the pay rate and classification prior to implementation.

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ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. No grievance shall be filed or processed based on facts or events which have occurred prior to five (5) working days after an employee shall be reasonably expected to discover such facts or events. No grievance shall be processed unless signed by the employee and dated. Written answers shall be given at each step of the grievance procedure by appropriate Borgess personnel within five (5) working days with copies to the grievant and appropriate steward.

Acceptance or appeals by the Union of written Employer answers must be submitted within five (5) working days of the Employer's decision. The grievance itself and all written responses, with the exception of Step III responses, must be delivered in person by the appropriate parties or designee(s) directly, not by interoffice mail or other means. In the event that the immediate supervisor/steward is not available, the timelines for submission of the grievance may be extended by the next immediate supervisor/bargaining unit representative. Failure to comply with the above procedures by the Medical Center will result in automatic appeal to the next step in the grievance procedure. Failure to comply with the above procedure by Local 79 will result in withdrawal of the grievance with prejudice but without precedent.

The time limits at any step of the grievance procedure may be extended by mutual consent in writing of the Medical Center and the Bargaining Unit. Employees having a grievance shall apply the following procedure.

Section 2. - Steps in the grievance procedure:

Step 1 Any employee having a grievance, or designated as a member of a group having a grievance, shall first notify their immediate supervisor that they wish to meet to discuss the grievance. The employee may be represented by a Steward. A meeting shall be scheduled between the immediate supervisor, the steward and/or the employee as soon as reasonably possible with proper concern for patient care and efficiency. When a Steward is requested, no further discussion of the grievance will occur until the Steward is present. Any resolution to the grievance at this step shall be given in writing to the grievant and steward.

Step 2 If the grievance is not resolved by the immediate Supervisor, the employee who may be assisted by the appropriate steward will submit it in writing to the appropriate Manager/Director/Coordinator. The Director of Personnel Services may be present at Step 2 for purposes of fact finding and recommendations. Borgess shall render an answer in writing within five (5) days after such conference with copies to the grievant and the appropriate steward.

1 Step 3

2 If the grievance is not adjusted, the grievant who may be assisted
3 by the employee's Steward/Chief Steward and/or a Union Business
4 Representative, may thereafter take the grievance to the appropriate
5 Vice President or their designee. The Director of Personnel
6 Services will be requested to complete a fact finding investigation
7 and forward findings and recommendations to the appropriate Vice
8 President or their designee. A written decision on the grievance
9 shall be rendered within five (5) working days after such conference
10 with copies to the grievant, Chief Steward, and Union Business
11 Representative. These time limits may be adjusted by mutual written
12 agreement. Any grievance not appealed by the Union from a decision
13 at one step of the procedure to the next step within five (5)
14 working days of such decision shall be considered settled on the
15 basis of the last Medical Center decision. If the Medical Center
16 does not answer, or decide within the specified time limits, the
17 grievance shall automatically proceed to the next step of the
 grievance procedure.

18 Step 4

 Arbitration.

19 In the event of failure to adjust the grievance at this point, the
20 Union may, within thirty (30) calendar days of the final decision,
21 appeal to an impartial Arbitrator. Notice of appeal of such cases
22 to the Arbitrator by the Union shall be given in writing to Borgess.

23 (a) The parties shall attempt to agree upon an Arbitrator.

24 (b) If the parties fail to agree upon an Arbitrator within fourteen (14)
25 calendar days from the date of receipt of the request for
26 arbitration, the party requesting arbitration shall, within seven
27 (7) calendar days, submit the matter to the American Arbitration
28 Association asking for selection of an Arbitrator in accordance with
29 its current Voluntary Labor Arbitration Rules.

30 (c) The Arbitrator shall have the authority and jurisdiction to
31 determine the propriety of the interpretation and/or application
32 of the Collective Bargaining Agreement respecting the grievance in
33 question, but the Arbitrator shall not have the power to alter or
34 modify the terms of the contract. With respect to arbitration
35 involving discipline or discharge of employees, the Arbitrator shall
36 determine if the discharge or discipline was for just cause, and may
37 review the penalty imposed and if it is determined to be
38 inappropriate and/or unduly severe, the Arbitrator may modify it
39 accordingly. The Arbitrator shall have the authority in cases
40 concerning discharge or discipline, if they shall so determine, to
41 order the payment of back wages and compensation for an employee
42 which the employee would otherwise have received. The Arbitrator
43 shall not grant an award in favor of any employees other than the
44 grievant. No award of an Arbitrator shall affect any employees of
45 the Medical Center other than the grievant or grievants. The
46 arbitrator shall have no power to decide issues other than those
47 expressly disclosed in the original grievance. It is expressly
48 understood that the Arbitrator shall have no right to substitute
49 his/her judgement regarding an issue which is a Medical Center
50 Management Right as defined in Article XVIII in this collective
51 bargaining agreement. Any award of the Arbitrator shall be
52 retroactive to no more than thirty (30) calendar days from the date
53 the grievance was first submitted in writing. Any case appealed to

1 the Arbitrator on which they have no power to rule shall be referred
2 back to the parties without a decision on the merits of the
3 grievance. The decision of the Arbitrator shall be final and binding
4 on both parties.

- 5 (d) The Arbitrator's fee, travel expenses, filing fee and cost of any
6 room or facilities shall be borne by the losing party, but the fees
7 and wages of representatives, counsel, witnesses or other persons
8 attending the hearing shall be borne by the party incurring them.
9 If the award is not clearly in favor of one party or the other, then
10 the above Arbitrator's fees and expenses shall be shared equally by
11 the parties. The Arbitrator shall state the party in whose favor
12 the ruling has been made.

13 **Section 3.**

14 Matters involving the processing of grievances including conferences
15 between the employee and the Steward will take place at the earliest
16 practical time, with supervisory approval, and without loss pay.

17 **Section 4.**

18 Without mutual agreement between Borgess and the Union, grievances must be
19 submitted to arbitration separately.

20 **Section 5. Work Days**

21 "Work days" as used in this Article shall be consecutive days, exclusive
22 of Saturday, Sunday and legal Holidays defined in Article XIII. "Calendar
23 days" as used in this Article shall be consecutive days including
24 Saturday, Sunday, and legal Holidays.

25 **Section 6. Exclusive Remedy.**

26 It is mutually agreed that patient care is the first obligation and
27 concern to be provided and considered by Borgess, the employees and the
28 Union, and it is further understood and agreed that the grievance and
29 arbitration procedures set forth in Article V provide the sole remedy for
30 settlement of grievances and disputes. With this premise fully understood
31 by all parties, the Union, its officers, agents, representatives and all
32 members shall not directly or indirectly authorize, cause, assist,
33 encourage, ratify or condone any strike (including safety, sympathy and
34 unfair labor practice strikes), sit-down, cessation or stoppage of work or
35 other interruption of work or services of any of Borgess' operations.
36 Borgess will not lock out employees during the term of this Agreement.

1 ARTICLE VI

2 HOURS OF WORK

3 **Section 1. A. Work Week**

4 A normal work week for a full-time employee is defined as being forty (40) hours
5 in a calendar week (11:01 p.m. Saturday to 11:00 p.m. Saturday).

6 **Section 1. B. Work Day**

7 The work day (including paid and unpaid break periods) normally consists of 8-1/2
8 consecutive hours, unless the employee's work day by prior arrangement is other
9 than 8-1/2 consecutive hours (example: 10-1/2 consecutive hours or 12-1/2
10 consecutive hours).

11 **Section 1. C. Scheduled Day Off**

12 If twenty-four (24) hours or more lapse between the end of the shift and return
13 to work, this lapse of twenty-four (24) hours or more shall be defined as a
14 scheduled day off.

15 **Section 1. D. Work Schedules**

16 Work schedules will be posted one (1) week for shift and days worked in advance
17 of the effective date. Any changes in the posted schedule must be agreed upon
18 by the affected employee or employees with the notification to the supervisor
19 and/or appropriate scheduler except in cases of emergency.

20 **Section 1. E. Work Load**

21 Employees shall be required to maintain a reasonable work load except in the case
22 of emergency.

23 **Section 1. F. Rest Period**

24 Borgess shall grant two (2) fifteen (15) minute rest periods, once in the first
25 half of the shift and once in the second half of the shift in appropriate areas.

26 **Section 1. G. Lunch Periods**

27 It is understood the employees may use this one-half (1/2) hour unpaid lunch
28 period for any purpose they desire which does not conflict with work rules. They
29 may leave the premises if they punch in and out. If an employee is required to
30 work during their scheduled lunch period, additional lunch time will be given the
31 employee as scheduling permits. If no other time becomes available, the employee
32 will be paid for that portion of the lunch period that is worked if approved by
33 appropriate supervisor. If an employee is required to work their lunch period,
34 they will be permitted to take their lunch period in conjunction with the second
35 15 minute rest period with supervisory approval.

36 **Section 1. H. Notification**

37 Bargaining unit employees shall notify Borgess of their inability to report to
38 work no later than two (2) hours prior to the start of their shift.

1 **Section 2. Part-Time**

2 In scheduling part-time employees, an effort will be made to schedule them for
3 a minimum of sixteen (16) hours per week, it being understood that this does not
4 apply to an employee called in for replacement of another employee, or to an
5 employee called in to work when fewer than sixteen (16) available hours remain
6 in a week. Borgess also agrees they will not establish more part-time (Regular
7 part-time and part-time combined) jobs than full-time positions, within the
8 bargaining unit without prior discussion with the Union. Borgess will allow
9 qualified part-time employees to become full-time employees as openings exist
10 through the position posting procedure. It is not the Medical Center's intent
11 to affect the full time/part time ratio for the sole purpose of reducing benefit
12 eligible positions.

13 **NOTE:**

14 **THE SECTION DEALING WITH LACK OF WORK HAS BEEN MOVED TO ARTICLE IX**

15 **Section 3. Rotation of Shifts**

16 If it becomes necessary to rotate an employee's shift a reasonable attempt will
17 be made to seek volunteers. If no employee will agree to the rotation, Borgess
18 may then assign the least senior qualified employee within the Unit to the shift
19 rotation. Weeks of rotation to be as follows: Twenty-six (26) weeks in CCU or
20 CSU, twenty-one (21) weeks in OR and the remaining Critical Care Units, and
21 twelve (12) weeks for general Units/Departments.

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ARTICLE VII

OVERTIME

Section 1. Overtime

Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any work week. Except for employees who are assigned to work shifts of more than eight (8) hours in duration, any employee working more than eight (8) hours during a 24 consecutive hour period commencing with the beginning of the employee's scheduled shift (paid at straight time) will receive overtime for the hours worked in excess of eight (8) hours.

(a) For the purposes of computing overtime under this Agreement; PTO (B), PTO (AE), PTO (A) except designated legal holidays shall not be considered as hours worked.

(b) Time paid for but not worked for designated legal holidays, bereavement leave and jury duty will be considered as hours worked for purposes of computing overtime.

Section 2. Double Overtime

The payment of overtime for any hour excludes that hour from consideration of overtime on any other basis, thus eliminating double overtime.

Section 3. Compensatory Time Off

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

Section 4. Call In

Employees called in to work an eight (8) hour shift on their day off shall receive eight (8) hours of pay for reporting within one (1) hour of call-in provided they work a minimum of six (6) hours of the scheduled shift.

Employees called in to work a ten (10) hour shift on their day off shall receive ten (10) hours of pay for reporting within one (1) hour of call-in provided they work a minimum of eight (8) hours of the scheduled shift.

Employees called in to work a twelve (12) hour shift on their day off shall receive twelve (12) hours of pay for reporting within one (1) hour of call-in provided they work a minimum of ten (10) hours of the scheduled shift.

Employees called in, but working less than six (6) hours, shall be paid for hours actually worked or four (4) hours which ever may be greater.

1 **Section 5. Additional Hours**

2 Borgess will determine when additional hours are necessary. Those employees
3 desiring to work additional hours shall sign the "expected" and/or "unexpected"
4 additional hours listing posted in their specific Unit/Department or Clinical
5 Area.

6 Guidelines for the "Additional Hours" List:

7 "Expected Additional Hours List" - This list, for hours which Borgess determines
8 are necessary to fill, include unfilled or open positions, leaves of absence, or
9 PTO A time. This list will be posted with the schedule in the Unit/Department,
10 or Clinical area and removed when the schedule begins or goes into effect. Any
11 Additional Hours not filled per the listed guidelines below will be made
12 available to any qualified employee.

13 "Unexpected Additional Hours List" - List for employees interested in working
14 additional hours. This list will be posted at the same time as the schedule in
15 the Patient Care Unit, Department or Clinical area and removed when the schedule
16 begins or goes into effect. Employees may sign this list once it is removed from
17 the unit. The employees signing such a list will be notified when additional
18 hours exist. Any additional hours not filled per the listed guidelines below
19 will be made available to any qualified employee.

20 Guidelines for Additional Hours Lists:

- 21 1. Additional hours will first be offered to (PT/RPT) employees who have
22 signed the expected and/or unexpected hours list, up to forty (40) hours
23 a week, by seniority (high to low) to the employee who would be least
24 affected by overtime.
- 25 2. In the event the additional hours would result in more than forty (40)
26 hours a week, the hours will first be offered to employees who have signed
27 the expected and/or unexpected hours list, by seniority (high to low) to
28 the employee who would be least affected by overtime, to a maximum of
29 sixteen (16) hours per day.-
- 30 3. Each unit list may only be signed by that units bargaining members.
- 31 4. House Orderlies may sign the House Orderly lists posted by their
32 supervisor. They may indicate in writing to the Supervisor availability
33 to work specific units for their shift only.
- 34 5. Ortho Techs may not sign any lists other than the list on their respective
35 unit. Ortho Techs may indicate in writing to their supervisor
36 availability to work specific units for their shift only.
- 37 6. Attempts will be made to contact employees signing the "Unexpected
38 Additional Hours List" when additional hours are available. Such
39 attempted contacts will be documented. If the employee is not able to be
40 contacted, their name will remain on the list. If the employee contacted
41 declines the additional hours, twice, their name will be deleted from the
42 list for its duration. If the employee has worked overtime in the
43 previous day, a refusal will not count towards their two refusals.
- 44 7. An immediate response is necessary once the employee is contacted to work
45 the unexpected hours. Telephone answering devices will constitute

1 employee contact as outlined above provided the Medical Center leaves a
2 message. Such contact shall not result in an employees name being deleted
3 from the "unexpected" hours list.

- 4 8. The additional hours lists are subject to the contract provisions as
5 outlined in Article VII, Section 4. When additional hours are canceled
6 due to lack of work, employees will be notified according to Article IX,
7 Section 6.

8 **Section 6. Mandatory Overtime**

- 9 a. If there are no volunteers, the least senior qualified employee
10 within the classification on the affected unit or department
11 concluding his/her last scheduled shift (immediately prior) will be
12 required to work the mandatory overtime. If there is no employee
13 who meets this requirement, the least senior employee in an
14 appropriate classification on the affected unit or department will
15 be called in and mandated to work the overtime. In situations where
16 the mandated overtime subjects the employee to undue hardship, in
17 Borgess' discretion based on the facts and circumstances existing at
18 that time, may mandate the next least senior employee.
- 19 b. When it is necessary to mandate overtime and the least senior
20 employee has already worked sixteen (16) hours of overtime in the
21 same work week, the next least senior employee in the
22 classification, in the unit or department on the same shift, shall
23 be required to work the overtime. No employee shall be mandated to
24 work more than sixteen (16) consecutive hours within a given twenty-
25 four (24) hour period.
- 26 c. This section is intended to be used in unusual situations and is not
27 intended to supplement normal staffing practices.

28 **Section 7. Employee Convenience Days**

29 Employees who request and are granted convenience request days waive any
30 contractual premium pays resulting from a modification of their normal schedule,
31 however, employees are entitled to any statutory overtime which may occur.
32 Employees granted a Convenience Request Day, will be obligated to work their
33 rescheduled approved day, as if it were their regularly scheduled day.

34 **Section 8. Consecutive Days**

35 "Day" 24 hour period commencing with the start of the employee's regularly
36 scheduled shift and ending twenty-four (24) hours later.

37 Consecutive Day payment will be calculated on the posted twenty-eight (28) day
38 schedule.

39 Any eight (8) hour shift worked after the fifth (5th) consecutive day of eight
40 (8) hours will be paid at the rate of time and one half (1-1/2). Any eight (8)
41 hour shift worked after the sixth (6th) consecutive eight (8) hour day shall be
42 paid at double time until a scheduled day off or the end of the second pay period
43 of the posted twenty-eight (28) day schedule. See Article VI, Section 1 D.
44 Hours paid for but not worked ends the consecutive day stretch.

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ARTICLE VIII

SENIORITY

Section 1.

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

- (a) 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 Absences - Article XII
Paid Time Off - Section 2, Article XIII

- (b) 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 XIII
Educational Development - Article XIV
Insurance - Article XX

- (c) Classification Seniority. Classification seniority is defined as years of continuous employment at Borgess Medical Center in an employee's current classification except as described below. Classification seniority applies to:

Hours of Work - Article VI
Overtime - Article VII
Layoff and Recall - Article IX
Transfers and Vacancies - Article X
Leave of Absence - Article XII

For bidding purposes under Article X, and for bumping rights as applied to Article IX, when Borgess deletes a job and the employee in the affected classification transfers or bumps to another classification, that employee will continue to carry the same classification seniority date that the employee had, so long as the employee remains in the new classification. If the employee bids into a new classification, the employee will start with a new classification seniority date. If, however, the employee returns to the employee's original classification, classification seniority would resume from the date the employee vacated the classification and time spent in the interim classification would not be counted.

1 EXAMPLE: Unit Aide worker position deleted with five years
2 seniority. Becomes a Central Transport employee. A year later has
3 one year seniority as a Central Transport employee and six years for
4 bidding purposes under Article X. If this employee bids into a HUC
5 position and stays in that position one (1) year, they will have one
6 (1) year of classification seniority. If this employee returns to
7 Unit Aide position, the employee will start with five years
8 classification seniority when awarded the position.
9

10 Note: Effective October 17, 1993, this provision applies to the
11 House Orderly position.

- 12 (d) Effective July 2, 1989, if a bargaining unit member transfers out of
13 the bargaining unit, bargaining unit seniority will be frozen and
14 will again begin accruing when the employee transfers back into a
15 bargaining unit position. All seniority accumulated by management
16 and PRN employees through July 1, 1989 shall be preserved and shall
17 be applicable to return to the classification they left.
- 18 (e) For purposes of classification seniority, Rehabilitation Aides and
19 Unit Aides will be treated as the same classification; and
20 Reprocessing Aides and Reprocessing Technicians will be treated as
21 the same classification.
- 22 (f) The probation period for newly hired employees shall be sixty (60)
23 calendar days. This period may, in specific instances, be extended
24 by mutual agreement in writing between the Union and Borgess, to a
25 maximum of thirty (30) additional days. There shall be no
26 responsibility for re-employment of employees if they are laid off
27 or discharged for any reason during their probationary period.

28 **Section 2.**

29 The following procedure will be used to determine greater seniority if two or
30 more individuals have identical seniority dates.

- 31 (a) The individual with the highest last digit in his/her social
32 security number shall be considered more senior.

33 For example: Employee X-380-56-7293
34 Employee Y-381-92-5627

35 Employee Y would be considered more senior than employee X.

36 Where the last digit in the employees' social security number is the
37 same, the individual with the higher last two numbers would be
38 considered more senior.

39 For example: Employee X-380-56-7293
40 Employee Y-381-92-5623

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

1 (b) Seniority rights shall be lost for the following reasons:

- 2 1. If an employee quits or retires.
- 3 2. If an employee is discharged for just cause.
- 4 3. If an employee is laid off for a continuous period of one (1)
5 year or their length of seniority, whichever is greater. If
6 a laid off employee fails to report within five (5) days after
7 being notified of return to work at their last known address,
8 unless the employee substantiates to Borgess Medical Center
9 that their reason for failure to report was beyond the
10 employee's control.
- 11 4. If an employee is absent for three (3) consecutive working
12 days without notifying Borgess.
- 13 5. If an employee overstays a leave of absence; obtains a leave
14 of absence by giving a false reason; or engages in any other
15 employment during a leave of absence without Borgess approval.

16 **Section 3. Seniority List.**

17 Borgess shall prepare an alphabetical seniority list based on Medical Center
18 seniority for all employees covered by this Agreement. Such lists shall be
19 brought up-to-date on January 15 and July 15 each year. A copy of this list will
20 be provided to the Chairperson and posted on the Union bulletin boards. This
21 list shall include the name, classification, classification seniority, status and
22 hire date of each employee. Additionally, the Union's copy shall show the rate
23 of pay.

24 **Section 4. Steward Seniority**

25 For the purposes of lay-off and recall only, all employees who are Stewards of
26 the Union, shall have the privilege of top seniority in their respective units
27 and shifts, provided they have been an employee of Borgess for three (3) months
28 or more and have the ability to do the work that may then be required. The Union
29 shall notify Borgess, in writing, of the names of the Stewards entitled to top
30 seniority and will thereafter keep Borgess notified, in writing of any changes.
31 Borgess will recognize a ratio not to exceed one (1) Steward per twenty (20)
32 bargaining unit employees.

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ARTICLE IX

LAYOFF AND RECALL

Section 1.

The Medical Center will sequentially follow the steps listed below when it becomes necessary to reduce staff and/or positions in a classification in a department/unit:

A. Borgess will layoff any temporary or probationary employees, provided the remaining employees have the ability and qualifications to perform the work.

B. Borgess will then layoff the least senior employee(s) in the classification, shift and status in the department/unit to be reduced.

C. The most senior affected employee would have the option of displacing the least senior employee in the same status, shift and classification, accept an open position or accept a layoff.

In the event the most senior employee cannot displace an employee in the same classification and status on their shift, the employee may exercise their seniority to displace in (D) of this section.

D. The most senior displaced employee would have the option of displacing the least senior employee in the same classification and status, accept an open position for which they are qualified or accept a layoff.

Note: Employees within a classification are considered qualified to perform the work of any employee within their classification with the exception of LPN positions in dialysis and O.B. department/unit.

E. Classification Seniority: Defined as years of employment in present classification as defined in Article VIII.

F. Status Definition: Full-time employees - 40 hours per week; Regular part-time (RPT) - 24 through 39 hours per week; Part-time (PT) - 16 through 23 hours per week.

G. Non-Standard Shifts:

1. Ten (10) hour employees may only move to eight (8) or ten (10) hour shifts, eight (8) hour employees cannot move to ten (10) hour shifts.

2. Twelve (12) hour employees may only move to eight (8) or twelve (12) hour shifts, eight (8) hour employees cannot move to twelve (12) hour shifts.

- 1 3. Non-standard shifts will be equated to that standard shift on
2 which the major number of hours of the non-standard shift
3 fall.

4 **Section 2.**

5 Except in cases of emergency, employees from other classifications will
6 not be used to work in positions on the affected unit/department in a
7 classification from which employees are laid off.

8 **Section 3.**

9 Any employee being laid-off shall be given a one (1) week notice or one
10 (1) weeks pay in lieu of notice, or any combination of either to meet the
11 above requirements, if the lay-off is due to economic conditions. Notice
12 of lay-off shall be given in writing to the employee and the Union and
13 shall set forth the effective date of the lay-off.

14 **Section 4.**

15 Borgess may utilize PRN employees for Local 79 positions while bargaining
16 unit members are on layoff provided appropriate opportunity is given to
17 qualified, active bargaining unit members consistent with Article VII.
18 Any hours left unfilled after this process may be filled by Borgess as it
19 deems appropriate.

20 **Section 5. Recall**

21 Recall will be to vacant position which have been posted but remain
22 unfilled. Laid off employees will be obligated to contact the Medical
23 Center regarding positions being posted in their classification.

- 24 (a) Employees will be recalled to the classification and status from
25 which they were laid off in inverse order of layoff.
- 26 (b) If the employee has not been recalled within one (1) year, or the
27 employee's length of Medical Center seniority, whichever is greater,
28 the employee will be eliminated from the recall list and terminated
29 from employment.
- 30 (c) It shall remain the responsibility of the laid off employee to
31 notify the Personnel Services Department of any changes of address
32 and phone number.
- 33 (d) The Employment Office of the Education/Employment Department will
34 notify the employee via certified mail if the employee is recalled
35 to work. Failure to report within five (5) days after being
36 notified shall constitute forfeiture of recall rights, unless the
37 employee substantiates to Borgess that the employee's reason for
38 failure to report was beyond the employee's control.

1 **Section 6. Lack of Work**

2 Borgess may make temporary reductions in the work force due to a reduction of
3 census or other factors contributing to a lack of work. Borgess shall designate
4 the specific classification, shift and unit/department and the reduction shall
5 be accomplished in the following manner and order:

- 6 1. (a) Subcontracted employees, temporary employees and PRN employees.
- 7 (b) Full time, regular part time and part time in reverse order of
8 seniority working additional hours on the day in question creating
9 a premium/overtime pay situation on the day in question.
- 10 (c) Volunteers within the department/unit affected. The employee may
11 choose to accept PTO for this time off.
- 12 (d) Full time, regular part time, and part time in reverse order of
13 seniority working additional nonpremium/nonovertime hours on the day
14 in question.
- 15 (e) Regularly scheduled employees within the department/unit to be
16 reduced, in reverse order of their seniority on a rotating basis
17 within their classification and shift beginning with the least
18 senior employee, except for Central Transport and Reprocessing
19 employees where the rotation methodology will be developed by the
20 individual department/units and Certified Health Unit
21 Coordinators/Health Unit Coordinators wherein the needs of a
22 specific clinical department/unit prevail regardless of seniority.
23 The employee may choose to accept PTO for this time off.
- 24 2. An employee permitted to come to work without having been properly
25 notified a minimum of two (2) hours before the start of their shift that
26 there will be no work, shall receive a minimum of four (4) hours pay,
27 except in cases of natural disasters beyond the control of Borgess. A
28 message left on a telephone answering device is considered appropriate
29 notification as well as documented attempts to contact/phone the employee
30 at the last phone number given to Borgess.
- 31 3. Employees may be reassigned to any area they are qualified to work prior
32 to receiving either a voluntary or mandatory low need day on a voluntary
33 basis.
- 34 4. Individuals desiring a voluntary lack of work day must sign for the shift
35 and day desired, voluntary lack of work will be given to the most senior
36 employee by rotation who has signed for the day and shift designated for
37 low need. Only those individuals signing this list will be solicited.
38 Rotation methodology will be developed by individual unit/departments.
- 39 5. If an employee is mandated off for a lack of work on a scheduled work day
40 and a need to replace becomes necessary within the affected employee's
41 department/unit, classification, and shift, if the affected employee
42 requests, an attempt will be made to contact the affected employee before
43 anyone else including calling in the next shift early, those employees who
44 have signed the unexpected hours list and PRN employees.

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6. At the employees request, employees given a lack-of-work day on their regularly scheduled shift, may be entered into the low-need day identification system for their shift and classification.

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ARTICLE X

TRANSFERS AND VACANCIES

Section 1.

A vacancy is defined as a bargaining unit position resulting from a newly created job or by discharge, resignation, retirement, death or by an employee accepting an available or open position.

A temporary vacancy is defined as one in which the employee who normally fills the position is on an approved Leave of Absence. This vacancy shall be for the duration of the L.O.A. as evidenced by the appropriate physician's documentation. The posting for the temporary vacancy shall indicate expected duration of the leave.

The position vacated by the employee who has been awarded the temporary vacancy will be posted as a permanent opening. Upon timely return of the employee from the approved L.O.A., the employee awarded the temporary vacancy, shall be offered if available an existing position within classification. If the employee on a L.O.A. does not return within the approved time frame, the employee who was awarded the temporary vacancy will have the option to remain in that permanent position.

Section 2.

Legal holiday rotation will remain with all positions and will be posted as such.

Section 3.

Whenever vacancies become available, they will be posted for five (5) days excluding weekends and holidays. These vacancies shall be posted on the union bulletin board and employees interested in these positions must be the one to sign the postings within five (5) days.

Section 4.

Borgess shall have fourteen (14) calendar days from the close of the posting period established in Section 3 to make a decision on awarding the position subject to the following guidelines:

- (a) The employee who applies with the most seniority within the affected unit shall be given first opportunity to be transferred to fill the vacancy or new position provided they have the necessary qualifications to perform the duties of the position involved.
- (b) If there are no qualified applicants, Borgess may fill the position from outside the affected unit, with the most senior qualified applicant within the bargaining unit.
- (c) An employee not awarded posted positions for which they have properly applied will be so notified with reasons.
- (d) A copy of the posting and award will be supplied to the chairperson upon request to the appropriate manager.

1 **Definition:**

2 For purposes of defining unit in a-b above, the following shall apply:

- 3 1. Affected unit shall be defined as the employees appropriate department or
4 regularly assigned unit in which the vacancy occurs.
- 5 2. Bargaining unit shall be defined as employees covered by the Local #79
6 collective bargaining agreement.

7 **Section 5.**

8 If within thirty (30) calendar days following award of said position, Borgess
9 finds that the employee is unable to perform the duties of the new position, the
10 employee will be returned to their previous classification. A position awarded
11 to a non-bidding employee shall not prevent such employee from bidding for a
12 newly posted vacancy or position.

- 13 (a) Employee applicants who have been awarded a position through the position
14 bidding procedure shall assume the duties of the position at the beginning
15 of the pay period closest to four weeks from the date of the award, unless
16 a longer period is mutually agreed to between Borgess and the employee.
17 The four (4) week waiting period after the awarding of the position before
18 transfer does not apply to training classes.
- 19 (b) In view of the bidding and position awarding provisions of the Agreement
20 as outlined in Section 4 (a) and (b), the employee awarded the position
21 shall have four (4) work weeks to decide to continue in the position or be
22 returned to their previously held position. Once the four (4) week period
23 is over, the employee must remain in the position for the full six (6)
24 months after which they may post to a position vacancy via the position
25 bidding procedure.
- 26 (c) An employee who successfully bids to a higher paying position shall be
27 placed in the nearest higher rate of pay relative to the employee's former
28 rate and shall progress up the scale annually thereafter. An employee who
29 successfully bids to a lower paying position shall be placed in the
30 nearest lower rate of pay relative to the employee's former rate and shall
31 progress up the scale annually thereafter. An employee who bids to a
32 higher paying position and fails to qualify within the twenty (20) or
33 thirty (30) day period will revert to the employee's former position and
34 rate of pay.
- 35 (d) Employees may transfer from one position to another through the bidding
36 procedure only once in any six (6) month period. All new bargaining unit
37 employees must remain in the position for a full six (6) months after
38 which they may sign another posted job vacancy.
- 39 (e) PTO requests approved in the originating unit or shift may be denied
40 depending on staffing in the receiving unit or shift.

1 **Section 6.**

2 Employees transferring to another position classification which requires
3 licensure, certification or special training will be placed in an orientation
4 status for the new position for a total of forty-five (45) calendar days.
5 Evaluation of work performance will be discussed with the employee at the end of
6 the fifteen (15), thirty (30) and forty-five (45) calendar day orientation
7 period.

8 During the forty-five (45) calendar day, if it is determined that the employee
9 is unable to meet the new position requirements, Borgess will make every effort
10 to place the employee in the next available position comparable to that held
11 prior to the promotion at the rate of pay of that position.

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ARTICLE XI

LEAVES OF ABSENCE

Section 1. Leaves 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 eight hundred and thirty two (832) 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 continuously and within 12 months from the date of birth or placement.
 - b. Employees who are regularly scheduled to work twenty-four (24) hours or more per week and have worked a minimum of eight hundred thirty two (832) 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 medical 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

1 this type of leave must attempt to schedule the leave so as
2 not to disrupt Medical Center operations.

3 4. Notice and Certification

- 4 a. If the employee fails to give thirty (30) days notice for a
5 foreseeable leave with no reasonable excuse for the delay, the
6 leave may be denied until at least thirty (30) days after the
7 date the employee provides notice to the Medical Center of the
8 need for FML.

9 If the need for leave is unforeseeable, the employee should
10 notify his/her Director of the need for FML as soon as
11 reasonable under the circumstances, within one or two working
12 days after learning of the need for leave. Notice by the
13 employee's representative is sufficient if the employee is
14 unable to give notice personally.

- 15 b. An employee applying for an intermittent leave or a reduced
16 leave schedule must notify his/her Director and contact the
17 Employee Health Specialist. Providing that the Medical Center
18 determines that the request for intermittent leave or reduced
19 leave schedule cannot be reasonably accommodated on the
20 employees current shift and unit/department, the employee may
21 be transferred temporarily to an available alternative
22 position that has equivalent pay and benefits, and
23 accommodates recurring periods of leave.
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- 25 c. An employee requesting leave to care for a family member or
26 their own disability which involves planned medical treatment
27 must make a reasonable effort to schedule treatment so as not
28 to unduly disrupt the Medical Center's operations. When
29 notice is given, the Medical Center may require the employee
30 to attempt to reschedule treatment, subject to the ability of
31 the health care provider to do so. The Medical Center and
32 employee shall attempt to work out a mutually agreeable
33 schedule.

- 34 d. Employees will be required, unless Borgess waives the
35 requirement, to recertify the need for the leave at least
36 every thirty (30) days and must report in on a periodic basis
37 no less than every two (2) weeks with respect to their
38 progress, the progress of their parent, spouse or child, and
39 their anticipated date for return to work. Employees are
40 expected to give Borgess five (5) days notice of the date they
41 will return to work. Overstaying an approved leave of absence
42 without notification to Borgess, may be grounds for
43 termination.

- 1 e. Borgess will require, unless Borgess waives the requirement,
2 medical provider certification of a serious health condition
3 which is the basis of the request for a FML and may require
4 second or third opinions (at Borgess' expense) and a fitness
5 for duty report to return to work. If the first and second
6 medical provider opinions do not agree, the Medical Center and
7 the employee shall mutually agree on a third medical provider
8 who shall provide a final and binding opinion. The medical
9 provider certification must include the first anticipated date
10 of absence from service to Borgess and the expected date of
11 return. The medical certification to support a leave for
12 family medical reasons must include a statement indicating
13 that the employee's presence is necessary or would be
14 beneficial for the care of the family member and the period of
15 time care is needed or the employee's presence would be
16 beneficial.
- 17 f. Employees requesting a FML in order to care for a seriously
18 ill spouse, son, daughter, or parent are required to complete
19 the appropriate paperwork and return it to the Employee Health
20 Specialist within fifteen (15) calendar days from the date the
21 Medical Center requests the medical provider certification.

22 5. Wages and Benefits

- 23 a. Employees will not accrue PTO while on a FML. Employees will
24 have PTO (A) deducted and paid from their PTO (A) bank for
25 holidays which occur during a FML. If an employee's wage
26 anniversary date occurs during a FML, the employee will be
27 eligible to receive any appropriate wage increase or longevity
28 bonus.
- 29 b. Employees on a FML which qualifies for short term disability
30 coverage, must use PTO (B) to cover the applicable STD or
31 workers compensation elimination period. For leaves not
32 covered by STD, employees must use PTO (B) to cover the entire
33 length of the leave. Once an employees PTO (B) bank is
34 exhausted, the employee may choose to utilize PTO (A); except
35 for situations covered in 5(a) above. Any time in excess of
36 PTO hours will be unpaid. Any time taken under this section
37 during which the employee is paid PTO (A), (B) or STD will
38 count towards the FML twelve (12) week leave period.
- 39 c. Employees will not accept other employment while on a FML
40 unless prior approval has been granted by the Medical Center.
- 41 d. For up to twelve (12) weeks of a family or medical leave,
42 Borgess will maintain the employee's health coverage under any
43 group health plan. Employees are responsible for any part of
44 the cost of health coverage, the same as required as if not on
45 leave, including changes in cost while on leave. Employees
46 who fail to return from a leave will be obligated to reimburse
47 Borgess for the cost of Borgess paid health coverage, except
48 when the employee's failure to return is due to the
49 continuation, recurrence or onset of a serious health
50 condition which would entitle the employee to medical or
51 family leave or other circumstances beyond the employee's

1 control. For leaves in excess of twelve (12) weeks, the
2 employee and eligible dependents will be offered to continue
3 applicable benefits according to federal guidelines under
4 COBRA.

- 5 e. Payment of outstanding premiums will occur once an employee
6 returns to work by deducting the cost of one additional
7 premium payment from the employee's paycheck each pay period
8 until the balance is zero. Any other method of payment must
9 be approved by the Director of Personnel Services. Contact
10 the Employee Benefits Office for more information.

11 6. Return to Work

12 Seniority will continue to accrue during a FML (see Article VIII).
13 Upon return from a family leave of twelve (12) weeks or less,
14 employees will be restored to their original position with
15 equivalent pay, benefits and other employment terms. The employee
16 will not lose any offered employment benefit that existed prior to
17 the start of the leave.

18 7. Leaves of Absence in Addition to FML

19 a. Childcare Leaves of Absence

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

27 b. Personal/Emergency Leaves of Absence

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

- 40 1. During the additional leave period, it is the
41 responsibility of each employee to pay for the cost of
42 their flexible benefit package until
43 he/she returns to work. Failure to make arrangement
44 will result in the expiration of insurance benefits.
- 45 2. All available PTO (A) must be used during the additional
46 leave period.

- 1 3. Seniority will continue to accrue during this additional
2 leave period. (See Article VIII)
- 3 4. Employees are expected to give Borgess five (5) days
4 notice of the date they will return to work.
5 Overstaying an approved leave without notification to
6 Borgess, will be grounds for termination.
- 7 5. Employees on this additional leave will be returned to
8 a comparable or next available position for which they
9 are qualified. If no such position exists, the employee
10 will be laid off.

11 c. Employees may receive up to nine (9) additional months of
12 disability leave for personal illness or injury.
13

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

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

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

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

30 If a difference of opinion exists between the
31 employee's and the Medical Center's medical
32 professionals involved, these medical
33 professional will mutually choose another
34 qualified professional to render a third opinion.

35 d. Additional medical disability leaves shall be for
36 a maximum period of one (1) continuous year,
37 including the FML. The leave may be renewed for a
38 specific period provided the employee submits
39 appropriate documentation of the necessity of the
40 extension and if the extension is requested at
41 least fourteen (14) days prior to the expiration
42 of the initial leave.

- 1 2. Employees on an authorized leave of absence will
2 continue to accrue seniority during such leaves except
3 as outlined under Article VIII, Section 2.(b)(5).

- 4 3. The employee shall be placed in the position held prior
5 to the additional medical leave provided they return
6 within six (6) months from the date the original leave
7 of absence begins. After six (6) months, the employee
8 may be returned to an available open position for which
9 they are qualified, or be laid off with recall rights as
10 per Article IX.

- 11 4. The employee will give the Medical Center five (5) days
12 notice of the date they will return to work. Over-
13 staying an approved leave of absence, without
14 notification to the Medical Center, will be grounds for
15 termination.

- 16 5. Employees must pay for the full cost of their flexible
17 benefit package once benefits under FML have been
18 exhausted. Employees on a leave not covered by a FML
19 must pay for the cost of their flexible benefit package
20 beginning with the third full month on medical leave and
21 continuing until she/he returns to work.

- 22 6. During an additional leave period, an employee may
23 utilize their available PTO (A) hours.

- 24 7. If the employee is ill more than seven (7) consecutive
25 calendar days, they will be required to contact the
26 Employee Health Office to initiate a request for a
27 medical disability leave.

28 B. Military Leave

29 The Medical Center agrees to abide by the provisions of the State
30 and the Federal law with respect to a leave of absence for military
31 service including reserve and national guard duty.

32 C. Educational Leave

- 33 1. The leave may be requested for a maximum of one (1) year and may be
34 extended upon application to the Director of Patient Care
35 Services/Department Director.

- 36 2. Seniority as defined in Article VIII - Section 1, shall apply when
37 granting a leave of absence. Conflicts in requests for Educational
38 L.O.A.'s shall be awarded to the most senior employee in position.

- 39 3. The employee must agree to return to employment with Borgess Medical
40 Center upon completion of the leave of absence.

- 1 4. Proof of attendance, i.e., submission each semester of verification
2 of a course grade of "C" or better will entitle the bargaining unit
3 employee to continue the educational leave of absence. If proof of
4 attendance is not submitted or a grade of at least a "C" or better
5 is not achieved, the educational leave of absence will be considered
6 to be terminated.
- 7 5. Upon timely return from an educational leave of absence of less than
8 thirty (30) calendar days, the employee will be placed in the
9 position to include unit and shift held prior to leave. After
10 thirty (30) days for an educational leave, the employee shall be
11 placed in a comparable position or at the employee's option, an
12 available position for which the employee is qualified. If no such
13 position exists, the employee will be laid off.
- 14 6. During an educational leave of absence, it is the responsibility of
15 each employee to pay for the cost of their flexible benefit package
16 until he/she returns to work. Failure to make arrangements will
17 result in the expiration of insurance benefits.
- 18 7. PTO (A) must be used during an educational leave.
- 19 8. Seniority will continue to accrue during the educational leave (see
20 Article VIII).

21 Section 2. Union Leave

22 Any employee in the bargaining unit elected or appointed to a full-time
23 position in the Union whose duties require the absence from their work
24 shall be granted a leave of absence for the term of such position and
25 shall not accumulate benefits during their term of such position and at
26 the end of such term of position shall be entitled to resume their regular
27 seniority status and all job and recall rights. Two (2) week notification
28 of union leave requests, if possible.

29 With at least two (2) weeks prior written notice elected or appointed
30 Stewards or members of the Bargaining Committee may be allowed time off,
31 in single day increments, without pay or without loss of benefits or
32 seniority, to attend meetings, elections and Union functions. Employees
33 shall have the option of using PTO (A) or (B) to cover such absence.

ARTICLE XII

PAID TIME OFF

Policy: 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 Easter Sunday for all full-time individuals. PTO (A) will be computed on employee seniority and employee status (full-time, regular part-time, part-time). The deposit rates are:

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
After 5 years	FT	28 x 8	224/26 =	8.62
	RPT	16 x 8	128/26 =	4.92
	PT	13 x 8	104/26 =	4.00
After 7 years	FT	31 x 8	248/26 =	9.54
	RPT	18 x 8	144/26 =	5.54
	PT	15 x 8	120/26 =	4.61

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

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

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

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

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

22 From full-time to regular part-time

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

25 From full-time to part-time

- 26 1. Pay off PTO (A) down to 4 pay periods below new maximum.
- 27 2. Pay off PTO (B).

28 From full-time to call

- 29 1. Pay off all PTO (A). (After completing probationary period)
- 30 2. Pay off all PTO (B). (After completing probationary period)

31 From regular part-time to part-time

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

34 From regular part-time to call

- 35 1. Pay off all PTO (A). (After completing probationary period)
- 36 2. Pay off all PTO (B). (After completing probationary period)

1 From Part-time to call

2 1. Pay off all PTO (A). (After completing probationary period)

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

6 **Section 2. Scheduling**

7 A. PTO time must be used for any time away from work; except in the case of
8 low census days and other days designated in Section 4 hereof. If an
9 employee goes home on a low census day on a voluntary basis or involuntary
10 basis, they may use PTO (A) or (B) or receive no pay at all.

11 1. Conflicts in PTO (A) schedules shall be resolved in favor of the
12 employee with higher medical center seniority, provided the employee
13 has submitted their request between January 1 and January 31, of the
14 current year for PTO (A) for April 1, of the current year through
15 March 31, of the subsequent year. Notice of approval or disapproval
16 will be returned by February 28th of the current year. After
17 January 31st, PTO (A) time shall be scheduled in order of requests
18 received, regardless of seniority.

19 2. Any request for PTO (A) made outside of the time frame mentioned in
20 # 1 above, must be made in writing to the supervisor two (2) weeks
21 prior to the posting of the schedule. If an employee submits a
22 request at least 6 weeks prior to the posting of the schedule,
23 notice of approval or disapproval will be given to the employee
24 within four (4) weeks from the date of such submission. The
25 granting of these PTO (A) requests will be considered in order of
26 the request received.

27 3. PTO (A) requests will only be granted up to the maximum numbers of
28 hours which could be available in the employees PTO (A) bank at the
29 time the PTO (A) is scheduled to be taken. Approved PTO (A)
30 requests are contingent upon the employee having the approved PTO
31 (A) hours banked at the end of the pay-period immediately preceding
32 the requested approved time off.

33 When properly requested, employees shall be granted their PTO (A) as
34 staffing permits. When staffing does not permit the granting of
35 more than one simultaneous PTO (A) request, the employee may choose
36 to find their own replacement, in the same job classification, and
37 notify the appropriate supervisor in writing one (1) week in advance
38 of the change. This change must not result in the payment of
39 premium pay other than shift and/or weekend differential pay.

40 4. If a PTO (A) request is turned in prior to January 1 for April 1 to
41 March 31 year, it will be returned to the employee with notice to
42 resubmit during January.

43 5. a. If an employee becomes ill while on PTO (A) substantiated by
44 a physician's statement and given to the supervisor, PTO (B),
45 if available, will be granted in lieu of paid PTO (A). If PTO
46 (B) is not available, PTO (A) will be granted.

- 1 b. PTO (A) shall be taken in single day increments except as
2 outlined in Section 2 of this Article or as otherwise agreed
3 upon by the Medical Center.
- 4 c. The employee may not schedule PTO (A) days in a manner which
5 would allow more scheduled weekends off than the employee
6 would have received had the PTO (A) days all been scheduled
7 consecutively unless otherwise agreed upon by the Medical
8 Center.
- 9 d. Cancellation of requested PTO (A) time must be made forty-
10 eight (48) hours in advance of scheduled time off.
- 11 e. When all (B) Unscheduled PTO hours are used (A) Scheduled PTO
12 hours will be used to cover any additional unscheduled time
13 off unless the employee chooses to take these hours as unpaid
14 time off, then they must file with the appropriate supervisor
15 the Unpaid Time Off Request Form on the next shift worked or
16 at the end of the pay period.
- 17 6. PTO may only be used when an employee has completed the probationary
18 period although it accrues from the first day of employment.
- 19 7. Two times in a calendar year each employee may use an (A) scheduled
20 PTO day on an emergency basis. Employees shall furnish the
21 appropriate supervisor one (1) calendar week written notice for paid
22 PTO (AE) days, unless the employee must take the day by reason of an
23 emergency. Employees who take PTO (AE) days on weekends shall
24 furnish the appropriate supervisor two (2) calendar weeks written
25 notice, unless the employee must take the day by reason of an
26 emergency. If there are not enough hours in the bank, the employee
27 loses the opportunity to again use this day as a PTO (AE) and it
28 counts against their attendance. Use of a PTO (AE) day will
29 disqualify an employee from the Perfect Attendance program for that
30 pay period unless the above scheduling requirements are met.
- 31 8. If a unit has a time and attendance work sheet, the employee will
32 record all PTO on such sheet. Errors may be corrected retroactively
33 up to 30 days from the date of the error when brought to the
34 attention of the Human Resources Department.
- 35 9. PTO (A) time in excess of eighty (80) consecutive hours must have
36 approval from the Department Director.

37 **Section 3. Holidays**

- 38 A. Each full-time employee shall be paid for the holidays listed below from
39 the PTO (A) bank at their regular straight time hourly rate of pay with
40 the following eligibility requirements: they must have worked all of
41 their scheduled hours on their last scheduled work day prior to the
42 holiday, the holiday if scheduled to work, and on their next schedule work
43 day after the holiday (no PTO (AE) or (B)).
- 44 1. Employees scheduled to work on a holiday but who fail to report to
45 work or who fail to meet the above eligibility requirements, shall
46 have PTO-A deducted from their bank with no pay.
- 47 2. An employee excused from work on one or both of these days by the

1 Medical Center shall have met the requirements of this section.

2 3. When employees are scheduled to work a holiday, Borgess shall make
3 a reasonable attempt to schedule them off immediately before or
4 after the holiday, based on the staffing needs of the
5 unit/department.

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

7	New Year's Eve	January 1
8	Memorial Day	Last Monday in May
9	Independence Day	July 4
10	Labor Day	First Monday in September
11	Thanksgiving Day	Fourth Thursday in November
12	Christmas Day	December 25
13	Easter Sunday	

14 C. Those employees who are required to work on a designated national holiday
15 shall be paid one and one-half (1 1/2) times their straight hourly rate
16 for those hours actually worked. Holiday pay shall be paid for the day on
17 which the holiday actually occur. Regular part-time/part-time employees
18 may use PTO (A) days on national holidays.

19 D. All employees shall work on holidays equally as necessary by rotation. If
20 the employee scheduled to work the holiday finds another employee to work
21 the holiday, the originally scheduled employee will have fulfilled their
22 obligation under the contract as to their legal holiday. This change must
23 not result in the payment of additional premium pay other than shift
24 and/or weekend differential pay.

25 E. Those full-time employees who are on a leave of absence during which a
26 holiday falls will be paid their PTO (A) time and will not have this
27 amount coordinated with any applicable short-term disability pay.

28 **Section 4. Non-Covered Days**

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

30 B. Funeral Days. Employees may be granted up to three (3) calendar days off
31 as bereavement leave for a death in the employee's immediate family
32 (spouse, children, parents, brothers, sisters, grandparents, grandparents-
33 in-law, mother-in-law, father-in-law, brother-in-law sister-in-law, or
34 persons standing in loco parentis of the employee or their spouse,
35 grandchildren or great-grandchildren). For purposes of this Section, the
36 twenty-four (24) hours of bereavement pay must be utilized as applied to
37 lost scheduled hours commencing three (3) days prior to the funeral and
38 two (2) days after the funeral. Additional time off without pay may be
39 granted for necessary travel time to distant states for funeral services.
40 If additional time off is needed PTO (A) time may be granted at the
41 Medical Center's discretion. The Medical Center may grant employees PTO
42 (A) time to attend funerals of an aunt, uncle, niece, or nephew.

43 C. Jury Duty.

44 1. An employee who is called for and reports for jury duty shall be
45 compensated by the Medical Center for time spent in performing jury
46 duty. The compensation to be paid hereunder shall be the difference
47 between the employee's regular straight time hourly rate and the

1 daily jury fee paid by the court. If the employee reports for jury
2 duty and is excused early, the employee will be compensated only for
3 time spent performing jury duty. The appropriate supervisor should
4 be notified to make arrangements, if possible, for working the
5 additional hours as soon as the employee is dismissed from jury
6 duty. Provisions of this paragraph are not applicable to volunteers
7 for jury duty, but do apply to those employees subpoenaed as a
8 witness in a case in which the employee is not a party.

- 9 2. Employees may use PTO (A) time, if available, to cover hours not
10 spent performing jury duty.

11 **Section 5. Buy Back**

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

21 For example:

	Employee A	Employee B
22 PTO - A Bank	160	90
23 Reserve	-40	-40
24 Available for Buy Back	120	50
25 Buy Back (Max. 60 26 hours)	60	50
27 Base Wage Rate	6.00	6.00
28 75% of Base Wage Rate	4.50	4.50

29 Buy Back Computation: 60 hours x 4.50/hour = \$270.00*
30 50 hours x 4.50/hour = \$225.00*

31 *Subject to Taxes and FICA

- 32 B. On November 30 of each year, an employee will sell back to the Medical
33 Center all hours in excess of 48 hours for FT and 24 hours for RPT in the
34 (B) Unscheduled PTO bank up to a maximum of 48 hours for FT and 24 hours
35 for RPT. For each 12-month period beginning December 1 through November
36 30, those employees who have received sick pay reimbursement will not be
37 subject to corrective action under the Absenteeism and Tardiness Policy
38 until they have been absent or tardy an amount of time equal to reimbursed
39 hours the previous year. Two instances of tardy will equal 8 hours of
40 reimbursement.

- 41 C. Upon termination in good standing, employees will be paid their remaining
42 PTO (A) according to the following schedule:

1	less than 6 months of service	0% of base wage
2	6 - 12 months of service	60% of base wage
3	1 - 2 years	70% of base wage
4	2 - 3 years	80% of base wage
5	over 3 years of service	100% of base wage

6 D. PTO (B) hours will be paid upon termination in good standing, according to
7 the following schedule up to a maximum of 48 hours (24 hours for RPT
8 employees):

9	less than 6 months of service	0% of base wage
10	6 - 12 months of service	60% of base wage
11	1 - 2 years	70% of base wage
12	2 - 3 years	80% of base wage
13	over 3 years of service	100% of base wage

14 **Section 6. Miscellaneous**

15 A. All days from the unscheduled PTO (B) bank will be counted on the
16 employee's absenteeism record, unless taken because of low census or
17 utilized during scheduled work days preceding the onset of a medical leave
18 of absence.

19 B. Full-time and regular part-time employees who are going on a medical leave
20 of absence and are eligible for disability income must use all unscheduled
21 PTO (B) up to a maximum of forty-eight (48) hours for full-time employees
22 and twenty-four (24) for part-time employees. If no PTO (B) hours are
23 available, the employee may use PTO (A).

24 C. Paid Delegate Days. Stewards shall be allowed three (3) days per year to
25 attend Union educational seminars, provided the chairperson notifies
26 Medical Center two (2) weeks in advance of the dates of the seminars and
27 who will attend.

28 Medical Center agrees to pay a combined total of six (6) paid delegate
29 days for stewards to attend educational seminars per year.

30 D. PTO (A) and PTO (B) shall be paid at the employees regular straight time
31 hourly rate in effect on the first full pay period during which the PTO
32 (A) or (B) falls.

ARTICLE XIII

EDUCATIONAL DEVELOPMENT

Section 1.

Career Development. In recognition of the contribution which education makes to employee career development, Borgess recognizes a commitment to continuing education.

Tuition Reimbursement. It is the policy of Borgess to provide an educational reimbursement program for eligible employees who wish to pursue additional courses of study at community colleges, colleges and universities which benefit both Borgess and the employee. Borgess' reimbursement obligation shall be coordinated with any scholarship, grant, gift or other similar education expense, payments paid directly or indirectly to support a bargaining unit member's education under this Article.

- (a) In order to be eligible for full or partial reimbursement, an employee must have been employed at the Medical Center for at least one (1) year and must remain an employee through the completion of the course.
 - (b) Approval in advance must be obtained using the Educational Assistance Program Financial Reimbursement form.
 - (c) After the course has been completed, the original form will then be recirculated, with a copy of the grade attained for the course, and a receipt of the bill for course and related costs attached.
 - (d) Reimbursement to include, tuition fees, matriculation fees, graduation fees, and training materials (exclusive of textbooks) will be made at the completion of a course in which a grade of "C" or better is earned. Those employees who have met the above requirements will be reimbursed according to the following scale which is effective July 1, 1983:

Full-time	-	100% of 12 credits per year
32 hours per week	-	80% of 12 credits per year
24 hours per week	-	60% of 12 credits per year
16 hours per week	-	40% of 12 credits per year
- Reimbursement monies will be limited to the lesser of either the cost of the class or \$75.00 per credit your. Employees enrolled in a BSN program will be exempt from the above.
- (e) There will be no advance payment for courses to be taken.
 - (f) The employee must agree, in writing, to continue working at the Medical Center for at least six (6) months following completion of the course. If, after completing the course the employee does not remain employed at the Medical Center, the employee must reimburse the Medical Center in the amount received for the course.
 - (g) Classes are to be scheduled during non-working hours unless flexible scheduling can be arranged.

1 **Section 2. Critical Care Classes**

- 2 (a) All LPN's permanently assigned to Critical Care areas (PACU, CSU,
3 STICU, CCU, NCU, ETC, 8NW, Out-Patient Surgery) shall receive
4 (without loss of pay, time or other benefits), basic EKG and those
5 critical care classes open to LPN's. The LPN's shall be scheduled
6 to attend these classes based on the sequence of hire into the unit
7 and staffing considerations. If they do not fulfill the
8 requirements of the courses, the employees performance shall be
9 reviewed by the Clinical Nurse Manager, Clinical Nurse Educator and
10 Director; the decision to retain this employee in critical care will
11 be based on this review. If the review indicates need for entire or
12 partial course repetition, the employee will be given time off
13 without pay for attendance. If the review decision is not to retain
14 in critical care, the employee may choose to be considered for any
15 other unfilled position for which their seniority and qualifications
16 entitle them.
- 17 (b) Employees assigned to Critical Care Areas on a temporary basis will
18 function within their position description.
- 19 (c) Respiratory Technicians working in critical care units must be ACLS
20 certified within one year of hire and must maintain that
21 certification during employment. Payment for classes will be
22 covered as per Section 3 of this Article.

23 **Section 3. Required Inservices**

24 Required inservice classes (which are necessary to perform position
25 responsibilities) specific to the work area, shall be paid at the rate of time
26 and one-half (1 1/2) for all time spent in excess of normal workday or work
27 period. Such inservice classes with required attendance shall be scheduled one
28 (1) week in advance. No employee shall be required to attend such classes more
29 than once in any month, except for critical care classes or classes scheduled
30 during the employee's regularly scheduled shift. Required inservice classes
31 shall be identified as such when scheduled.

32 **Section 4. Correspondence Courses**

33 Correspondence courses will not be approved. An exception may be granted by the
34 Medical Center on a case by case basis.

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ARTICLE XIV

CORRECTIVE ACTION AND DISCHARGE

Section 1.

After completion of the probationary period, should the employee wish to contest a discharge, the issue shall be submitted and determined under the grievance procedure and must be instituted within five (5) working days (see Article V, Step 3, of the grievance procedure).

Section 2.

The Medical Center shall have the right to dismiss, suspend without pay, or impose other corrective action for just cause, provided, however, that the affected employee shall have the right to defend herself/himself in connection with such Medical Center action. Such action must be taken within five (5) working days of the date it is reasonable to assume that the Medical Center became aware of the conditions which have given rise to the corrective action. The Medical Center shall furnish written notice of such action to the affected employee and the Union. The parties agree that time limits may be extended by mutual consent of the Medical Center and the following Union officers: Chairperson, Assistant Chairperson, Chief Steward, and Assistant Chief Steward. All dismissals or suspensions shall be without pay. When an employee receives corrective action, they may request the presence of the Union Representative.

Section 3.

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

Step 1 Oral warning documented in the presence of appropriate steward, unless employee requests that a steward not be present. The immediate supervisor will continue to document oral warning, but the documentation will be held in the supervisor's file and will be attached to the written warning if and when the second step is invoked.

Step 2 Written reprimand.

Step 3 Written reprimand with 1 to 3 day suspension without pay.

Step 4 Written reprimand, with 1 to 2 weeks suspension without pay.

Step 5 If the offense is sufficiently severe, Borgess has the right to discharge or to impose lesser penalties than discharge without regard to Steps 1 through 4.

- a. If Borgess considers discharge the appropriate corrective action for the employee's conduct, it will suspend the employee without pay until the matter is investigated. The suspension will be reported to the Union within three (3) days of its occurrence. The investigation shall be completed and a decision made by Borgess within five (5) working days. This time frame may be extended by mutual consent in writing by the Medical Center and the above named Bargaining Representatives. During the period of the investigation,

1 the Union and Borgess shall meet at least once and discuss the
2 evidence. The final corrective action resulting from the foregoing
3 shall be subject to the grievance procedure if a written grievance
4 is filed by the employee. Such grievance shall commence at Step 3
5 of the Grievance procedure.

6 **Section 4.**

7 In imposing any corrective action, Borgess shall not consider any offenses
8 committed by the employee prior to one (1) year from the date of the
9 present offense.

10 **Section 5.**

11 A copy of all corrective actions shall be provided to the Union upon the
12 filing of a grievance. In cases of discharge or suspension,
13 representation shall be made available at the time of such action, if the
14 employee so request, and the employee shall receive the reasons for this
15 action in writing by the next working day.

16 **Section 6.**

17 The employee and/or Steward will be required to acknowledge receipt of
18 written warnings. The employee may request the presence of a steward
19 prior to signing. The signature indicates that the employee has seen the
20 warning and does not mean they agree to the charges or penalties.

21 **Section 7.**

22 In imposing corrective action related to attendance, PTO (B) will be
23 considered, but the Medical Center will not consider any other non-working
24 compensated or approved time off.

25 **Section 8.**

26 It is recognized that, upon occasions situations may arise which may not
27 be best resolved through utilizing the corrective procedure described
28 herein. Therefore, on those occasions when the Medical Center identifies
29 such a situation, nothing contained therein shall prevent the Medical
30 Center from transferring the employee to an open position within the
31 Medical Center. In the event that there is no satisfactory open position
32 immediately available the employee will be placed on a LOA until such time
33 as a satisfactory open position becomes available. Such LOA's will not
34 exceed thirty (30) calendar days.

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ARTICLE XV

NON-DISCRIMINATION

The Medical Center agrees, related to any other term or condition of employment, not to discriminate against any employee because of race, color, national origin, religious affiliation, sex, marital 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.

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ARTICLE XVII

MANAGEMENT RIGHT

Section 1.

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, suspend, discipline, discharge for just cause, promote, assign, transfer, lay off, recall or relieve employees from duty, discontinue and reorganize any department, promulgate and enforce reasonable 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 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 location, 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.

The issue of whether the exercise of management rights conflicts with the terms of this agreement shall be subject to the provisions of Article V.

ARTICLE XVIII

SALARIES

Section 1. Wage Schedule

Effective Payperiod Following 11.01.93.

	Start	6 MO	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
Cert. Surgical Technician (CST)	9.07	9.42	9.75	10.14	10.49	10.78	11.19	
Surgical Technician (ST)	8.10	8.10	8.46	8.76	9.10	9.50	9.84	
LPN I	8.93	9.31	9.61	9.98	10.32	10.67	10.97	11.37
Certified Technician- Resp.	8.81	9.17	9.50	9.88	10.23	10.53	10.93	
Non Cert. Technician Resp. and Dialysis Aide	7.84	7.84	8.20	8.51	8.84	9.24	9.59	
Cert. Eligible Technician Resp.	8.10	8.44	8.77	9.17	9.50	9.80	10.22	
Dialysis Technician and Cardiac Care Assistant	8.64	8.98	9.04	9.32	9.56	9.97	10.20	
Cert. Orthopedic Technician	8.16	8.38	8.59	8.86	9.17	9.50	9.84	
Orthopedic Technician	7.85	8.07	8.28	8.56	8.83	9.19	9.52	
Health Unit Coordinator	7.29	7.60	7.88	8.11	8.40	8.62	9.28	
Certified Health Unit Coordinator	7.55	7.85	8.14	8.36	8.66	8.87	9.54	
Rehab/Unit Aide	7.05	7.23	7.55	7.79	8.05	8.39	8.93	
Lead GI Tech	8.99	9.58	10.17	10.76	11.35	11.94	12.34	
Monitor Clerks	7.29	7.60	7.88	8.11	8.40	8.62	9.28	
Unit Aides	6.79	6.98	7.29	7.54	7.79	8.14	8.67	
Emergency Medical Tech. (EMT)	6.79	6.98	7.29	7.54	7.79	8.14	8.67	

Effective Payperiod Following 11.01.93 Continued

	Start	6 MO	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
Mental Health Technician	6.79	6.98	7.29	7.54	7.79	8.14	8.67	
House Orderly and Anesthesia Tech	6.79	6.98	7.29	7.54	7.79	8.14	8.67	
Surgery Aides, Orderlies, Anesthesia Tech.	6.21	6.34	6.70	6.96	7.18	7.49	8.08	
Reprocessing Aide	6.27	6.46	6.70	6.96	7.18	7.49	8.08	
Reprocessing Equipment Aide	6.27	6.46	6.70	6.96	7.18	7.49	8.08	
Reprocessing Technician	6.69	6.90	7.13	7.36	7.63	7.88	8.50	
Transport Escort and Transport Messenger	6.34	6.52	6.77	6.96	7.14	7.43	7.72	
Escort Trainer and Relief Dispatcher	6.39	6.59	6.81	7.00	7.25	7.57	7.86	
Chief Dispatcher	7.57	7.86	8.22	8.55	8.94	9.26	9.54	

Upon ratification of the contract, all employees at the top of the scale will receive a 3% wage increase to the base hourly wage.

Certified Surgical Technician (CST)	=	11.53
Surgical Techniciant (ST)	=	10.14
LPN I	=	11.71
Certified Technician Respiratory	=	11.26
Non-Certified Technician Respiratory and Dialysis Aide	=	9.88
Certified Eligible Technician	=	10.53
Dialysis Technician/Cardiac Care Ass't.	=	10.51
Certified Orthopedic Technician	=	10.14
Orthopedic Technician	=	9.81
Health Unit Coordinator	=	9.56
Monitor Clerks	=	9.56
Unit Aides	=	8.93
Emergency Medical Technicians (EMT)	=	8.93
Mental Health Technicians	=	8.93
House Orderly/Anesthesia Tech.	=	8.93
Surgery Aides, Orderlies	=	8.32
Reprocessing Aide	=	8.32
Reprocessing Equipment Aide	=	8.32
Reprocessing Technician	=	8.76
Transport Escort and Transport Messenger	=	7.95
Escort Trainer and Relief Dispatcher	=	8.10

1 Chief Dispatcher = 9.83
 2 Certified Health Unit Coordinator = 9.83
 3 Rehab/Unit Aide = 9.20
 4 Lead GI Tech = 12.92

5 Effective Payperiod Following 11.01.94

	Start	6 MO	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
6 Cert. Surgical 7 Tech (CST)	9.25	9.61	9.95	10.34	10.70	11.00	11.76	
8 Surgical 9 Technician (ST)	8.26	8.26	8.63	8.94	9.28	9.69	10.34	
10 LPN I	9.11	9.50	9.80	10.18	10.53	10.88	11.19	11.94
11 Certified 12 Technician- 13 Resp.	8.99	9.35	9.69	10.08	10.43	10.74	11.49	
14 Non Cert. 15 Technician 16 Resp. and 17 Dialysis Aide	8.00	8.00	8.36	8.68	9.02	9.42	10.08	
18 Cert. Eligible 19 Technician 20 Resp.	8.26	8.61	8.95	9.35	9.69	10.00	10.74	
21 Dialysis 22 Technician and 23 Cardiac Care 24 Assistant	8.81	9.16	9.22	9.51	9.75	10.17	10.72	
25 Cert. 26 Orthopedic 27 Technician	8.32	8.55	8.76	9.04	9.35	9.69	10.34	
28 Orthopedic 29 Technician	8.01	8.23	8.45	8.73	9.01	9.37	10.01	
30 Health Unit 31 Coordinator	7.44	7.75	8.04	8.27	8.57	8.79	9.75	
32 Monitor Clerks	7.44	7.75	8.04	8.27	8.57	8.79	9.75	
33 Unit Aides	6.93	7.12	7.44	7.69	7.95	8.30	9.11	
34 Emergency 35 Medical Tech. 36 (EMT)	6.93	7.12	7.44	7.69	7.95	8.30	9.11	
37 Mental Health 38 Technician	6.93	7.12	7.44	7.69	7.95	8.30	9.11	
39 Cert Health 40 Unit 41 Coordinator	7.70	8.01	8.30	8.53	8.83	9.05	10.03	
42 Rehab/Unit Aide	7.19	7.37	7.70	7.95	8.21	8.56	9.38	
43 Lead GI Tech	9.17	9.77	10.37	10.98	11.58	12.18	13.18	

Effective Payperiod Following 11.01.94 Continued

	Start	6 MO	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
Anesthesia Tech/House Orderly	6.93	7.12	7.44	7.69	7.95	8.30	9.11	
Surgery Aides, Orderlies	6.33	6.47	6.83	7.10	7.32	7.64	8.49	
Reprocessing Aid	6.40	6.59	6.83	7.10	7.32	7.64	8.49	
Reprocessing Equipment Aide	6.40	6.59	6.83	7.10	7.32	7.64	8.49	
Reprocessing Technician	6.82	7.04	7.27	7.51	7.78	8.04	8.94	
Transport Escort and Transport Messenger	6.47	6.65	6.91	7.10	7.28	7.58	8.11	
Escort Trainer and Relief Dispatcher	6.52	6.72	6.95	7.14	7.40	7.72	8.26	
Chief Dispatcher	7.72	8.02	8.38	8.72	9.12	9.45	10.03	

Section 2. Prior Service Credit

In determining position on the salary schedule, employees who have comparable professional service and/or training at another place of employment, or comparable prior experience at Borgess, may be given credit for one-half (1/2) of his/her years of comparable service.

Section 3. Reassignment Pay

3.1 Reassignment Pay : Whenever an employee is reassigned from their regularly scheduled unit (per their original position posting), they will be paid seventy-five cents (\$0.75) per hour of reassignment pay. It shall be understood that they will not have the option to leave the Medical Center. House Orderlies shall not be eligible to receive the foregoing reassignment pay.

3.2 Float Pay : House Orderlies and Float Health Unit Coordinators shall receive twenty-five cents (\$0.25) per hour in addition to their regular rate of pay. Health Unit Coordinators who are hired to float one or more days per week, in addition to their regular unit assignment (per the original position posting), will receive twenty-five cents (\$0.25) per hour on their scheduled float day.

3.3 Dual Unit Pay : Employees assigned to cover more than one unit (per their original position posting), will receive one dollar and fifty cents (\$1.50) per hour when assigned to cover more than one unit. Article XXIV, Section 8.

1 3.4 Reassignment of employees is the responsibility of Management Staff.
2 Reassignment Pay will be paid when:

- 3 a. An employee is reassigned from their regularly scheduled
4 unit/department.
- 5 b. A regularly scheduled employee has signed the additional hours list
6 on their unit/department and is then reassigned from their own
7 unit/department to another.
- 8 c. A House Orderly has indicated availability to work additional hours.
9 After assignment to a specific unit is reassigned to another
10 unit/department.
- 11 d. An Ortho Tech has indicated availability to work additional hours.
12 After assignment to a specific unit is reassigned to another
13 unit/department.
- 14 e. When a Manager contacts employees to work additional hours outside
15 their regularly scheduled unit/department.

16 Reassignment Pay will not be paid when:

- 17 a. A House Orderly who is functioning as a Unit Aide on a regularly
18 scheduled work day.
- 19 b. A Health Unit Coordinator is functioning as a float Health Unit
20 Coordinator on a regularly scheduled work day.

21 **Section 4.**

22 Employees shall be paid every other Friday as in the past.

23 **Section 5.**

24 Employees are to be at their work stations at the beginning of their shift
25 and leave at the end of their shift unless required to work overtime. An
26 employee who arrives at work after their scheduled starting time will only
27 be docked the actual amount of time that they are late. Borgess will not
28 be responsible to pay overtime if an employee clocks in six (6) minutes or
29 less prior to the commencement of the shift nor, if the employee clocks
30 out six (6) minutes or less after the end of the shift. Computations are
31 made in tenths of an hour.

32 **Section 6.**

33
34 **A. Stand By Pay**

35 Employees who are required to be available for emergency calls shall
36 receive twenty (20) dollars per eight (8) hours shift. Employees who are
37 called to work while on stand-by duty shall receive compensation at the
38 rate of time and one-half (1 1/2) for actual hours worked on each call.
39 An employee shall receive a minimum of two (2) hours of work or pay on
40 each call.

41 **B. Beepers**

42 A total of two (2) beepers will be provided to the Surgery Department for
43 use by CST/ST when required to be on Surgery Stand-By. Employees who fail
44 to return an assigned beeper to the Medical Center will be subject to

1 corrective action.

2 **Section 7. Direct Deposit**

3 Borgess Medical Center agrees to make net pay deposits authorized by the
4 employees consistent with its Direct Deposit Program.

5 **Section 8. Shift Differential**

6 Weekend is defined as 11 p.m. Friday to 11 p.m. Sunday.

7 Weekend days Saturday and Sunday (7-3) \$0.55 per hour. 3-11, 11-7 \$1.05
8 per hour.

9 Weekdays (3-11 and 11-7) \$0.55 per hour.

10 **Section 9.**

11 A. Code 0 Team

12 Code 0 Team members will be paid one dollar (\$1.00) per hour in addition
13 to their regular rate of pay and any other applicable premium.

14 B. Code Team Pay

15 Code 0 Team Pay will be paid when:

- 16 1. The House Orderly is assigned as such.
17 2. The House Orderly is assigned to a unit on his regularly
18 scheduled day.

19 Code 0 Team Pay will not be paid when:

- 20 1. The House Orderly works additional hours, expected/unexpected
21 as a PCT on a specific unit.

22 **Section 10. Charge Nurse Pay**

23 Any LPN's who are required to work in a Charge Nurse capacity shall
24 receive an additional sixty-five cents (\$0.65) per hour. This capacity
25 shall not be mandatory for any LPN.

26 **Section 11. Emergency Trauma Transport**

27 Emergency Room Trauma Transport team members will receive an additional
28 fifty cents (\$0.50) per hour when assigned to Trauma Transport Team duty.

29 **Section 12.**

30 When the most senior voluntary escort works as a Relief Dispatcher they
31 will be compensated twenty cents (\$0.20) per hour more for the time they
32 perform these duties. This pertains to covering only for breaks and lunch
33 when a Relief Dispatcher is not available except on Saturday or Sunday
34 evenings.

35 When an Escort/Relief Dispatcher works as a Chief Dispatcher they will be
36 compensated fifty cents (\$0.50) per hour more for the time they perform
37 these duties. This additional premium will only be paid when the Chief
38 Dispatcher is not on duty and will not be paid for break and lunch
39 coverage of the Chief Dispatcher.

1 **Section 13. Preceptors**

2 When considering employees for assignments as preceptors the Medical
3 Center may seek qualified volunteers prior to assigning this task.

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ARTICLE XIX

INSURANCE

- A. A flexible benefit plan is provided by Borgess Medical Center to each properly enrolled full-time and regular part-time employee. This coverage is to include coverage for eligible dependents of full-time and regular part-time employees.
1. The available core level plan for eligible employees is as follows:
 - a. Borgess Touch Medical Program (including Wellness program).
 - b. Prescription Drug Program (exclusive to BMC Pharmacy).
 - c. Basic Dental Program.
 - d. Basic Life and AD & D.
 - e. Short Term Disability.
 - f. Paid Time Off.
 - g. Employee Assistance.
 - h. Educational Reimbursement.
 - i. Adoption Assistance.
 - j. Cafeteria Discount.
 - k. Free Parking.
 2. 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 (full-time or regular part-time).
 3. Enrollment for the flexible benefit program will be on an annual basis. Current enrollment is effective through 12/31/93. Upon ratification, the Medical Center will have up to sixty (60) days to enroll employees. The new benefit year will coincide with this enrollment and will be effective through 12/31/94. The subsequent enrollment period will occur prior to January 1, 1995 and be effective through 10/31/95. 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, BMC agrees to sit down and discuss these costs with Local 79.
 4. The Medical Center may change insurance carriers, so long as, benefits remain substantially equivalent. In addition, the Medical Center may modify the delivery of a benefit as long as, the benefit itself remains substantially equivalent.
- B. Wellness Program. Employees and eligible dependents may receive the following preventative types of services on the schedule as described in the flexible benefit plan design:

- | | | |
|----|-------------------------------|-----------------------------------|
| 1 | 1. Well Physical Exam | 13. Blood Pressure Exam |
| 2 | 2. Eye Exam | 14. EKG |
| 3 | 3. Hearing Screen | 15. Hepatitis B Vaccine |
| 4 | 4. Pap Smear | 16. Hepatitis Screen |
| 5 | 5. Osteoporosis Test | 17. Pregnancy Screen |
| 6 | 6. Mammogram | 18. Throat Culture |
| 7 | 7. Drugs-Estrogen Replacement | 19. Tuberculin Test |
| 8 | 8. Hypertension Screening | 20. Chest X-Ray |
| 9 | 9. Preventative | 21. Urinalysis |
| 10 | 10. Well Baby Care | 22. Blood Screening |
| 11 | 11. Immunizations | 23. Outpatient Diabetes Education |
| 12 | 12. HIV Test | |

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

15 C. Life Insurance and Accidental Death and Dismemberment will be available
 16 through the BMC flexible benefit program.

17 D. A short term and long term disability income plan will be available
 18 through the BMC flexible benefit program.

19 E. A dental plan will be available through the BMC flexible benefit
 20 program.

21 F. An optical plan will be available through the BMC flexible benefit
 22 program.

23 G. Employees may purchase continued insurance coverage according to federal
 24 guidelines.

25 H. Emergency treatment for on-the-job illness and accidents which may
 26 interfere with an employee's ability to carry out responsibilities shall
 27 be provided without charge to the employee. In case of job related
 28 accidents or injuries, all laboratory tests, x-rays, drugs, and treatments
 29 ordered by the Medical Center physician will be paid by Borgess.

30 I. Workers Compensation -
 31 The Medical Center will maintain the employees benefits consistent with
 32 state Worker Compensation statutes and regulations and the Family and
 33 Medical Leave Act.

34 J. The following options are available through the "Touch Your Future"
 35 flexible benefit package:

36	Medical Plan	Dental	Dependent Life
37	Life and AD&D	Prescription	Wellness
38	Short-Term Disability	Long-Term Disability	Optical

1 K. Retirement

- 2 1. The Medical Center plan concerning retirement income supplement shall
3 remain in effect. This plan presently is a non-contributory defined
4 benefit plan administered by the First National Bank and Trust Company of
5 Michigan, as trustee. Copies of a summary plan description detailing its
6 provisions are available to all employees through the Medical Center's
7 Personnel Office. January 1, 1986, the plan formula shall be as follows:
8 .75% of 1st \$550.00, 1.4% of earnings in excess thereof. No other changes
9 have been made in the plan. The foregoing formula applies to earnings
10 after January 1, 1986. Five (5) year vesting effective January 1, 1989.
- 11 2. For employees retiring on or after October 1, 1993, the Medical Center
12 will provide a supplemental medical and prescription drug benefit covering
13 only the retiree (no spouse or dependent coverage) as follows:
- 14 A. The retiring employee will be eligible to receive from the
15 Medical Center reimbursement for actual sums spent to purchase
16 supplemental Medicare or "Medi-Gap" coverage from a company
17 and with coverage amounts of her/his choice in an amount not
18 to exceed the amounts set forth in the schedule set forth
19 below:
- 20 1. for employees retiring after 15-20 years of continuous
21 service - \$1,600.00 per year.
- 22 2. for employees retiring after 21-25 years of continuous
23 service - \$1,850.00 per year.
- 24 3. for employees retiring after 26+ years of continuous
25 service - \$2,000.00 per year.
- 26 3. Employees retiring from the Medical Center are eligible to receive amounts
27 set forth in paragraph 2 above under the following conditions:
- 28 A. The retiree must (i) retire from the Medical Center, (ii) be
29 at least 60 years of age at the time of retirement, and (iii)
30 receive, or be eligible to receive at age 65, a retirement
31 pension benefit from the Medical Center.
- 32 B. The retiree is not eligible to receive the reimbursement
33 amount until s/he qualifies for and receives Medicare.
34 Additionally, the retiree is not eligible to receive the
35 reimbursement if s/he obtains such coverage from an alternate
36 source.
- 37 C. To obtain reimbursement, the retiree must submit to the
38 Personnel Department an invoice or other proof of purchase of
39 the Medicare supplemental or "Medi-Gap" policy.
- 40 4. Employees retiring from the Medical Center prior to 10/01/93 will be
41 eligible to receive supplemental Medicare benefits in accordance with the
42 Medical Center's existing policy. Prescription benefits will be continued
43 to current retirees during the term of this Agreement if available to
44 active employees.

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

6 L. The parties agree that if at any time during the term of this Agreement,
7 a national health insurance policy is statutorily mandated which changes
8 the coverage requirements called for in this Agreement, or which creates
9 costs not anticipated by this collective bargaining agreement, that the
10 parties will reopen the Agreement for purposes of adjusting their language
11 to comply with the statutory mandate as well as to adjust, through the
12 negotiating process, the economic impact of any adjustment required.

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ARTICLE XX

USE OF FACILITIES

Section 1. Bulletin Boards

The Union will be allowed to use the Union Bulletin board, Medical Center Bulletin Boards, and conference room bulletin boards with the knowledge of the Personnel Director on days and the Evening Administrator and/or Night Administrator on evenings and nights for the following:

1. Employee's seniority list.
2. Notice of meetings.
3. Notices of elections.
4. Notices of results of elections.

The Union agrees not to abuse this privilege.

For matters pertaining to the administration of this collective bargaining agreement, and subject to prior approval from Personnel Services, the Medical Center will provide an appropriate room, subject to availability.

1 ARTICLE XXI

2 GENERAL

3 Section 1. Supervision

4 In relation to patient care, employees shall receive instructions from and
5 be responsible only to their immediate supervisor or appropriate designee,
6 except in the case of an emergency situation.

7 Section 2. Modifying Contract

8 It is mutually agreed that the specific terms, provisions or conditions of
9 this Agreement can be changed or modified any time during its term, by
10 mutual written consent of Borgess and the Union.

11 Section 3. Non-Bargaining Unit

12 Except as otherwise provided in this Agreement individuals not covered by
13 the terms of this Agreement may temporarily perform work covered by this
14 Agreement for the purpose of instruction, training, experimentation, or,
15 if in the opinion of Borgess, an emergency exists. "Emergency" herein
16 shall be defined as a time when there would be a particular job need an
17 qualified employee within the bargaining unit is available to perform this
18 work. "Instruction" and "training" for the purpose of this Article shall
19 be intended for the instructing and training of employees.
20 "Experimentation" for the purpose of this Article shall be intended for
21 the development of procedures for a particular job need.

22 Section 4. Work Rules

23 Existing work rules shall be furnished to the Union. New work rules shall
24 be reasonable. All new work rules and regulations, for which an employee
25 may be disciplined or discharged, shall be posted and submitted to the
26 Union in writing at least ten (10) calendar days prior to the effective
27 date of the work rule. The Union shall have until the effective date to
28 object to the proposed work rule; in no event shall the effective date be
29 less than ten (10) calendar days after the posting and notification to the
30 Union.

31 If the Union objects to the proposed work rule, the parties shall meet and
32 attempt to resolve the difference.

33 Section 5. Employee's Death

34 In case of an employee's death, payment of accrued wages and economic
35 benefits shall be paid under Michigan Statutes.

36 Section 6. Validity

37 If any provisions of this agreement becomes invalid under existing or
38 future laws, State or Federal, the remainder of this agreement shall not
39 be effected in any way. Those provisions which became invalid shall be
40 renegotiated.

1 **Section 7. Computing Benefits**

2 For purposes of computing benefits other than overtime and premium pay for
3 consecutive days under this agreement; PTO (A), PTO (B), PTO (AE),
4 bereavement leave, jury duty, and union leave days shall be considered as
5 hours worked.

6 **Section 8. Dual Unit Responsibility**

7 Certified Health Unit Coordinators/Non-Certified Health Unit Coordinators
8 may be assigned to dual units as reasonably necessary, based on census and
9 associated activity level.

10 **Section 9. Weekend Rotation 1977**

11 Hemodialysis and Respiratory Therapy employees shall be scheduled a
12 minimum of every third weekend off. All other employees shall be
13 scheduled a minimum of every other weekend off.

14 NOTE: Effective September 1, 1977, employees in Hemodialysis and
15 Respiratory Therapy shall receive every other weekend off when staffing
16 permits. However, if staffing does not permit every other weekend off,
17 employees will receive time and one-half (1 1/2) their regular rate of pay
18 for all hours worked on the second and all additional consecutive weekends
19 of work.

20 **Section 10. Exchange Days**

21 Employees may complete exchange of day form following the procedure noted
22 on these forms. Exchange of days may be implemented with 48 hours notice
23 provided that the employees obtain their supervisor's signature on the
24 form prior to the exchange.

25 **Section 11. Succession**

26 Issues related to the application of this Agreement, or the duty to
27 bargain with the Union, in matters regarding the sale, transfer,
28 disposition or reorganization of the Medical Center, shall be resolved
29 according to the provisions of the National Labor Relations Act as
30 interpreted by the National Labor Relations Board and the Federal Courts.

31 **Section 12. Attendance Bonus**

32 a. Employees will receive one (1) credit for each pay period of perfect
33 attendance.

34 b. Employees who accumulate six (6) credits within a quarter will be
35 qualified to receive a Series E U.S. Savings Bond as follows:

36	Full-time Status	=	\$100.00
37	Regular Part-time Status	=	50.00
38	Part-time Status	=	25.00*

39 *Because \$25.00 bonds are not available, credit will be given toward
40 a \$50.00 bond.

1 c. For the purposes of this section, employees status shall be defined
2 as indicated within Article I, Section 2. Employee status will be
3 designated as that which is held on the last day of the pay period
4 of the applicable quarter.

5 d. To receive a credit for perfect attendance an employee must be
6 engaged in active employment, work all scheduled hours, and report
7 to their work stations at the start of their scheduled shift.
8 Absenteeism, tardiness, and failure to badge will disqualify an
9 employee from receipt of a credit within the applicable period.

10 e. Quarters shall be defined as follows: (Closest pay period
11 beginning)

12	1. December, January, February	11/28/93 - 02/19/94
13	2. March, April, May	02/20/94 - 05/28/94
14	3. June, July, August	05/29/94 - 09/03/94
15	4. September, October, November	09/04/94 - 11/26/94
16	5. December, January, February	11/27/94 - 02/18/95
17	6. March, April, May	02/18/95 - 05/27/94
18	7. June, July, August	05/28/95 - 08/19/95
19	8. September, October, November	08/20/95 - 11/25/95

20 **Section 13. Job Descriptions**

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

23 **Section 14. Safety**

24 Borgess is committed to a safe work place, as well as safety for its
25 patients, visitors and invitees. In that respect, Borgess shall make
26 reasonable provisions for safety and health of all of its employees,
27 patients, visitors and others. The Union and its members commit to abide
28 to safety rules and standards, as well as Borgess policies with respect to
29 safety.

30 **Section 15. Employee Information**

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

36 **Section 16. Termination of Employment**

37 A minimum of two (2) weeks written notice is required to qualify for
38 payment of any unused benefit time if the employee is otherwise eligible
39 for the same. All identification badges, keys, paid prescription card,
40 etc., also need to be returned to Personnel Services before the payment of
41 unused benefit time to eligible employees will be authorized.

42 **Section 17. Local 79 Concerns Committee**

43 Bargaining committees from Local 79 and Borgess Medical Center will meet
44 at mutually agreed times to discuss matters which would be of benefit and
45 welfare of the Medical Center and employees.

1 **Section 18. Forms**

2 The Medical Center agrees to provide the Union a copy of all new or
3 revised Human Resource forms which are applicable to this bargaining unit,
4 prior to their implementation.

1 Legal Holidays:

2 See Article XII, Section 3, B and Article X, Section 2.

3 Easter Sunday:

4 See Article XII, Section 3, B.

5 Shift Differential:

6 7:00 a.m. - 7:30 p.m. = weekends only

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

8 Jury Duty:

9 Follow contractual language. Twelve hour shift will be utilized for
10 payment. If employee reports for jury duty and is not required to stay 12
11 hours, the employee will then be compensated for time spent during jury
12 duty only. In order to receive payment for the 12 hours, the employee
13 must work the number of hours not spent performing jury duty.

14 Funeral Days:

15 See Article XII, Section 4.

16 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

17 If an employee on the 3-day/12-hour schedule attends an approved
18 conference/workshop/union leave/delegate day/required inservice on a
19 scheduled work day, he/she will receive 12 hours pay. If scheduled off,
20 the employee will no receive pay.

21 Required inservice classes (which are necessary to perform position
22 responsibilities) specific to the work area, shall be paid at the rate of
23 time and one-half (1 1/2) for all time spent in excess of normal workday
24 or work period. Such inservice classes with required attendance shall be
25 scheduled one (1) week in advance. No employee shall be required to
26 attend such classes more than once in any month, except for critical care
27 classes or classes scheduled during the employee's regularly scheduled
28 shift. Required inservice classes shall be identified as such when
29 scheduled.

30 Weekends:

31 Those employees working the 12-hour shift will be scheduled to work every
32 third weekend. If for any reason this scheduling practice results in an
33 inadequate staff/patient ratio that is not considered reasonable by the
34 Medical Center, staff members will meet together for the purposes of
35 remedying the situation. Of no solution is forthcoming, then Article VII,
36 Section 4 will apply as necessary.

37 Posting:

38 As 3-day/36-hour employees terminate/transfer, these positions may be
39 posted as such. See Article X.

1 Eligibility/Transfer:

2 All 12-hour shifts will be full-time positions. Employees without
3 previous experience in the area to which they are hired will not be
4 eligible for the 12-hour shift during their first six (6) months on the
5 unit unless approved otherwise by the Director/Department Manager.

6 In order to transfer from this shift, the employee must sign a posting and
7 be awarded another position.

8 Consecutive Days:

9 See Article VII, Section 8.

10 Employee must work a minimum of eight (8) hours to be eligible for
11 consecutive day payment.

1 Shift Differential:

2 Per Contract.

3 Jury Duty:

4 Follow contractual language. Ten hour shift will be utilized for payment.

5 Funeral Days:

6 See Article XII, Section 4.

7 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

8 If an employee on the 4-day/10-hour schedule attends an approved
9 conference/workshop/union leave/delegate day/required inservice on a
10 scheduled work day, he/she will receive 10 hours pay. If scheduled off,
11 the employee will no receive pay.

12 Required inservice classes (which are necessary to perform position
13 responsibilities) specific to the work area, shall be paid at the rate of
14 time and one-half (1 1/2) for all time spent in excess of normal workday
15 or work period. Such inservice classes with required attendance shall be
16 scheduled one (1) week in advance. No employee shall be required to
17 attend such classes more than once in any month, except for critical care
18 classes or classes scheduled during the employee's regularly scheduled
19 shift. Required inservice classes shall be identified as such when
20 scheduled.

21 Posting:

22 As 4-day/40-hour employees terminate/transfer, these positions may be
23 posted as such. See Article X.

24 Eligibility/Transfer:

25 All 10-hour shifts will be full-time positions.

26 In order to transfer from this shift, the employee must sign a posting and
27 be awarded another position.

28 Consecutive Days:

29 See Article VII, Section 8.

30 Employee must work a minimum of eight (8) hours to be eligible for
31 consecutive day payment.

1 Legal Holidays:

2 See Article XII, Section 3, B and Article X, Section 2.

3 Easter Sunday:

4 See Article XII, Section 3, B.

5 Shift Differential:

6 7:00 a.m. - 7:30 p.m. = weekends only

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

8 Jury Duty:

9 Follow contractual language. Twelve hour shift will be utilized for
10 payment. If employee reports for jury duty and is not required to stay 12
11 hours, the employee will then be compensated for time spent during jury
12 duty only. In order to receive payment for the 12 hours, the employee
13 must work the number of hours not spent performing jury duty.

14 Funeral Days:

15 See Article XII, Section 4.

16 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

17 If an employee on the 3-day/12-hour schedule attends an approved
18 conference/workshop/union leave/delegate day/required inservice on a
19 scheduled work day, he/she will receive 12 hours pay. If scheduled off,
20 the employee will no receive pay.

21 Required inservice classes (which are necessary to perform position
22 responsibilities) specific to the work area, shall be paid at the rate of
23 time and one-half (1 1/2) for all time spent in excess of normal workday
24 or work period. Such inservice classes with required attendance shall be
25 scheduled one (1) week in advance. No employee shall be required to
26 attend such classes more than once in any month, except for critical care
27 classes or classes scheduled during the employee's regularly scheduled
28 shift. Required inservice classes shall be identified as such when
29 scheduled.

30 Weekends:

31 Those employees working the 12-hour shift will be scheduled to work every
32 third weekend. If for any reason this scheduling practice results in an
33 inadequate staff/patient ratio that is not considered reasonable by the
34 Medical Center, staff members will meet together for the purposes of
35 remedying the situation. Of no solution is forthcoming, then Article VII,
36 Section 4 will apply as necessary.

37 Posting:

38 As 3-day/36-hour employees terminate/transfer, these positions may be
39 posted as such. See Article X.

1 Eligibility/Transfer:

2 All 12-hour shifts will be full-time positions. Employees without
3 previous experience in the area to which they are hired will not be
4 eligible for the 12-hour shift during their first six (6) months on the
5 unit unless approved otherwise by the Director/Department Manager.

6 In order to transfer from this shift, the employee must sign a posting and
7 be awarded another position.

8 Consecutive Days:

9 See Article VII, Section 8.

10 Employee must work a minimum of eight (8) hours to be eligible for
11 consecutive day payment.

1 **FACT SHEET #IV**
2 Health Unit Coordinators
3 12-Hour Shift (2-day/24-hour week)
4 Current RPT Employees
5 Between 07/31/88 and 02/07/92

6 Work Hours:

7 The work period for employees working a 2-day/24-hour schedule begins at
8 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

9 Overtime:

10 Overtime will be paid for all hours worked in excess of 12 hours in a day
11 at the rate of time and one-half. Overtime will be paid for all hours
12 worked in excess of 40 hours in a work week at the rate of time and one-
13 half, assuming such hours have not already met the daily overtime
14 requirements.

15 PTO A:

16 If the employee takes one PTO-A day, it will be paid as 12 hours. For the
17 purpose of defining PTO-A day, one day equals 12-hour pay until the
18 maximum hours for PTO-A have been reached based on the present scale.

19 PTO-A Schedule - See Article XII for PTO-A scale.

20 Benefits:

21 For the purpose of computing benefits, 2-day/24-hour employees will be
22 considered regular part time.

23 PTO-B:

24 If an employee on the 2-day/12-hour schedule is on unscheduled time off
25 (PTO-B), payment will be made based on the 12-hour day. In other word, if
26 an employee is on unscheduled time off (PTO-B) for one day, he/she will be
27 paid on the basis of 12 hours.

28 For the purposes of defining PTO-B, one day equals 12 hours until the
29 maximum of 48 hours for PTO-B pay have been reached.

30 PTO-B Schedule - See Article XII.

31 Rest Period:

32 Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free
33 lunch period are allowed during the 12-hour shift.

34 Legal Holidays:

35 See Article XII, Section 3, B and Article X, Section 2.

36 Easter Sunday:

37 See Article XII, Section 3, B.

1 Shift Differential:

2 7:00 a.m. - 7:30 p.m. = weekends only

3 7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

4 Jury Duty:

5 Follow contractual language. Twelve hour shift will be utilized for
6 payment. If employee reports for jury duty and is not required to stay 12
7 hours, the employee will then be compensated for time spent during jury
8 duty only. In order to receive payment for the 12 hours, the employee
9 must work the number of hours not spent performing jury duty.

10 Funeral Days:

11 See Article XII, Section 4.

12 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

13 If an employee on the 2-day/12-hour schedule attends an approved
14 conference/workshop/union leave/delegate day/required inservice on a
15 scheduled work day, he/she will receive 12 hours pay. If scheduled off,
16 the employee will no receive pay.

17 Required inservice classes (which are necessary to perform position
18 responsibilities) specific to the work area, shall be paid at the rate of
19 time and one-half (1 1/2) for all time spent in excess of normal workday
20 or work period. Such inservice classes with required attendance shall be
21 scheduled one (1) week in advance. No employee shall be required to
22 attend such classes more than once in any month, except for critical care
23 classes or classes scheduled during the employee's regularly scheduled
24 shift. Required inservice classes shall be identified as such when
25 scheduled.

26 Weekends:

27 Those employees working the 12-hour shift will be scheduled to work every
28 third weekend. If for any reason this scheduling practice results in an
29 inadequate staff/patient ratio that is not considered reasonable by the
30 Medical Center, staff members will meet together for the purposes of
31 remedying the situation. Of no solution is forthcoming, then Article VII,
32 Section 4 will apply as necessary.

33 Posting:

34 As 2-day/24-hour employees terminate/transfer, these positions may be
35 posted as such. See Article X.

36 Eligibility/Transfer:

37 Twelve (12) hour shifts may be full time or regular part time positions.
38 In order to transfer from this shift, the employee must sign a posting and
39 be awarded another positions.

1 Consecutive Days:

2 See Article VII, Section 8.

3 Employee must work a minimum of eight (8) hours to be eligible for
4 consecutive day payment.

FACT SHEET #V
12-Hour Shift (3-day/36-hour week)
Effective 02/07/92

Work Hours:

The work period for employees working a 3-day/36-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

Overtime:

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

PTO A:

When an employee working the 3-day/12-hour schedule takes PTO-A time, the employee will receive pay for each week (40 hours of PTO-A) and will be paid 40 hours wage for each week of PTO-A taken.

If the employee takes one PTO-A day, it will be paid as 12 hours. For the purpose of defining PTO-A day, one day equals 12-hour pay until the maximum hours for PTO-A have been reached based on the present scale.

PTO-A Schedule - See Article XII for PTO-A scale.

Benefits:

For the purpose of computing benefits, 3-day/36-hour employees will be considered full-time.

PTO-B:

If an employee on the 3-day/12-hour schedule is on unscheduled time off (PTO-B), payment will be made based on the 12-hour day. In other word, if an employee is on unscheduled time off (PTO-B) for one day, he/she will be paid on the basis of 12 hours.

For the purposes of defining PTO-B, one day equals 12 hours until the maximum of 48 hours for PTO-B pay have been reached.

PTO-B Schedule - See Article XII.

Rest Period:

Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free lunch period are allowed during the 12-hour shift.

Legal Holidays:

See Article XII, Section 3, B and Article X, Section 2.

1 Shift Differential:

2 7:00 a.m. - 7:30 p.m. = weekends only

3 7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

4 Jury Duty:

5 Follow contractual language. Twelve hour shift will be utilized for
6 payment. If employee reports for jury duty and is not required to stay 12
7 hours, the employee will then be compensated for time spent during jury
8 duty only. In order to receive payment for the 12 hours, the employee
9 must work the number of hours not spent performing jury duty.

10 Funeral Days:

11 See Article XII, Section 4.

12 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

13 If an employee on the 3-day/12-hour schedule attends an approved
14 conference/workshop/union leave/delegate day/required inservice on a
15 scheduled work day, he/she will receive 12 hours pay. If scheduled off,
16 the employee will no receive pay.

17 Required inservice classes (which are necessary to perform position
18 responsibilities) specific to the work area, shall be paid at the rate of
19 time and one-half (1 1/2) for all time spent in excess of normal workday
20 or work period. Such inservice classes with required attendance shall be
21 scheduled one (1) week in advance. No employee shall be required to
22 attend such classes more than once in any month, except for critical care
23 classes or classes scheduled during the employee's regularly scheduled
24 shift. Required inservice classes shall be identified as such when
25 scheduled.

26 Weekends:

27 Those employees working the 12-hour shift will be scheduled to work every
28 third weekend. If for any reason this scheduling practice results in an
29 inadequate staff/patient ratio that is not considered reasonable by the
30 Medical Center, staff members will meet together for the purposes of
31 remedying the situation. Of no solution is forthcoming, then Article VII,
32 Section 4 will apply as necessary.

33 Posting:

34 As 3-day/36-hour employees terminate/transfer, these positions may be
35 posted as such. See Article X.

36 Eligibility/Transfer:

37 Twelve (12) hour shifts may be full time or regular part time positions.
38 In order to transfer from this shift, the employee must sign a posting and
39 be awarded another positions.

1 Consecutive Days:

2 See Article VII, Section 8.

3 Employee must work a minimum of eight (8) hours to be eligible for
4 consecutive day payment.

FACT SHEET #VI
12-Hour Shift (2-day/24-hour week)
Effective 02/07/92

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4 Work Hours:

5 The work period for employees working a 2-day/24-hour schedule begins at
6 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

7 Overtime:

8 Overtime will be paid for all hours worked in excess of 12 hours in a day
9 at the rate of time and one-half. Overtime will be paid for all hours
10 worked in excess of 40 hours in a work week at the rate of time and one-
11 half, assuming such hours have not already met the daily overtime
12 requirements.

13 PTO A:

14 If the employee takes one PTO-A day, it will be paid as 12 hours. For the
15 purpose of defining PTO-A day, one day equals 12-hour pay until the
16 maximum hours for PTO-A have been reached based on the present scale.

17 PTO-A Schedule - See Article XII for PTO-A scale.

18 Benefits:

19 For the purpose of computing benefits, 2-day/24-hour employees will be
20 considered regular part-time.

21 PTO-B:

22 If an employee on the 2-day/12-hour schedule is on unscheduled time off
23 (PTO-B), payment will be made based on the 12-hour day. In other word, if
24 an employee is on unscheduled time off (PTO-B) for one day, he/she will be
25 paid on the basis of 12 hours.

26 For the purposes of defining PTO-B, one day equals 12 hours until the
27 maximum of 48 hours for PTO-B pay have been reached.

28 PTO-B Schedule - See Article XII.

29 Rest Period:

30 Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free
31 lunch period are allowed during the 12-hour shift.

32 Legal Holidays:

33 See Article XII, Section 3, B and Article X, Section 2.

34 Easter Sunday:

35 See Article XII, Section 3, B.

1 Shift Differential:

2 7:00 a.m. - 7:30 p.m. = weekends only

3 7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

4 Jury Duty:

5 Follow contractual language. Twelve hour shift will be utilized for
6 payment. If employee reports for jury duty and is not required to stay 12
7 hours, the employee will then be compensated for time spent during jury
8 duty only. In order to receive payment for the 12 hours, the employee
9 must work the number of hours not spent performing jury duty.

10 Funeral Days:

11 See Article XII, Section 4.

12 Conference/Workshop Days/Union Leave/Delegate Days/Required Inservice:

13 If an employee on the 2-day/12-hour schedule attends an approved
14 conference/workshop/union leave/delegate day/required inservice on a
15 scheduled work day, he/she will receive 12 hours pay. If scheduled off,
16 the employee will no receive pay.

17 Required inservice classes (which are necessary to perform position
18 responsibilities) specific to the work area, shall be paid at the rate of
19 time and one-half (1 1/2) for all time spent in excess of normal workday
20 or work period. Such inservice classes with required attendance shall be
21 scheduled one (1) week in advance. No employee shall be required to
22 attend such classes more than once in any month, except for critical care
23 classes or classes scheduled during the employee's regularly scheduled
24 shift. Required inservice classes shall be identified as such when
25 scheduled.

26 Weekends:

27 Those employees working the 12-hour shift will be scheduled to work a
28 maximum of every other weekend.

29 Posting:

30 As 2-day/24-hour employees terminate/transfer, these positions may be
31 posted as such. See Article X.

32 Eligibility/Transfer:

33 Twelve (12) hour shifts may be full time or regular part time positions.
34 In order to transfer from this shift, the employee must sign a posting and
35 be awarded another positions.

36 Consecutive Days:

37 See Article VII, Section 8.

38 Employee must work a minimum of eight (8) hours to be eligible for
39 consecutive day payment.

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ARTICLE XXIII

DURATION AND AMENDMENT

This Agreement shall remain in full force covering the period March 8, 1994 to November 1, 1995 and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, ninety (90) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

- a. The Union and Borgess each agree to pay one-half (1/2) the cost of printing the Agreement.
- b. The wages as appearing in Article XVIII shall be effective the closest pay period.
- c. The seniority dates specified in Article VIII relate to the employee's date of hire, and not the anniversary date of the Agreement.

1 APPENDIX I

2 FACT SHEET #I
3 12-Hour Shift (3-day/36-hour week)
4 Effective Prior to 12/13/81

5 Departments

6 CCU
7 CSU
8 ICU
9 NCU

10 Work Hours

11 The work period for employees working a 3-day/36-hour schedule begins at 7:01
12 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

13 Overtime

14 Overtime will be paid for all hours worked in excess of 12 hours in a day at the
15 rate of time and one-half. Overtime will be paid for all hours worked in excess
16 of 40 hours in a work week at the rate of time and one-half, assuming such hours
17 have not already met the daily overtime requirements.

18 PTO-A

19 When an employee working the 3-day/12-hour schedule takes PTO-A, the employee
20 will receive PTO-A pay for each week, and will be paid a full week's wage for
21 each week of PTO-A taken. If an employee takes a PTO-A day, it will be paid as
22 12 hours. For the purpose of defining PTO-A days, one day equals 12 hours pay
23 until the maximum hours for PTO-A have been reached.

24 Rate of Pay

25 Employees who work 3 days (36 hours) will receive pay for 40 hours.

26 Benefits

27 for the purpose of computing benefits, 3-day/36-hour employees will be considered
28 full-time.

29 PTO-B

30 If an employee on a 3-day/12-hour schedule is on unscheduled time off (PTO-B),
31 payment will be made based on the 12-hour day. In other words, if an employee
32 is on PTO-B for one day, he/she will be paid on the basis of 12 hours.

33 For the purpose of defining PTO-B days, one day equals 12 hours until the maximum
34 of 48 hours for PTO-B pay have been reached.

35 Rest Period

36 Two (2) 15-minute periods and one (1) 45-minute unpaid duty-free lunch period are
37 allowed during the 12-hour shift.

PTO-A

1 PTO-A will be paid as follows:

2 Up to 1 year

1 year up to 2 years

3	1 Birthday Holiday	12	1 Birthday Holiday	12
4	2 Personal Days	24	2 Personal Days	24
5	6 Legal Holidays	72	6 Legal Holidays	72
6	1 Spring Holiday	<u>12</u>	1 Float Day	12
7	Total PTO-A	120	1 Spring Holiday	<u>12</u>
8			Total PTO-A	132

9 Legal Holidays

10 See ARTICLE XIII, A-6 and ARTICLE X, Section 2.

11 Easter Sunday

12 See ARTICLE XIII, C-2, 3.

13 Shift Differential

14 7:00 a.m. - 7:30 p.m. = weekends only
15 7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

16 Jury Duty

17 Follow contractual language. 12-hour shift will be utilized for payment. If
18 employee reports for jury duty and is not required to stay 12 hours, the employee
19 will then be compensated for time spent during jury duty only. In order to
20 receive payment for the 12 hours, the employee must work the number of hours not
21 spent performing jury duty.

22 Funeral Days

23 See ARTICLE XIII, Section 3.

24 Conference/Workshop Days/Union Leave/Delegate Days

25 If an employee on the 3-day/12-hour schedule attends an approved
26 conference/workshop/union leave/delegate day on a scheduled work day, he/she will
27 receive 12 hours pay. if scheduled off, the employee will not receive pay.

28 Weekends

29 Those employees working the 12-hour shift will be scheduled to work every third
30 weekend. If for any reason this scheduling practice results in an inadequate
31 staff/patient ratio that is not considered reasonable by the Medical Center,
32 staff members will meet together for the purposes of remedying the situation.
33 If no solution is forthcoming, then ARTICLE VII, Section 4 will apply.

34 Posting

35 As 3-day/36-hour employees terminate/transfer, these positions may be posted as
36 such. See ARTICLE X.

37 Eligibility/Transfer

1 All 12-hour shifts will be full-time positions. Employees without previous
2 experience in the area to which they are hired and/or GNs will not be eligible
3 for the 12-hour shift during their first six months on the unit unless approved
4 otherwise by the Director/Department Manager.

5 In order to transfer from this shift, the employee must sign a posting and be
6 awarded another position.

7 Consecutive Days

8 See Article VII, Section I.

9 Employees must work a minimum of eight (8) hours to be eligible for consecutive
10 day payment.

1 APPENDIX I

2 FACT SHEET #I
3 10-Hour Shift (4-day/40-hour week)
4 Effective Prior to 12/13/81

5 Departments

6 3NE 5E
7 3NW 2C
8 2NW 4W

9 Work Hours

10 The work period for employees working a 4-day/40-hour schedule begins at 11:01
11 p.m. Saturday and continues to the following Saturday at 11:00 p.m.

12 Overtime

13 Overtime will be paid for all hours worked in excess of 10 hours in a day at the
14 rate of time and one-half. Overtime will be paid for all hours worked in excess
15 of 40 hours in a work week at the rate of time and one-half, assuming such hours
16 have not already met the daily overtime requirements.

17 PTO-A

18 When an employee working the 4-day/10-hour schedule takes PTO-A time, the
19 employee will receive PTO-A pay for each week, and will be paid a full week's
20 wage for each week of PTO-A taken. If an employee takes a PTO-A day, it will be
21 paid as 10 hours. For the purpose of defining PTO-A days, one day equals 10
22 hours pay until the maximum hours for PTO-A have been reached.

23 PTO-B

24 If an employee on the 4-day/10-hour schedule is on unscheduled time off (PTO-B),
25 payment will be made based on the 10-hour day. In other words, if an employee
26 is on PTO-B for one day, he/she will be paid on the basis of 10 hours.

27 For the purposes of defining PTO-B days, one day equals 10 hours until the
28 maximum of 48 hours for PTO-B pay has been reached.

29 PTO A

30 PTO-A will be paid as follows:

31 Up to 1 year

1 year up to 2 years

32	2 Floating Holidays	20	2 Floating Holidays	20
33	1 Birthday Holiday	10	1 Birthday Holiday	10
34	2 Personal Days	10	2 Personal Holidays	10
35	6 Legal Holidays	60	6 Legal Holidays	60
36	1 Spring Holiday	<u>10</u>	1 Float Day	10
37	Total PTO-A	130	1 Spring Holiday	<u>10</u>
38			Total PTO-A	140

39 Legal Holidays

40 See ARTICLE XIII, A-6 and ARTICLE X, Section 2.

1 Easter Sunday

2 See ARTICLE XIII, C-2, 3.

3 Shift Differential

4 Per contract.

5 Jury Duty

6 Follow contractual language. 10-hour shift will be utilized for payment.

7 Funeral Days

8 See ARTICLE XIII. Section 3.

9 Conference/Workshop Days/Union Leave/Delegate Days

10 If an employee on the 4 day/10-hour schedule attends an approved
11 conference/workshop/union leave/delegate day on a scheduled work day, he/she will
12 receive 10 hours pay. If scheduled off, the employee will not receive pay.

13 Posting

14 As 4-day/40 hour employees terminate/transfer, these positions may be posted as
15 such. See ARTICLE X.

16 Eligibility/Transfer

17 All 10-hour shifts will be full-time positions. In order to transfer from this
18 shift, the employee must sign a posting and be awarded another position.

19 Consecutive Days

20 See Article VII, Section 8.

21 Employees must work a minimum of eight (8) hours to be eligible for consecutive
22 day payment.


1 BORGESS MEDICAL CENTER
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3

HOSPITAL EMPLOYEES DIVISION OF LOCAL
#79 SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

4 

5 Steven L. Mickus
6 Executive Vice President

7 Date: 4/1/94



Paul Policicchio
President

8 Date: 5-14-94

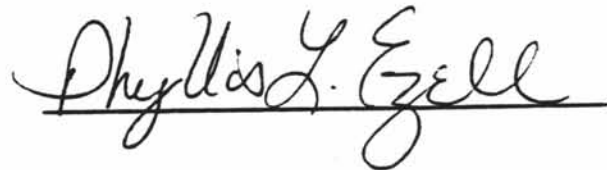
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Norbert Przybyłowicz

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