

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

Corrective Action

Section 5.1

A. Coaching and Mentoring:

Prior to entering in to progressive corrective action process, managers will provide verbal coaching if possible and appropriate. All coaching and mentoring situations will be documented on the Coaching and Mentoring Form. Coaching and Mentoring forms will be kept in the department manager's file and will only be placed on an employee's personnel file when used as supporting documentation for other work rule violations resulting in corrective action. In no case shall a verbal, written or electronic communication to more than one employee be defined as coaching.

B. Steward Counsel and Written Notice:

A seniority employee who is suspended from work or discharged shall be allowed to counsel with his/her Steward. Any employee who is suspended or discharged shall receive written notice at the time of discharge or ~~as soon as practical for a suspension~~. Such notice shall state the nature of the offense and the corrective action taken. A grievance which concerns a suspension or discharge ~~may~~ will be processed initially at the third step of the grievance procedure within seven (7) calendar days after the employee has received written notice.

Section 5.2. Acknowledge Corrective Action:

The employee will be expected to acknowledge receipt of written warnings and reprimands. The employee may request the presence of a Steward prior to signing. If the employee refuses to sign the written warning, the Steward will sign to acknowledge receipt by the employee with the understanding that the signature(s) signify no more than receipt of the written charges. It shall clearly indicate that the employee's or Steward's signature does not mean that they agree to the charges or penalties.

Section 5.3. Corrective Action:

In imposing any corrective action on a current charge, the Hospital will not take into account any past verbal or written warning which occurred more than 365 days previously.

Section 5.4

An Associate who is being counseled or questioned in a nature which may lead to corrective action will be made aware that the conversation is, in fact, a corrective action counseling session and will have an opportunity to have a steward present.

Section 5.5

If an employee is removed from duty pending the outcome of an investigation the employee will be placed on paid administrative leave until the investigation is completed. and the allegation is not substantiated to be at the level of suspension, the employee will be compensated at their normal hourly rate for all lost hours (inclusive of all shift differentials and/or premiums they would have earned) within 7 business days and the suspension will be expunged from the employee's record.

Section 5.6 Steward Counsel

Prior to imposing any corrective action, the Hospital will offer bargaining unit members the opportunity to obtain steward representation. Any member initially refusing representation

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

retains the right to interrupt the proceedings at any time to request a steward and the action will not proceed until a steward is present.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 8. Layoff and Recall

Section 8.1. Layoff Defined:

A layoff shall be defined as a reduction in the workforce for more than eight (8) hours. If a layoff becomes necessary, the following order will be followed;

1. Volunteers for layoff providing the remaining employees have the qualifications and skills necessary to perform the work.
2. Temporary employees will be laid off first. These layoffs will become effective at the end of the layoff/displacement process as not to disrupt business operations.
3. Probationary employees will be laid off next, provided the remaining associates are qualified to perform the work. These layoffs will also become effective at the end of the layoff/displacement process as not to disrupt business operations.
4. If further reductions are necessary, the Hospital shall identify the position(s) to be eliminated or reduced by classification based upon budgeted status by seniority.
5. Relief employees will only be used after employees on layoff/recall status have been offered available hours at straight time.

Section 8.2. Employee Displacement:

Employee displacement will be handled as follows:

1A. An employee whose position is eliminated or laid off may accept the layoff or ~~must~~ exercise one of ~~the first of~~ the following options ~~which is available:~~

- A. Displace the least senior within their classification within same shift with either equal or greater hours, or;
 - B. Displace the least senior within their classification within a different shift with either equal or greater hours, or;
 - C. Displace the least senior within their classification within same shift with lesser hours, or;
 - D. Displace the least senior within their classification within a different shift with lesser hours, or;
 - E. Displace to a job classification in an equal or lower pay grade, following the same order as A through D above, if qualified to perform the duties of the position as presented in job description and with minimal training, generally not to exceed but not less than two (2) weeks.
2. The employee displaced under the above procedure may exercise displacement rights in accordance with "1" above.
 3. An employee affected by the layoff or displacement process will have three (3) business days to notify Human Resources of option selected.

Section 8.3. Recall:

Employees recalled to work following a layoff will be in reverse order of the reduction. Employees shall be notified of recall by certified mail and shall be given five (5) days from the post mark date to return to work. Additional hours of work will be first offered to active bargaining unit employees at straight time who suffered a reduction in hours, then to active bargaining unit employees at straight time then to employees on layoff/recall status in descending seniority order in the classification affected.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 12. Representation

Section 12.1: Stewards:

~~The Hospital agrees to recognize a Chief Steward and eight (8) stewards at the Mercy campus and two (2) stewards at the Muskegon General campus provided there will not be more than one (1) steward per department per shift. A Bargaining Committee will not be comprised of more than six (6) members. The Chief Steward, in the absence of the steward, shall handle the complaints and grievances under the Grievance procedure. Stewards will receive two (2) paid day per year to attend Steward Training with advanced notice.~~

The Hospital agrees to recognize the bargaining committee of no more than eight (8) employees for the purpose of conducting contract negotiations provided there is no more than one (1) bargaining committee employee from each department. The Union shall be responsible to promptly certify to the Hospital the names of members of the bargaining committee, Chief Steward, and Union Stewards and any other changes that may occur.

Section 12.2. Notice of Stewards' Appointment:

~~The names of the Chief Steward, stewards, and alternate stewards shall be sent in writing to the Human Resources Department within thirty (30) calendar days of the effective date of this Agreement. Likewise, any changes will be sent within seven (7) calendar days of those changes.~~

- A. The Union shall designate a Chief Steward for the purposes of acting in the absence of a steward and to carry on chief steward duties as requested by the president. The Chief Steward's duties will be assigned by the president and within the jurisdiction of the Union's constitution and by-laws.
- B. The Union shall designate stewards on each shift as listed below for the purpose of handling complaints and grievances under the grievance procedure and who shall represent the Associates.
 - First Shift – 8 Stewards
 - Second Shift-5 Stewards
 - Third Shift-4 Stewards
- C. The union will make every effort to limit the number of stewards to no more than one (1) per work area on the same shift, with the exception of the chief steward. The chief steward may be from any area or any shift.
- D. Stewards may leave their areas of assignments for the purpose of investigating or processing a grievance upon advance notice when possible to their supervisor and permission shall not be arbitrarily withheld. Stewards shall receive permission from his/her immediate supervisor or designee prior to leaving his/her work area and shall report back immediately after this role is completed.
- E. Such investigation and processing should be conducted during non-working hours whenever possible.
- F. An alternate steward may be designated who will act only in the absence of the other regular stewards.
- G. No associate shall be eligible to hold the position of steward who has not been an associate of the Hospital for at least six (6) months.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

Section 12.3 Time Off:

~~The Hospital will grant a reasonable time off to the stewards to investigate and present grievances. Such stewards shall receive permission from his/her immediate supervisor before leaving his/her work station and shall report back immediately after this role is completed. The Hospital will not pay stewards for any time spent in the Arbitration Procedure, or in proceedings, if any, that occur at any place other than on the Hospital's premises, or that are conducted or attended by any governmental agency or agent. Any abuse of time off granted in this Section shall be subject to discipline.~~

Section 12.4. Time Away From Work:

~~In order to enable the Hospital to organize patient service and work on each shift, no employee or Union steward shall be permitted to leave his/her work during the first hour of each shift for grievance problems, except for suspension or discharge of grievances. The Hospital shall not be required to pay for time lost for stewards handling Union affairs outside of the Grievance Procedure.~~

Section 12.5. Access to Hospital Premises:

~~Representatives of the Union, including stewards and employees not scheduled for work, may enter the Hospital for any proper Union business provided they have given notice by telephone or electronic communication to secured prior permission of the Director of Human Resources or his/her designee. ~~In requesting such permission, the Union representatives shall designate the Union business under consideration.~~~~

Section 12.6: Contract Negotiations

No loss of accrued benefits shall occur to any members spending time in negotiations. The Hospital will pay for the meeting room for negotiations provided the Hospital can select the location. Bargaining team members may draw on their PTO bank to cover those hours.

Section 12.7 Steward Compensation

A steward called upon by the Hospital to represent a member on said steward's day off shall be compensated his/her regular hourly wage for the time spent doing so.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 13. Grievance Procedure

Section 13.1. Grievance Defined:

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit.

Grievances are limited to matters of interpretation or application of provisions of this Agreement. The parties, recognizing that an orderly Grievance Procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. However, if the hospital fails to provide its answer to any given step within the time allotted, the grievant and/or their steward may proceed to the next step of the grievance procedure after documenting the lack of response. Grievances written in protest of a suspension or termination and class action grievances will proceed directly to Step 3 of the grievance procedure.

The Grievance Procedure shall not apply to benefits paid under the retirement plan or any of the insurance plans or the payment of insurance. All grievances must be signed and dated by the aggrieved employee or by a Union Steward in the case of class action grievance, and identify the contract language which is claimed to be violated. All grievances must be discussed with the supervisor within five (5) days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. For the purpose of the Grievance Procedure, a day shall be deemed to mean Monday through Friday, exclusive of holidays, and the day on which the action is taken shall not be part of the time limit provided.

Section 13.2. Procedure:

Verbal Step: Any employee having a complaint shall first discuss the matter with his/her supervisor within five (5) after its occurrence giving rise to the grievance. If no satisfactory answer or disposition is received within a five (5) day period, the complaint shall be processed as follows:

Step 1: The employee (who may have the assistance of a steward) shall, within five (5) days after receiving the supervisor's verbal answer, reduce the matter to written form stating all facts in detail as required in Section 15.1, above, and submit it to his/her immediate supervisor, or the supervisor's designee. The supervisor shall, within five (5) days record his/her disposition in detail on all copies of the grievance form, returning the original grievance to the employee and a copy to the steward.

Step 2: Failing to resolve the grievance in the first step, the employee (who may have the assistance of a steward) shall state the reasons in writing why the answer to Step 1 was unsatisfactory and shall, within five (5) days of receipt of the disposition in Step 1 take up the matter with the manager or the director of the department, or his/her designated representative. The manager or director of the department or his/her designated representative shall, within five (5) days of receipt of the grievance, record his/her disposition on all copies of the grievance form, and return the original grievance to the employee and a copy to the steward.

Step 3: Failing to resolve the issue in the second step, the employee (who may have the assistance of a steward), shall state the reasons in writing why the Hospital's answer to Step 2 was unsatisfactory and shall then, within five (5) days of the Hospital's Step 2 answer file a grievance with the Human Resources Department. The Human Resources Department and the Union will then arrange a meeting between the Union's outside representative and the person responsible for the operation of the Human Resources Department. This meeting shall be scheduled at a mutually agreeable time. The person responsible for the Human Resources Department shall provide his/her answer in writing within fifteen (15) working days of the date the meeting was held,

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

providing that answer to the Union representatives who attended the meeting and the grievant. If the parties in this step are unable to resolve the grievance, it shall be submitted to arbitration and hereinafter provided in this Agreement.

Section 13.3. Right to Counsel:

The Hospital and the Union representative shall be allowed counsel in any step of the Grievance Procedure if they so desire.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 15. Filling Vacancies

Section 15.1. Posting Requirements:

Whenever a vacancy occurs, or a new position is created within the bargaining unit, the job opportunity will be posted on the MHP intranet site for a period of seven (7) calendar days. Any employee may file an electronic bid to be considered for the position by the deadline set forth in the posting. Any employee with active discipline, at the suspension level, on his/her record at the time of the bid will not be considered for the position. The job posting shall include hours, work area, weekend scheduling and minimum qualifications.

Any variable shift posting shall be limited to two (2) shifts (i.e. 1st and 2nd, or 2nd and 3rd) with a designated primary shift. The primary shift will indicate the shift where the employee is anticipated to work the majority of his/her hours. All other postings will designate the single shift the employee will work, not all posting in any department will be posted as variable.

The Hospital will not utilize relief or temporary employees in lieu of posting for a permanent bargaining unit vacancy.

Section 15.2. Qualifications: If two (2) or more bargaining unit members bid for the same position, the position shall be given to the senior employee who meets the minimum qualifications as described in the HR Action request. However, in the case of 'specialty' areas (E.g. Plant Operations classifications) if no internal candidate demonstrates the desired competencies (actual skill and experience) and cannot meet those requirements after a training period of two (2) weeks, the Hospital may fill the position from outside the bargaining unit, after first consulting with the Chief Steward. Any grievance relating to this section shall start at the third step of the grievance procedure. Where two employees who meet the minimum qualifications as described in the HR Action request and have the same seniority date and year, the employees shall draw from a deck of cards to determine who shall be awarded the position. The employee who draws the highest card shall be awarded the position. The Ace card will be the low card and the King card will be the high card. A representative from Human Resources and a Steward shall observe the drawing.

Section 15.3. Application:

All written applications shall be filed within a seven (7) calendar day posting period. Employees who demonstrate potential ability and aptitude for positions of increased responsibility, shall be given every possible consideration for filling the vacancy. Preference shall be given to employees within the bargaining unit who meet the educational requirements required and all other qualifications. Employees who are physically incapable of performing the duties of the job or have a poor work record will not be considered for the vacancy.

Section 15.4. Equal Qualifications:

~~When two (2) or more employees have equal qualifications for the same position, in the opinion of the Employer, preference will be given to the employee having most seniority with the Hospital. In the event no present employee makes application, or present employees do not possess the necessary qualifications, the Employer may hire from the outside.~~

Section 15.5. Time of Transfer:

An employee promoted to a new position will retain his/her original hire date and will have a fifteen (15) calendar day trial period to determine his/her ability to perform the job. During the trial period, the employee shall be permitted to return to his/her former job, or the supervisor may

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

send the employee back to his/her former job. The employee shall receive the rate of pay on the new job for which he/she is eligible during the trial period. No promotion, transfer or shift change will be granted more than once every six (6) months, except at the discretion of the Employer.

Section 15.6. Bidder Notification:

Bidders not awarded a position will be advised in writing within five (5) ~~thirty (30)~~ days of the position being filled.

Section 15.7 Union Notification:

The Chief Steward, stewards and/or bargaining union unit business agent will receive upon request to Human Resources all names of person who bid on posted positions and the name of the bargaining unit member to whom the position was awarded.

Section 15.8 Employment of Relatives

Except for such situations that exist on the effective date hereof, relatives shall not work in the same department or in the Nursing Department, within The same unit, unless approved by the Hospital.

New Section 15.9 Awaiting Transfer

If an associate has been awarded a position and is awaiting transfer to the new position and receives a corrective action, the new position cannot be withdrawn.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 16. Absenteeism

Employees unable to report for work on time and/or is unable to report for work must telephone the designated person at least two (2) hours in advance of the shift start time. Excessive absenteeism or tardiness will be subject to disciplinary procedures in accordance with MHP's Attendance Program Policy STD 103, dated October 1, 2009 with the following exceptions:

- A. Missed or failure to cancel scheduled education —1 point.
- B. Failure to report to work a scheduled shift on a weekend will not be rescheduled to work an additional weekend.
- C. For those departments covered by the Staffing Office, the Hospital will attempt to contact an employee who fails to report for work prior to instituting the no call/no show penalty. ~~If the Hospital is unable to contact the employee, the Hospital will inform a steward or bargaining unit member, who will then attempt to contact the employee.~~ The employer will attempt to contact an employee who fails to report for a scheduled work shift not more than one (1) time per 12-month period per employee.,
- D. No compounding of points shall occur for the same occurrence.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 24. Work Week and Rest Periods

Section 24.1.

The work week for full-time employees will normally consist of thirty-two (32) hours or more. The work week for part-time employees will be less than, thirty-two (32) hours. The work day for all employee will normally consist of eight (8) hours and thirty (30) minutes, which includes one thirty (30) minute non-paid lunch break and two (2) fifteen (15) minute paid rest periods. The parties recognize there are eight (8) hour shifts along with non-traditional shifts to help cover during times of need in the facility. To accommodate those non-traditional shifts there shall be one (1) fifteen (15) minute break for every four (4) hours worked. The last rest period may not normally be taken at the end of the shift without the supervisor approval. If an employee's unpaid meal break is interrupted and the employee is recalled to job duties, they will be paid for the entire meal break.

Section 24.2

Those employees who are scheduled to work at least a six (6) hour shift will receive a thirty (30) minute lunch break. Those employees who are scheduled to work a four (4) hour shift will receive a fifteen (15) minute break and an additional fifteen (15) minute break for each additional four (4) hours actually worked. The Supervisor or Department Director, at his/her discretion, will schedule the rest period at a time convenient for the employee but which does not interfere with the operation of the Department.

Section 24.3

Employees assigned to boiler tender duties are required to be available at all times during their working hours in case of an emergency. As a result, the Hospital and the Union mutually agree that these employees shall receive two (2) fifteen (15) minute paid rest periods and a thirty (30) minute paid lunch period during their normal work day. The Employer reserves the right to change the shift hours if and when it might become necessary to maintain continuity of patient care. Two plant operations employees shall be on premises at all times, with a minimum of one boiler-operator or boiler-engineer.

Section 24.4

This Article shall not be construed as and is not a guarantee of any number of hours of work per week.

Section 24.5: 1:1 Shifts

- A. Employees required to fulfill the duty of a 1:1 sitter shall not be denied the breaks defined in Article 24 Section 24.1.
- B. Employees assigned to sit with a patient designated as requiring 1:1 supervision shall not be assigned the responsibility of any additional patients ~~unless the second patient is fully cognitive and does not directly require the attention of the sitting employee.~~
- C. Employees required to fulfill the duty of a 1:1 sitter will not be counted towards staffing on the floor.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 25. Shift Schedules

Section 25.1. Posting:

Work schedules will be posted two (2) weeks in advance of the effective date. Any changes in the posted schedule must be agreed upon by the affected employee or employees, except in cases of emergency. For purpose of this Article, an emergency is defined as a sudden, unexpected occurrence within twenty-four hours of the affected shift. In the event such an emergency occurs, management will first utilize the Volunteer to Work list. Any employee whose posted schedule is changed after these conditions have been met will be advised immediately of the change.

- (a) Exempt from all schedule changes are previously approved PTO days.
- (b) Part-time employees budgeted less than thirty-two (32) hours per week and/or sixty-four (64) hours per pay period will be expected to fill vacancies, in addition their normal work schedules, as determined by their supervisor but not to exceed eight (8) hours per week, except in emergencies or when the employee is the least senior person in the classification, or by mutual agreement with the employee. Such additional hours will be limited to the employee's primary or subsequently adjacent (eg. 1st to 2nd, 2nd to 3rd, 3rd to 1st) shift unless agreed upon by employee.
- (c) Employees budgeted thirty-two (32) hours per week and/or sixty-four (64) or more per pay period but less than seventy-two (72) hours per pay period will be expected to fill vacancies, in addition to their normal work schedules, as determined by their supervisor but not to exceed eight (8) hours per pay period, except in emergencies or when the employee is the least senior person in the classification, or by mutual agreement with the employee. Such additional hours will be limited to the employee's primary or subsequently adjacent (eg. 1st to 2nd, 2nd to 3rd, 3rd to 1st) shift unless agreed upon by employee.

Section 25.2. Requests for Time off:

Requests for time off must be submitted in writing, two (2) weeks in advance of the date requested. Consideration will be given to such requests.

Section 25.3. Weekend Schedules:

An employee's work schedule will be such that he/she will be scheduled to work every other weekend unless mutually agreed upon by the employee and the supervisor or the employee was specifically hired to work weekends. No employee shall work more than every other weekend unless the employee was specifically hired to work weekends or the employee volunteers to work additional weekend assignments. Open weekend shifts shall be equitably rotated among employees. For employees that do not currently work weekends, if operational needs change and these individuals are needed on the weekend, the union will be notified of this change.

Section 25.4. Shift Changes:

~~It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. To insure continuous service of patients, the Hospital may change the hours of work and/or shift of any employee with reasonable amount of notification prior to the start of the changed shift. If there is no work for an employee on their regular shift and they are assigned to another shift, they will not displace the regularly scheduled employee on the floor on that shift, regardless of seniority.~~

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

Section 25.5 Established Shifts

All shifts will be established by the Department Director in consultation with Human Resources and in compliance with all Articles of this Agreement. It is recognized that there are shifts other than eight (8) hour shifts for particular tasks.

Section 25.6. Exchange of Shifts:

With the permission of the employee's supervisor, an employee may exchange scheduled days off within the same work week with another employee in the same job classification.

Section 25.7 Open Shifts:

Employees shall not be required to work in another classification for more than a four (4) hour period if no attempts have been made to call volunteers to fill the open shift.

Section 25.8. Extra Hours of Work-Volunteer List:

- A. There shall be a volunteer list for open shifts (half or full shift increments) for PCA's HUC's, and ED Clinical Support Specialists. Requests for full shift increments will be given priority. Employees shall be able to sign up to work open shifts.
- B. Employees desiring to work extra hours shall sign a volunteer list, said list being renewed each scheduling period. Employees desiring to work extra hours must sign and date the volunteer list in person. Employees calling requesting others to sign them up, or signing another list, will not be considered on the volunteer list.
- C. Volunteers on the list shall be called on the basis of qualifications, then seniority. If the Hospital is unable to contact an Employee to call him/her off, the Hospital will inform a steward or bargaining unit member of the inability to contact that Employee. This individual will then attempt to call that Employee to confirm inability to contact. Should the Employee who could not be contacted arrive at the Hospital to work the volunteer extra hours, that Employee will have no rights to extra hours or compensation for such.
- D. Qualified bargaining unit employees will be utilized prior to persons outside the bargaining unit, but the Hospital is entitled to use any person for whom no overtime premium would be paid in preference to a person who must receive overtime premium pay for the time in question.
- E. Employees who desire extra hours must sign the volunteer list or call at least six (6) hours prior to the desired hours. Employees who have signed the volunteer list or called will have priority over Relief. Employees who want to remove their names from the volunteer list must do so at least twenty-four (24) hours prior to the hours indicated. Employees must request extra hours in half or full shift increments which are conducive to efficient staff scheduling. Requests for full shift increments will be given priority.
- F. Within five (5) days of the start of a shift, a bargaining unit employee will not be permitted to displace a relief employee out of a shift that they have already agreed to work. Employees who are MTO may bump a relief person out of a shift that they have already agreed to work up twenty-four (24) hours prior to the start of the shift provided the hours can be worked at straight time and it falls within the same pay period of the MTO.
- G. Shifts that become available within five (5) days of the start of a shift will be offered by seniority to employees who are available to work the hours at straight time and then to relief.

Section 25.9. Extra Hours of Work — Other Classifications

- A. Extra hours of work will be awarded on a seniority basis.
- B. Qualified bargaining unit employees will be utilized prior to persons outside the bargaining unit, but the Hospital is entitled to use any person for whom no overtime premium would be

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

paid in preference to a person who must receive overtime premium pay for the time in question

- C. Within five (5) days of the start of a shift, a bargaining unit employee will not be permitted to displace a relief employee out of a shift that they have already agreed to work. Employees who are MTO may bump a relief person out of a shift that they have already agreed to work up twenty-four (24) hours prior to the start of the shift provided the hours can be worked at straight time and it falls within the same pay period of the MTO.
- D. Shifts that become available within five (5) days of the start of a shift will be offered by seniority to employees who are available to work the hours at straight time and then to relief.

Section 25.10 Working in More than One Job Classification

- A. Employees who work in more than one classification will be assigned a second job code and will be required to enter the applicable job code into the time and attendance system for the work they are performing.
- B. Employees performing work in a second job code will be paid at the same Step level as their primary job classification, e.g. a PCA at the 624□ Step who works for a second job code as a HUC, will be paid at the 6240 Step level of a HUC for all hours worked as a HUC.

New Section 25.11

An employee working in a float position shall receive notice of the floor he/she is assigned to at least one hour prior to the start of his/her shift. No employee may be floated more than one time per shift. No employee shall be forced to float to another unit prior to relief or agency being floated.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 26. Overtime Pay

Section 26.1. Regulations:

An employee shall be paid at his/her current straight time hourly rate, for all full one-fourth (1/4) hours worked by him/her after his/her established quitting time and approved by his/her supervisor. If a supervisor requires an employee to work overtime, it shall be for a minimum of one-fourth (1/4) hours.

Section 26.2. Authorization:

Overtime must be authorized in advance by the Department Director or supervisor the only exception being when said overtime is necessitated by unforeseen events involving patient safety and/or care. In this situation the employee will notify the supervisor as soon as it is possible. If an employee works more than forty (40) hours in a single work week he/she shall be paid for such excess hours at time and one-half of his/her regular rate of pay, for all hours worked in excess of forty (40). If an employee who is not mandated works hours in excess of his/her scheduled shift, he/she shall be paid for such excess hours at time and one-half of his/her regular rate of pay for all hours worked in excess of his/her scheduled shift.

Section 26.3. Shifts:

An employee who begins a shift on one calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable for the first hour of the shift excluding premium pay. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 26.4. Records:

A record of overtime assignments must be available in each department.

Section 26.5 Mandated Overtime

An employee mandated to work more than 2 hours beyond the end of their scheduled shift shall be paid at a rate of two (2) times their base rate of pay for all mandated hours worked, ~~provided the employee works all other scheduled hours in the applicable pay period, except if the employee is called to stay home by the hospital.~~

- a. Mandatory overtime will be instituted only when all other efforts have been made to adequately staff for patient care.
- b. Prior to instituting mandation, the hospital will call the units and offer those hours at double time and one-half (1-1/2) the normal hourly rate to all qualified employees currently working. In the event there is more than one (1) volunteer the hours will be given to the most senior employee.
- c. Employees being mandated shall ~~whenever possible~~ be notified one (1) hour prior to the start of the next end of their shift.
- d. In each scheduling period, staff will be mandated with the least senior housewide qualified staff, regardless of their status of part-time or full-time, and then rotating upward by seniority among qualified staff.
- e. An employee mandated to work shall be allowed one (1) hour off to make personal arrangements.
- f. An employee mandated to work more than four (4) hours beyond the end of their normal shift shall in addition be supplied a free lunch ticket.
- g. Employees mandated ~~will may~~ have up to 9 hours off before reporting for their next scheduled shift: or have the option to take pto or vto for the next calendar day.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

- h. When multiple employees of the same classification are mandated to stay and the circumstance for their mandation cease to exist they shall be given the option of leaving in descending order of seniority.
- i. The following will be exempted from mandation: employees who are onsite working extra hours on a voluntary basis; employees who have been approved for PTO for a shift within twenty-four (24) ~~eight (8)~~ hours of the shift for which mandation has been instituted; employees with an approved accommodation preventing them from working mandated overtime.

(New Letter j.) In regards to mandation and only in the Admitting Department, when it is necessary to mandate an employee it will continue to be on a staggered basis as is per current practice.

If an employee is mandated and a lower senior is scheduled to go home at the conclusion of the next shift, the lower senior employee will be mandated at the conclusion of their regular shift and the previously mandated employee will be sent home.

- ~~j. If scheduled to work the day following mandation and staffing levels allow it, mandated employees will be the first offered that day off regardless of whether they are on the volunteer list and despite their seniority. In a situation where there is more than one employee mandated and scheduled to work the next day, seniority high to low will apply among the mandated employees.~~

Section 26.6

If an employees is called to stay home, and then called back to work, they will be paid time and one-half (1 1/2) for the entire shift at a mimimum, all hours worked.

New Section 26.7

Overtime work occurring beyond an associate's regular shift in the maintenance department only shall first be offered to the associate then working on that job, not to exceed four hours and thereafter on a seniority basis for those qualified associates then on duty in that classification and unit or area it being understood that the least senior of such associates must take the assignment.

New Section 26.8

Unless on a voluntary set schedule, employees who work seven (7) days consecutively shall receive premium pay of one and one-half times the employee's regular rate of pay for all hours worked on the seventh day of work.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 37. Report Time

Employees will receive a notice of two (2) hours ~~one (1) hour~~ prior to reporting for work if there is not sufficient work for the employee. If such notice is not given, and the employee reports for work at a time designated by the Hospital, the employee shall work a minimum of four (4) hours and/or receive a minimum of four (4) hours pay unless receiving on-call pay.

If there is no telephone number to contact the employee, he/she shall not receive pay if he/she is sent home because of lack of work.

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

ARTICLE 40. Wages, Rates and Premiums

Section 40.1. Wage Rates

During the effective term of this Agreement, the straight time hourly rates for the job classifications which are covered hereby, as well as the shift differential which has been established for certain shifts shall be shown in the Appendix, attached hereto and made a part hereof.

Section 40.2 Sunday Premiums

(a) Any employee who works on Sunday will be paid Sunday premium for hours worked, provided the preceding Saturday is a scheduled day off or provided the employee works all scheduled hours on the preceding Saturday. Sunday hours are considered to begin at 11:00 pm. Saturday and continue through 11:00 pm. Sunday evening. Employees who work within these hours will be paid one and one-half (1-1/2) times their base rate.

(b) Temporary employees will not receive shift or Sunday premium.

Section 40.3 Shift Differential

Effective the first full pay after ratification employees who work a minimum of four (4) hours per day on a regularly scheduled shift starting on or after 3:00 p.m. but before 5:00 a.m. of the following day, will be paid a shift differential of one dollar and twenty cents (\$1.20) per hour.

Section 40.4. Straight Time Hourly Rate Defined

Whenever the term "straight time hourly rate of pay" is used in this Agreement, it refers to and means only the rates of pay which are set forth in or which result from the application of the Appendix and does not include premium of any sort whatsoever, unless expressly stated.

Section 40.5. Salary Schedule Progression

Employees shall progress in the salary schedule set forth in the Appendix based upon their length of service.

Section 40.6. Temporary Employees

All temporary employees shall be paid at the hiring rate for the duration of their temporary employment. If the status of an employee is changed from that of temporary to that of regular in the same job classification before the termination of his/her temporary employment, his/her employment shall be deemed to have commenced on his/her date of hire, and he/she will be credited with all of his/her time worked in accordance with the applicable preceding parts of the Appendix, and he/she will start in regular status at the resulting applicable rate. His/her rate of progression thereafter will be determined in the same manner as that of any other regular employee in like status.

Section 40.7. Assignment to Higher Paying Classification

Employees assigned to work in a higher paying classification for four (4) hours or more during their shift will be paid the rate of the higher classification for those hours worked in that classification.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

Section 40.8 On-Call

Employees who are assigned on-call duty shall receive two dollars and fifty cent (\$2.50) per hour. Effective January 1, 2014 Employees who are assigned on-call duty shall receive three dollars (\$3.00) Employees who are assigned on-call duty and have clocked out from their normal assignment and are called back before the start of their next shift shall be paid at time and one-half (1 1/2) his/her regular rate of pay for a minimum of ~~four (4)~~ ~~two (2)~~ hours. All emergency call-in hours must be approved by the Department Director or his/her designee.

- (a) On-call assignments will be filled with volunteers prior to employees being assigned mandatory on-call shifts. Where two employees volunteer for the same on-call assignment, the most senior employee shall receive the on-call assignment. On-call shifts not filled by volunteers shall be equitably rotated among employees.

Union Non-Economic Proposals March 16th, 2021

The Union reserves the right to withdraw, modify, amend, and add to proposals until a final tentative agreement is reached.

LETTER OF UNDERSTANDING

July 20, 2015

In regards to mandation and only in the Admitting Department, when it is necessary to mandate an employee it will continue to be on a staggered basis as is per current practice.

If an employee is mandated and a lower senior is scheduled to go home at the conclusion of the next shift, the lower senior employee will be mandated at the conclusion of their regular shift and the previously mandated employee will be sent home.

MOVED SIDE LETTER TO 26.6