

# **LABOR AGREEMENT**

**BELL MEDICAL CENTER**

**and**

**UNITED STEELWORKERS, AFL-CIO**

**June 1, 2018 through May 31, 2023**

**Local 4950-11**

## **TABLE OF CONTENTS**

<b>AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 1 RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 2 UNION MEMBERSHIP .....</b>	<b>3</b>
<b>ARTICLE 3 DUES COLLECTION .....</b>	<b>4</b>
<b>ARTICLE 4 RESPONSIBILITIES OF THE PARTIES .....</b>	<b>5</b>
<b>ARTICLE 5 REPRESENTATION .....</b>	<b>6</b>
<b>ARTICLE 6 GRIEVANCE PROCEDURE .....</b>	<b>6</b>
<b>ARTICLE 7 DISCIPLINE (SUSPENSION AND DISCHARGE) .....</b>	<b>9</b>
<b>ARTICLE 8 SENIORITY .....</b>	<b>9</b>
<b>ARTICLE 9 WAGES, HOURS AND WORKING CONDITIONS .....</b>	<b>13</b>
<b>ARTICLE 10 HOLIDAYS.....</b>	<b>15</b>
<b>ARTICLE 11 PAID TIME OFF (PTO) &amp; EXTENDED ILLNESS BANK (EIB) .....</b>	<b>15</b>
<b>ARTICLE 12 FMLA LEAVE - FUNERAL LEAVE - LEAVES OF ABSENCE .....</b>	<b>20</b>
<b>ARTICLE 13 HEALTH, DENTAL AND VISION BENEFITS.....</b>	<b>22</b>
<b>ARTICLE 14 PENSION .....</b>	<b>24</b>
<b>ARTICLE 15 ORIENTATION .....</b>	<b>24</b>
<b>ARTICLE 16 GENERAL .....</b>	<b>25</b>
<b>ARTICLE 17 DURATION .....</b>	<b>27</b>
<b>APPENDIX A .....</b>	<b>28</b>
<b>LETTER OF UNDERSTANDING 2015 NEGOTIATIONS .....</b>	<b>32</b>
<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>34</b>

**BELL MEDICAL CENTER  
UNITED STEELWORKERS**

**AGREEMENT**

This Agreement, dated as provided in the Duration Article, is between the Bell Medical Center ("BMC" or "Employer") and the United Steelworkers, AFL-CIO ("Union").

The Union makes this Agreement in its capacity as the exclusive collective bargaining representative for the employees in the Bargaining Unit defined below. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of a violation by the Employer of this Agreement. As the representative of the employees, the Union has the exclusive right to process grievances through arbitration in accordance with the Grievance Procedure in this Agreement, or to adjust or settle the same.

**ARTICLE 1  
RECOGNITION**

**Section 1 - Recognition.** The Employer recognizes the Union as certified by the National Labor Relations Board on August 27, 1999, Case No. 30-RC-6129, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following Bargaining Unit:

All full-time and regular part-time LPN, clerical and receptionist employees of Bell Medical Center; excluding all other professional employees, administrators, department heads, guards and supervisors as defined in the Act.

**Section 2 – Employee Definitions.**

(a) "Regular full-time employee" (or "employee," unless the context requires otherwise) as used in this Agreement means any employee in the Bargaining Unit regularly scheduled to work forty (40) hours or more per week who has completed the probationary period as herein defined, or who has remained employed in excess of the temporary period herein defined. Such employees are entitled to all benefits under this Agreement for which they are otherwise eligible. If a regular full-time employee's average weekly hours worked over six (6) consecutive pay periods is less than 36 hours, the employee's status will be reviewed for possible change to part-time.

(b) "Part-time employees" are those regularly scheduled to work less than forty (40) hours per week but at least twenty (20) hours per week who would otherwise qualify as "full-time" employees pursuant to the definition provided above. Part-time employees are entitled to the wages, overtime and such prorated economic benefits as are specifically provided for them by this Agreement.

(c) "Contingent Employees" are those regularly scheduled to work less than 20 hours per week or otherwise scheduled only as needed i.e., used as needed for vacation fills, daily vacancies caused by illness or injury etc., and are entitled to no benefits of this Agreement except as provided in this section. Contingents will be paid the applicable rate of pay as set forth in Appendix A.

Work that is regularly scheduled for less than 20 hours per week will be posted. Full-time, part-time and contingent employees may apply for the position with preference being given to the regular full-time and regular part-time employees over contingent employees. Full-time employees will be required to resign their full-time position if they accept a position which is regularly scheduled less than 20 hours per week. Part-time employees who are awarded a posting for a position that is regularly scheduled for less than 20 hours per week may keep their original posting in addition to the posting of less than 20 hours per week and become full-time employees if the sum of the two positions provide enough hours regularly scheduled per week to meet the definition of a full-time employee.

In the event there is no full-time or part-time employee who accepts the position, contingent employees who have applied will be considered. The vacancy will be filled based on qualifications, work history, skill and ability to perform the job duties, including performance on applicable pre-placement tests.

Contingent employees who are awarded a posting for a position that is regularly scheduled for less than 20 hours per week may subsequently post into an additional posting of less than 20 hours per week and become part-time employees if the sum of the two positions provide enough hours regularly scheduled per week to meet the definition of a part-time employee.

At no time will a posting be awarded to a full-time, part-time or contingent employee that would result in regularly scheduled overtime.

Employees who are awarded a position that is scheduled 20 hours or less may also work on other days on an as needed basis.

Contingent employees will have their seniority date established as of the date they are awarded a posting which provides enough regularly scheduled shifts as to meet the definition of a full-time or part-time employee.

Nothing in this Section 2 changes the historical agreed exclusion of contingent employees (formerly known as Irregular part-time employees) from the bargaining unit.

(d) The term "probationary employee" as used in this Agreement means an employee who would otherwise qualify as a regular full-time or regular part-time employee but who has not yet completed the probationary period as provided in the Seniority Article. Probationary employees will be paid wages as set forth in Appendix A attached, and in addition are entitled to overtime for which they would otherwise be eligible, but are entitled to no other benefits of this

Agreement except as provided in this section. Probationary employees may be laid off or discharged as exclusively determined by the Employer, provided this provision shall not be used for the purpose of discrimination because of membership in the Union.

(e) (1) The term "temporary employee" as used in this Agreement includes:

(i) Employees working during a regular full-time or regular part-time employee's absence from their normal bargaining unit position (referred to in this section as "Replacement Employees"); and

(ii) Employees otherwise hired for a limited period (referred to in this section as "Limited Period Employees"). It is recognized the same employee may work both as a Replacement Employee and as a Limited Period Employee. Both Replacement Employees and Limited Period Employees may work more than one continuous temporary period. No continuous temporary period for an employee working only as a Limited Period Employee for BMC will, however, exceed six (6) consecutive months without consent of the Union. Should the Union object to extension of the temporary period beyond six (6) consecutive months BMC may, in its sole discretion, either continue the employee as a regular full-time or regular part-time employee, or terminate their employment with BMC.

(2) Temporary employees will be paid wages as determined by the Employer and are entitled to no benefits of this Agreement except as provided in this section. Temporary employees may be laid off or discharged as exclusively determined by the Employer, provided this provision shall not be used for the purpose of discrimination because of membership in the Union.

(3) If temporary employees are hired by the Employer as regular full-time or regular part-time employees, without a break in service with BMC, they will be credited with full continuous service from the beginning of their most recent continuous period of employment in the same classification at BMC and will be entitled to all benefits under this Agreement for which they are otherwise eligible.

(f) The Employer will notify both the Union and the new hire, in writing, when the employee is a "probationary employee" rather than a "temporary employee".

## **ARTICLE 2**

### **UNION MEMBERSHIP**

Pursuant to Michigan Public Act 348, which became effective on April 1, 2013, employees may elect to join or to not join the Union. In the event that said law is overturned, the following provisions of this Article will apply.

**Section 1.** Each regular full-time and regular part-time employee (and each probationary employee whose probationary period is extended, commencing at the end of their first 90 calendar day probationary period) who on the effective date of this Agreement is a member of the Union in good standing, who becomes a member after that date, or who is hired after that date must, as a condition of employment, maintain membership in the Union or pay a "Representation Fee" equal to the amount of dues uniformly required of members of the Union.

**Section 2.** An employee may be deemed by the Employer to be "in good standing" unless and until the International Treasurer notifies the Employer, in writing, that the employee has failed to tender the Representation Fee or periodic dues and initiation fees uniformly required as a condition of membership.

**Section 3.** The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union and further that membership in the Union will not be denied or terminated for any reasons other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

### **ARTICLE 3** **DUES COLLECTION**

**Section 1.** It is agreed that upon receipt by the Employer of the voluntary written authorization by an employee, the Employer will deduct from the first paycheck in each month the Representation Fee or Union Dues for the preceding month and remit such amount to the International Treasurer of the Union on or before the fifteenth (15th) day of each month. The initiation fee of the Union will be deducted by the Employer and remitted in the same manner as dues collections.

**Section 2.** Deductions on the basis of authorization cards submitted to the Employer will commence with respect to dues for the month following the month in which the Employer receives such authorization card or in which such card becomes effective, whichever is later. The Union will notify the Employer in writing of the respective amounts of the Representation Fee, dues and initiation fees to be deducted.

**Section 3.** The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this or the preceding Article, or in reliance on any list, notice or authorization furnished to the Employer under any of such provisions.

## **ARTICLE 4**

### **RESPONSIBILITIES OF THE PARTIES**

**Section 1.** Except as specifically limited by the provisions of this Agreement, the management of the Employer and the direction and supervision of the working forces, including but not limited to the right to determine the location and number of places of business, to direct, plan and control Employer operations and activities, to establish policies, procedures and work rules, including rules concerning use of tobacco, controlled substances and/or alcohol, to determine the services and products to be provided by the Employer and the nature of the facilities to be operated, to determine the standards of quality to be maintained and the workmanship required, to establish production levels, to place work with outside contractors and/or suppliers, to establish work schedules, to determine the methods, procedures and means of providing services and products, to determine the type, amount, location and use of equipment, machinery and supplies, to decide the number of employees, to schedule, hire, recall, assign, transfer, release, layoff, promote, demote, suspend, discipline and discharge employees, to maintain discipline and efficiency among employees, to use working supervisors, to introduce new or improved operating methods and/or facilities and to change existing operating methods and/or facilities, are vested exclusively in the Employer.

**Section 2.** The Employer agrees that it will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against any employee because of membership in the Union. The Union agrees that neither it nor any of its officers, agents, representatives, or members will engage in any Union activity on Employer time, or engage other employees in any Union activity while such employees are on Employer time, and will not discriminate against employees on the job because of membership or non-membership in the Union, solicit membership, collect dues, hold meetings, or carry on any Union activity either on working time or on Employer property (except to the extent permitted by law) without prior approval of the Employer, or prevent or attempt to prevent the access of employees or anyone to any of the Employer's premises during the life of this Agreement.

**Section 3.** All members of the Bargaining Unit, and the Union, its Local and International representatives, officers, agents, and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sit-downs, slowdowns, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, which would interfere with the operation of the Employer, and that it will not otherwise permit, countenance or suffer the existence or continuance of any of these acts. The Employer agrees that for the duration of this Agreement there shall be no lockouts. Failure or refusal on the part of any employee of the Employer fully to observe and obey any and all provisions of this Article will, at the option of the Employer, be sufficient grounds for discharge. Under no circumstances will the Employer or its representatives be required to discuss the grievance in question or any other matter while a work interruption, or other action impeding or suspending work, is in effect.

**Section 4.** It is the continuing policy of the Employer and the Union that the provisions of this Agreement will be applied to all employees without unlawful discrimination. Grievances concerning the Employer's and the Union's obligations under this section may be sought under the grievance procedure, but shall not be subject to arbitration. All such rights are fully protected under federal and/or state law, which provides administrative and legal processes for the enforcement of said rights. Any provisions of this Agreement (including seniority) will be deemed waived as necessary to permit reasonable accommodation of individuals with disabilities and for compliance with state and federal rules, regulations and orders concerning discrimination of any kind, including, without limitation, consent decrees or settlements

## **ARTICLE 5** **REPRESENTATION**

**Section 1.** For the purpose of effectively representing Bargaining Unit members under this Agreement, a three (3) member Grievance Committee, comprised of employees who have at least completed their probationary period, will be designated by the covered employees. An alternate committee member may similarly be designated to serve in the absence of a regular member. An International Representative of the Union may also be present at any meeting of the Grievance Committee.

**Section 2.** No committee member, or alternate, may function as such until the Employer has been notified in writing of their selection. Any change in committee members must be promptly reported to the Employer in writing.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

**Section 1.** Should any differences arise between the Employer and employees concerning the meaning and application of the provisions of this Agreement, including employees' wages, hours of work, and other conditions of employment, there shall be no suspension of work on account of such differences. Such grievances will be promptly resolved in the following manner:

**Step 1 – Immediate Supervisor.** It is hoped that most differences will be resolved verbally between the employee and their immediate supervisor.

**Step 1(a)** Between the employee and their supervisor.

**Step 1(b)** Between the employee, supervisor and a member of the grievance committee.

Should it be considered necessary to process a formal grievance, the grievance must be presented by a member of the union grievance committee on forms provided by the Employer, within fifteen (15) working days after the employee knew or should have known if they exercised reasonable diligence and attention that the cause of the grievance had occurred. The immediate



supervisor, or designate, will give written signed disposition within five (5) working days following a meeting at Step 1(b) to attempt to resolve the grievance. If no satisfactory settlement is obtained in Step 1(b), a written grievance may, within five (5) working days after an answer at Step 1(b), be presented by the Union Grievance Committee to the Director of Human Resources.

**Step 2 – Director of Human Resources.** The Director of Human Resources, or designee, will give written signed disposition within five (5) working days following a meeting at Step 2 to attempt to resolve the grievance. A copy of such disposition will be provided to the Local Unit Chair. If no satisfactory settlement is obtained in Step 2, the written grievance may, within five (5) working days after answer at Step 2, be appealed by the Local Unit Chair to the Chief Operating Officer.

**Step 3 – Chief Operating Officer.** The COO, or designee, will give written signed disposition within five (5) working days following a meeting at Step 3 to attempt to resolve the grievance. If the decision of the COO, or designated representative, is unsatisfactory to the Union, and if mediation as provided in Step 4 is not pursued or is unsuccessful, the grievance may be appealed by an International Representative of the Union or the Employer to an impartial arbitrator.

**Step 4 – Mediation.** If the Employer and the Union believe the case is appropriate for mediation they may mutually agree upon a mediator to attempt to resolve the dispute. Unless otherwise agreed the federal mediator provided through the services of the Federal Mediation and Conciliation Service (FMCS) will be utilized. By agreeing to mediate the parties agree to negotiate, in good faith, to settle their differences. The mediator will have no power or authority, however, to force the parties to accept an agreement. Recognizing that mediation sessions are settlement negotiations all offers, promises, conduct and statements, whether written or oral, made in the course of the confidential proceedings shall remain confidential, and are inadmissible in any further arbitration of the dispute. Any information disclosed to the mediator in a private caucus shall remain confidential unless the party agrees that it may be disclosed. All mediation settlements are without precedent for any other grievance(s), or future contract interpretation, unless otherwise specifically agreed. Should mediation prove unsuccessful, or should either party decide not to proceed with mediation, the party must notify the other party and proceed with arbitration as provided in Step 5.

**Step 5 – Arbitration.**

(a) An impartial arbitrator will be chosen by mutual agreement of the parties within fifteen (15) calendar days following receipt by either party of a written request for such appointment. If the parties are unable to agree upon an arbitrator, the matter may be referred to the FMCS for a panel of seven (7) arbitrators. An arbitrator will be chosen by the parties alternately striking three (3) arbitrators each. Either party may reject the entire first panel. The party rejecting the panel pays the penalty fee. Unless otherwise mutually agreed, to be considered timely such referral to FMCS must be made by written notice within thirty (30) calendar days following the later of receipt of the written disposition of the grievance at Step 3 or, if processed through Step 4 mediation, after the date of the mediation.

(b) The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement, or to substitute arbitral discretion for the Employer's where the Employer has discretion under this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented, as above provided, within five (5) working days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, or any grievance not presented in any event within twenty (20) calendar days from the date of such occurrence or non-occurrence. In seniority cases the arbitrator shall not, in any event, adjust grievances retroactively prior to the date the employee notifies their supervisor that they believe they are entitled to the job.

(c) Should it be determined by the arbitrator that an employee has been suspended (for up to five working days) for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer. If an employee has been discharged (or suspended for more than five working days) and the arbitrator determines that lesser discipline would have been proper, the arbitrator has authority to modify the penalty and to provide reinstatement and such compensation for time lost as deemed appropriate.

(d) Any back pay award shall be based upon the employee's regular base rate for time lost offset by earnings or other amounts from any source the employee would not otherwise have received during such period, including unemployment (except as hereafter provided), and less any other earnings the employee would have had, had they accepted work offered them by the Employer during such period. If back pay is awarded, upon reimbursement by the employee of unemployment paid during such period the Employer will pay the employee for such unemployment reimbursed. The Employer will permit an employee to continue group insurance coverage (at the employee's own expense) pending the outcome of arbitration, and if back pay is awarded the Employer will reimburse the employee for such insurance premiums paid by them to the extent consistent with such back pay award. (To the extent permitted by the insurance carrier, in lieu of payment of such insurance premiums by the employee or the Employer during pendency of the arbitration proceeding, the Employer is willing to reimburse the insurance carrier directly for insurance premiums which would otherwise have been due during such period, provided the insurance carrier will then provide insurance coverage for such employee during such period. It is recognized, however, that should back pay not be awarded during the entire period prior to the arbitrator's decision there may be a lapse in the employee's insurance coverage. The Employer's sole obligation hereunder, in the event back pay is awarded, is payment, or reimbursement, of the insurance premium.)

(e) The decision of the arbitrator shall be final subject to the limitations herein specified. The expense and salary incident to the services of the arbitrator will be shared equally between the Employer and the Union.

Section 2. Any meetings in Steps 1, 2, 3 and 4 will be held at mutually satisfactory times and places.

**Section 3.** Any grievance not appealed within the time limits by the grievant will be deemed settled on the basis of the Employer's last answer; any grievance not answered within the time limits by the Employer will be deemed to be submitted to the next higher step of the grievance procedure. If appeal or answer is given by mail, rather than in person, it will be deemed given at the time of mailing and received at the time of receipt. Answer is due within the indicated time period following receipt of the appeal, and is deemed given when mailed; appeal is to be within the specified time period following receipt of the answer, and is deemed made when mailed. Any time limits may be extended by mutual agreement, in writing.

**Section 4.** Each grievance when reduced to writing must contain a clear and concise statement of the subject matter of the grievance, the relief sought and the numbers of the Articles and Sections of this Agreement under which the claimant believes himself/herself entitled to relief, and must be signed and dated by the aggrieved employee. The referenced Articles and Sections may be revised no later than the time of meeting of Step 3. No written grievance may contain more than one grievance. Any written grievance which does not comply with this Section may be returned by the Employer without action. Any written grievance returned by the Employer for containing more than one grievance may be re-submitted within two (2) working days following such return and, if timely when originally submitted, will not be considered untimely when re-submitted.

## **ARTICLE 7**

### **DISCIPLINE (SUSPENSION AND DISCHARGE)**

**Section 1.** A regular full-time or regular part-time employee may request a union representative at any interview designed to elicit facts or statements from the employee where there is a reasonable expectation of discipline of the employee resulting from the interview.

**Section 2.** Regular full-time and regular part-time employees will be suspended or discharged only for just cause. Probationary and other employees may be disciplined, including suspension or discharge, with or without cause as exclusively determined by the Employer.

**Section 3.** A copy of any disciplinary action involving a bargaining unit employee will be provided to the Grievance Committee (unless the employee has previously notified the Employer and the Union, in writing, that they prefer copies not be given to the Union).

**Section 4.** A discharged or suspended regular full-time or regular part-time employee who considers their discharge or suspension to be without just cause must present a written grievance directly to Step 2 of the Grievance Procedure within two (2) working days of notification of the discharge or suspension. Any discharge or suspension not grieved within two (2) working days will be considered final.

**Section 5.** If the Union is participating in processing of a disciplinary grievance the Union will be given a copy of the employee's past disciplinary record upon request.

## **ARTICLE 8**

## **SENIORITY**

**Section 1.** Seniority for regular full-time and regular part-time employees is based on the employee's most recent date of hire in a bargaining unit position, and will continue until terminated by any of the circumstances enumerated below. Separate full-time and part-time seniority lists will be maintained. When two (2) or more employees would otherwise have the same seniority, their seniority will be determined by their birth dates (the older employee being deemed to have the greater seniority) or as otherwise agreed by the parties. Exceptions to any seniority provision of this agreement may be mutually agreed to by the Employer and the Union.

**Section 2.** (a) New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 90 calendar days actually worked in the bargaining unit position and will receive no continuous service credit during such period. The Employer may, absent objection by the Union, extend the probationary period in individual cases.

(b) The Union will be notified by the end of the probationary period when an employee's probationary period is being extended. Unless the Union objects within five (5) working days following such notification, the probationary period will be extended. Should timely objection be received by the Employer the employee's employment will normally be terminated.

(c) An employee continued as a regular full-time or regular part-time employee in a bargaining unit position following successful completion of their probationary period (as extended) will receive full continuous credit from the beginning of the probationary period, and will be entitled to all benefits for which they are otherwise eligible under this Agreement.

**Section 3.** Except to the extent otherwise specifically provided, seniority will accumulate during periods of layoff and during all approved leaves of absence.

**Section 4.** The Employer will post initial seniority lists for regular full-time and regular part-time employees which will include the employee's name, classification and seniority. A copy of each seniority list will thereafter be posted at least annually. Each employee must sign the appropriate seniority list next to their name. The Employer may conclusively rely upon the accuracy of such lists for all purposes of this Agreement, including for future revisions, provided the Union may protest any change in the lists within thirty (30) days following posting (or other notice) of any future revision.

**Section 5.** Employees will lose their seniority and their employment will be terminated in any of the following events:

(a) When an employee is discharged and the discharge is not reversed through the Grievance Procedure.

(b) When an employee quits or retires.

(c) When an employee fails to report for work as scheduled after a layoff when properly notified as hereinafter provided.

(d) When an employee fails to report for work as scheduled after a leave of absence or suspension.

(e) When an employee is laid off for a period equal to the lesser of twelve (12) months or their length of continuous service with BMC at the time of their layoff.

(f) When an employee absent due to injury or disease for which Worker's Wage Compensation is payable fails to return to work as scheduled upon receipt of Medical certification that they are able to return, or within thirty (30) calendar days after expiration of the period for which statutory wage compensation is paid.

(g) When an employee is on sick leave, including a leave during which Workers Wage Compensation is payable, for a period equal to the lesser of twelve (12) months or their length of continuous service with BMC at the time of commencement of such leave.

(h) When an employee is absent from work for a period of three (3) working days without notifying the Employer.

(i) Exceptions to any of the above may be made by the Employer.

Section 6. Except to the extent otherwise required by law, any person whose seniority has been terminated as provided above who is later re-employed will be considered in every respect as a new employee and a new seniority date will be established based upon the date of rehiring.

Section 7 - Layoff. When a layoff takes place within any classification, the following procedure will be followed so long as efficient scheduling permits and the remaining employees agree to work the necessary hours, and have the necessary qualifications, skill and physical ability, to efficiently perform all work required:

(a) Employees in the classification not entered on the applicable seniority list, including probationary and temporary employees, will normally be laid off first.

(b) Thereafter, seniority (based upon the applicable seniority list) of employees in the classification will normally determine the order in which such employees will be laid off, full-time employees normally to be laid off from full-time positions, part-time employees normally to be laid off from part-time positions.

Section 8 - Recall. When recall takes place within any classification, seniority (based on the applicable seniority list) of employees in the classification at the time of layoff will normally determine the order in which such employees will be recalled, so long as efficient scheduling permits and the employees agree to work the necessary hours, and have the necessary qualifications, skill and physical ability, to efficiently perform all work required. Employees who were full-time employees at the time of layoff will normally be recalled into full-time positions and employees who were part-

time employees at the time of layoff will normally be recalled into part-time positions. Employees who are laid off may be allowed to work for the Clinic in a Contingent capacity without adversely impacting their recall rights.

Section 9. When forces are to be reduced, the Employer will notify the Union of the intended layoff as soon as reasonably possible. Lists of bargaining unit employees to be laid off will be furnished to the Union.

Section 10. When recalling laid off employees, the Employer will notify them by registered or certified mail at their last known address. If such employees do not notify the Employer within seven (7) calendar days from the mailing date of such notice that they will report for work on the date specified in the notice, or give satisfactory reasons for delay beyond such time, they will be considered as having quit, and all seniority will be terminated. If the person recalled is not readily available the Employer may temporarily fill the vacancy in any manner it considers reasonable.

Section 11. While the Union recognizes the right of the Employer to determine the necessity for layoff/recall, and the number of employees to be laid off/recalled, representatives of the Union agree to meet with representatives of the Employer, upon request, prior to layoff/recall to discuss the affects and implementation of such layoff/recall. Any of the seniority provisions herein may be mutually waived by the Union and the Employer. If the Union and the Employer mutually agree on the individuals to be laid off/recalled, or if the Union fails to name the individuals it feels should be laid off/recalled once the Employer has indicated the classifications and number of employees to be laid off/recalled, the Employer will not be liable for any retroactive pay to an employee who should/should not have been recalled/laid off with respect to any period prior to the beginning of the workweek after agreement by the Employer that the wrong employee was recalled/laid off, or the beginning of the workweek following receipt by the Employer of such a decision in accordance with the grievance procedure herein provided. If the Union indicates the name of an individual to be laid off/recalled in accordance with the classifications and numbers required by the Employer, but the Employer elects to layoff/recall an employee other than that indicated by the Union, then (and only then) back pay may be awarded to such employee subsequently determined to have been improperly recalled/laid off. Grievances concerning layoff or recall must be submitted in writing directly to Step 2 of the grievance procedure within two (2) working days of notice of layoff/recall.

#### Section 12 - Posting of Vacancies.

(a) Notice of regular full-time and regular part-time vacancies (permanent vacancies which the Employer intends to fill due to the previous occupant's continuity of service being terminated, the permanent promotion, demotion, or lateral transfer of another employee, or the permanent establishment of a new job or an additional job opening in any job classification within the bargaining unit) will be posted for five (5) consecutive working days. A summary of the qualifications, starting wage and job duties for the position will be included with the posting.

(b) Any employee desiring to bid on the posted vacancy must make application in accordance with the posted notice within the posting period.

(c) The vacancy will be filled based on qualifications, skill and ability to perform the job duties, including performance on applicable pre-placement tests. When the qualifications, skill and ability of two or more applicants are relatively equal, and sufficient, preference will be given to the more senior applicant.

(d) In addition to any other requirements of this Agreement, an employee selected to fill a posted vacancy will be on probation for the first thirty (30) days of scheduled work in the new position, and may be returned to their former position by the Employer at any time during such period. If an employee is returned to their former position the remaining applicants for the original posting may be reconsidered without the necessity for re-posting. Applicants selected to fill posted vacancies may elect to return to their former position, within the first five (5) days of scheduled work in the new position.

(e) An applicant awarded a posting will not normally be permitted to post for another opening until at least six (6) months following such award (unless they have been returned to their former position by the Employer as above provided). Exceptions may be made by the Employer.

(f) An employee may hold more than one position with the Employer if, in the sole determination of the Employer, it does not conflict with other hours of employment.

## **ARTICLE 9**

### **WAGES, HOURS AND WORKING CONDITIONS**

**Section 1.** This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. For the purposes of computing overtime, and not as a limitation on scheduling employees for work, the Standard Workday will be a twenty-four (24) hour period commencing at 12:01 a.m. and the Standard Workweek will be a period of seven (7) consecutive days beginning at 12:01 a.m. on Sunday.

**Section 2.** Regular full-time and regular part-time employees working at least an eight (8) hour shift are normally entitled to a one-half (½) hour, or a one (1) hour, unpaid lunch period as scheduled with their supervisor. They will normally also be allowed a relief period of ten (10) minutes during the first half of each shift, and an additional ten (10) minute relief period during the last half of the shift, at times acceptable to their supervisor. Regular part-time employees working at least a four (4) hour shift may similarly be allowed a relief period of ten (10) minutes. It is recognized that the primary function of physician offices is the care and treatment of patients and that from time to time, as patient care needs dictate, it may be necessary to forego or reschedule a relief or lunch period.

### **Section 3 - Wages.**

(a) The minimum rates applicable during the term of this Agreement are set forth in Appendix A attached.

(b) When a new classification within the Bargaining Unit is established, the Employer may set a temporary rate for the position and put it into effect, such rate being subject to review in the following manner: The Employer will notify the Union no later than the time of putting such temporary rate into effect. If the Union does not agree the rate is proper, it must notify the Employer within seven (7) calendar days after notice from the Employer has been given. A meeting between the parties will be held at a mutually agreeable time within seven (7) calendar days of receipt of such notice by the Employer, unless extended by mutual agreement. If no agreement is reached the Union may file a written grievance, within seven (7) calendar days after such meeting, at Step 2 of the grievance procedure, the basis of such grievance being the question of fairness of the rate to be established relative to the local wage market. The rate determined at the conclusion of discussions or the grievance procedure will be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the Employer will become permanent for the remaining term of this Agreement. If at any time the Union feels that a new classification has been created and has not been established and classified by the Employer, the Union may submit the matter directly to Step 2 of the grievance procedure. If any change in the wage results, the rate determined at the conclusion of the grievance procedure will not be made retroactive prior to the date the matter was submitted in writing at Step 2 of the grievance procedure.

(c) Shift Differential – Employees working in the Walk-In Clinic shall receive, in addition to their regular base pay, \$0.20 cents per hour shift premium for all hours actually worked after 5:00 p.m. and for all hours worked on Sunday. The premium will be an add on, shall not be deemed part of the employee's base rate, and shall not be increased due to overtime or any other provision of the agreement.

#### Section 4 - Overtime.

(a) Time and one-half the employee's regular base rate will be paid for all hours actually worked in excess of forty (40) hours in a Standard Workweek.

(b) Time and one-half the employee's regular base rate will be paid for all hours actually worked by regular full-time and regular part-time employees on recognized holidays as defined in the Holidays Article of this Agreement.

(c) Overtime payment will not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated at overtime rates under one provision, they will not be counted as hours worked in determining overtime under the same or any other provision.

Section 5 - Temporary Hours. When work needs to be performed that requires additional staff hours above those which are normally scheduled, current employees, who have the



demonstrated skill and ability to do the necessary work within their scheduled (or unscheduled) straight time hours will be considered, in order of seniority, prior to hiring or contracting of temporary employees.

## **ARTICLE 10 HOLIDAYS**

### **Section 1 – Manner of Observance.**

The following days shall be recognized as holidays:

1. New Year's Day (January 1)
2. Memorial Day (Last Monday in May)
3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Eve (December 24)
7. Christmas Day (December 25)

**Section 2 – Holiday Worked Premium.** Employees who are required to work on a recognized holiday shall be paid holiday pay of time and one-half (1-1/2) their hourly rate for the hours worked on the holiday. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate of time and one-half.

## **ARTICLE 11 PAID TIME OFF (PTO) & EXTENDED ILLNESS BANK (EIB)**

### **Section 1 - PTO/EIB Overview.**

(a) Paid Time Off (PTO) is a flexible system consisting of two types of accruals – Paid Time Off (PTO) and Extended Illness Bank (EIB) for hours worked. PTO/EIB is available to regular full-time (32+ hrs/wk) and regular part-time (20+ hrs/wk) employees.

(b) Employees earn PTO and Extended Illness Bank (EIB) for each pay period at the accrual levels indicated below. An employee's earned EIB cannot be loaned or given to another employee for any reason at any time. Employees begin accruing PTO as of the first day of the pay period during which the employee worked or received pay. EIB will not begin accruing until after an employee has completed 90 days of continuous service with the Facility.

(c) Employees are required to use accrued PTO or EIB when unavailable for work or on a Leave of Absence unless the employee is receiving worker's compensation or long term disability payments. Accrued paid benefit time of PTO and EIB must be used at the same rate as the employee's scheduled "norm" hours.

(d) Employees are required to use PTO or EIB when unavailable to report for scheduled "norm" hours, except as provided for in Section I-E below (employer requested low need). An employee who leaves work due to illness or emergency after completing part of his/her shift is required to use either PTO, or EIB if applicable.

(e) PTO and/or EIB may be taken in fifteen (15) minute increments. An employee who is required to delay his/her report time or leave work early because of low need may elect either to use PTO for the low need/census hours or take time off without pay.

(f) PTO and/or EIB may not be taken until it is accrued.

(g) PTO and/or EIB do not accrue during periods when an employee is on any form of a continuous leave of absence, (i.e., worker's compensation or Long Term Disability) unless otherwise required by law.

(h) PTO and/or EIB may be used for the unpaid elimination period of an approved worker's compensation claim, but may not be coordinated with the workers compensation benefit.

(i) Accrued PTO and/or EIB may be used for the 90 calendar day elimination period of a Long Term Disability (LTD) claim. PTO and/or EIB may be used to supplement LTD once the claim has been approved in accordance with the LTD plan document.

(j) PTO may be utilized during the required terminal notice period only with the approval of the supervisor or if the employee verifies an illness or injury by means of a physician's statement.

#### Section 2 - PTO Eligibility.

(a) Eligible employees will begin accruing PTO as of the first day of the pay period during which the employee worked or received pay.

(b) PTO is used for vacation, illness, preventive health and dental care, personal business, etc. as needed. In addition, PTO may also be used for holidays if the employee's department or unit is closed on a day that the employee would otherwise have been scheduled to work. Employees are required to request PTO in advance (if possible). PTO requests are reviewed and approved based on the needs of the business, i.e., patients, facility, and department.

(c) For purposes of PTO accrual employees may be credited with job experience, during the ten (10) years immediately preceding their date of hire, in a similar job

function in a like environment. A maximum of ten (10) years credit may be given toward the PTO years of service.

(d) PTO taken on a holiday on which an employee would otherwise have been scheduled to work may, under certain limited circumstances described below, be paid in excess of the employee's FTE. For example, an employee who is asked by his/her manager to work additional hours beyond his/her FTE status during that holiday pay period may elect to receive payment for any approved PTO hours used by the employee that are attributable to the holiday (on which the employee's department was closed), regardless of whether those PTO hours cause the employee in this circumstance to exceed his/her FTE status during that pay period.

(e) In the event of an emergency, disaster, or unforeseen changes in personnel availability, the manager reserves the right to cancel PTO as s/he determines necessary.

(f) Physician and dental appointments should, to the extent possible, be scheduled for days off. Appointments scheduled for workdays shall be scheduled in advance with the manager and should be scheduled as close to the beginning or end of the shift as possible. Employees must utilize PTO to complement hours worked and to equal their normal scheduled shift.

### Section 3 - PTO Accrual Schedule.

<b>PTO Accrual Schedule</b>				
<b>* Full-time accrual based on status</b>				
<b>* Part-time accrual based on hours worked up to a max of 40 hours per week</b>				
<b>Years of PTO Eligibility*</b>	<b>Accrual Rate Per Eligible Hour Worked</b>	<b>Maximum Hours Accrued Per Pay Period</b>	<b>Annual Accrual Days/Hours (based on 8-hr days)</b>	<b>Maximum PTO Bank Accrual</b>
<b>0 through 4 Years</b>	<b>0.06146</b>	<b>4.92</b>	<b>16/128</b>	<b>192</b>
<b>5 through 10 Years</b>	<b>0.08069</b>	<b>6.46</b>	<b>21/168</b>	<b>252</b>
<b>11 through 19 Years</b>	<b>0.09223</b>	<b>7.38</b>	<b>24/192</b>	<b>288</b>
<b>20 Years</b>	<b>0.09992</b>	<b>7.99</b>	<b>26/208</b>	<b>312</b>
<b>21 years</b>	<b>0.10377</b>	<b>8.30</b>	<b>27/216</b>	<b>324</b>
<b>22 Years</b>	<b>0.10762</b>	<b>8.61</b>	<b>28/224</b>	<b>336</b>
<b>23 Years</b>	<b>0.11146</b>	<b>8.92</b>	<b>29/232</b>	<b>348</b>
<b>24 Years</b>	<b>0.11531</b>	<b>9.22</b>	<b>30/240</b>	<b>360</b>
<b>25+ Years</b>	<b>0.11915</b>	<b>9.53</b>	<b>31/248</b>	<b>372</b>

\* "Years of PTO Eligibility" is determined by the employee's continuous service within a benefit eligible position, which may differ from original hire date. Continuous service shall be determined

by the employee's most recent date of employment by the Clinic.

(a) Part-time benefit eligible employees accrue PTO hours on a prorated basis determined by the number of hours worked, not to exceed 80 hours worked in a pay period.

(b) All accrual rate changes are effective with the pay period coinciding with the employee's benefit eligible anniversary date or change in the employee's classification.

(c) Eligible employees may accrue PTO to a maximum of 150% of their annual accrual rate. When the maximum accrual is reached, the employee will stop accruing until his/her PTO balance is below the allowed maximum.

(d) PTO is paid at the employee's base rate of pay exclusive of differentials and premiums. PTO is not counted as productive hours worked when computing overtime.

(e) Except as otherwise specifically provided in this Agreement, the payment of PTO hours shall not cause an employee to be paid beyond that employee's FTE status (based on a 40 hour work week for full-time employees and per pay period for part-time employees). However, an employee may be paid PTO in excess of his/her FTE if the PTO was pre-approved and scheduled, and the employee's manager subsequently approved an assignment of additional hours to that employee within that pay period.

(f) Employees who terminate with proper notice or transfer to an ineligible status, will receive payment for all unused, accrued PTO. This will be paid out at the employees' straight-time hourly rate of pay. An employee terminating employment without proper notice or who is discharged from employment will forfeit any PTO. In the event of an employee's death, any unused PTO accrual, up to the maximum, will be paid to the employee's estate.

(g) Eligible employees who are rehired within three (3) months of termination, or who transfer back to an eligible position within three (3) months, will resume working with the same PTO accrual rate (based on years of service) that was in place prior to the termination or transfer.

Section 4 – Scheduling Paid Time Off. The following procedure will be followed for the scheduling of PTO:

(a) The determination of when paid time off, PTO, may be taken is left to the Clinic Manager who will prepare and post a PTO schedule for the office. PTO will, so far as practicable, be granted at times most desired by employees, in accordance with the following procedure, but the final right to allot PTO periods and to change such allotments is exclusively reserved to the BMC in order to insure the proper functioning of each office.

(b) Employees should schedule most of their PTO on the Priority PTO Schedule. PTO authorization forms will be distributed by March 15 showing the amount of PTO

each employee has for the upcoming year. PTO requests must be submitted on the forms by April 1 to be considered for the Priority PTO Schedule.

(c) The Priority PTO Schedule will be prepared for each department and will be posted by April 15. Once the Priority PTO Schedule has been prepared, later selections by employees will not deprive others of their priority PTO.

(d) PTO not scheduled on the Priority PTO Schedule may be scheduled at a later date upon mutual agreement of the Clinic and the employee. PTO should be requested prior to schedules being posted, but later requests of PTO will be considered subject to scheduling needs. Should conflict of PTO requests occur (excluding those on the Priority PTO Schedule), the employee first requesting PTO will be given priority.

#### **Section 5 - EIB Eligibility.**

(a) EIB must be utilized for (and is limited to) the employee's own illness or non-work related injury, pregnancy/childbirth. Except as noted below, an employee shall utilize PTO for the first twenty-four (24) hours of a medical-related absence before accessing EIB. If an employee's PTO accrual is insufficient to cover this entire twenty-four (24) hour waiting period, the "uncovered" portion of that twenty-four (24) hour waiting period will be unpaid time. Notwithstanding the above, EIB will commence on the first day of absence when: (1) the employee is hospitalized as an inpatient or outpatient; or (2) the employee begins an approved continuous FMLA leave (employee's own illness).

(b) Employees must submit a doctor's medical certificate to Human Resources for all EIB time used. This statement must include an estimate of the length of time the employee will be unable to work. The Employer may request verification by a second physician.

(c) The Employer may require a doctor's medical certificate stating the employee is able to return to work and perform the essential functions of his/her job.

(d) EIB is not counted as productive hours worked for any purpose, including the computation of overtime.

(e) EIB is for leave purposes only.

(f) EIB will begin accruing at the beginning of the pay period immediately following 90 days of service.

#### **Section 6 - EIB Accrual Schedule.**

<b>EIB Accrual Schedule</b>			
<b>Full-time based on status/Part-time based on hours worked</b>			
<b>Accrual Rate per Eligible Hour Worked</b>	<b>Maximum Accrual Rate per Pay Period</b>	<b>Annual EIB Accrual Hours</b>	<b>Maximum EIB Bank Accrual</b>

	3.69	96	720
--	------	----	-----

(a) Part-time benefit eligible employees accrue EIB hours on a prorated basis determined by the number of hours worked, not to exceed the full-time accrual rates.

(b) Eligible employees may accrue and carry over EIB from one year to the next to a maximum of 720 hours.

(c) EIB hours are paid only when used in accordance with this Article. Under no circumstances will EIB be paid in lieu of its usage. Accordingly, EIB is not paid-out upon an employee's termination or transfer to a non-benefit eligible position. However, if such employee returns to the Clinic within three (3) months or transfers back to an eligible position within three (3) months, those previously accrued EIB hours are "banked" and reactivated at that time.

## **ARTICLE 12**

### **FMLA LEAVE - FUNERAL LEAVE - LEAVES OF ABSENCE**

**Section 1 - FMLA Leave.** In accordance with the Family and Medical Leave Act (FMLA), as amended, leave qualifying as FMLA leave may be designated by the employee and/or the Employer as FMLA leave and the employee may be required to take leave pursuant to this Agreement, including paid leave and PTO, as part of such FMLA leave. Medical certification may be required for such leave, and for return from such leave, as permitted by this Agreement and/or the FMLA. The Employer may adopt policies and procedures to implement the FMLA.

#### **Section 2 - Funeral Leave.**

(a) When death occurs to a regular full-time or regular part-time employee's legal spouse or common law equivalent, parent, parent-in-law, child, child-in-law, sibling, sibling-in-law, grandparent or grandchild (including stepparent, stepchild, step sibling, aunt, uncle, niece or nephew when such relatives have lived with the employee in an immediate family relationship), an employee, upon request to their immediate supervisor, will be excused and paid for up to a maximum of three (3) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within a five (5) consecutive calendar day period, provided one such calendar day must be the day of the funeral and it is established the employee attended the funeral. For aunts or uncles with whom the employee has not lived in an immediate family relationship, the employee may request up to one scheduled day to attend the funeral. Upon request, the number of days of funeral leave will be extended up to five (5) excused and paid scheduled shifts which fall within a seven (7) calendar day period for death of an employee's legal spouse, parent or child.

(b) Funeral Leave pay will be based on the number of hours the employee was scheduled for that day, not to exceed eight (8) hours, and their normal base rate of pay. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability. In order to receive Funeral Leave pay, the time must be noted on

the employee's time card along with the name and relationship of the deceased. For purposes of this article, "funeral" shall be interpreted to include the term "memorial service."

**Section 3 - Leave of Absence.** Temporary leaves of absence, without pay, may be authorized by the Employer for periods of up to ninety (90) calendar days. Except as otherwise provided by the insurance policy, or by law, eligible employees have the option of continuing their insurance benefits during such leaves at their own expense.

**Section 4.** Request for a Leave of Absence must be made in writing to the Chief Operating Officer reasonably in advance of the requested leave. The request must state the reasons for the request and the length of time requested. If the request is granted, written authorization for the Leave of Absence will be given to the employee.

**Section 5.** Holidays, PTO, paid sick leave, funeral leave, jury duty, insurance and other fringe benefits (unless otherwise specifically stated) will not be paid, accrued or earned while an employee is on an unpaid Leave of Absence. A Leave of Absence will not, however, be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work. Absent consent by the Employer in writing, any employee accepting employment elsewhere, or self-employment, during a Leave of Absence will be considered to have voluntarily terminated their employment. If an employee fails to report for work as scheduled upon termination of their Leave of Absence, they will be considered as having quit voluntarily. No employee will be paid for any Leave of Absence unless otherwise specifically provided.

**Section 6 - Jury Duty.** Regular full-time and regular part-time employees who serve on jury duty (including employees who report for jury duty when summoned, whether or not used), or who are subpoenaed to appear in Court on behalf of Bell Medical Center, will be paid the difference between the payment they receive for such service and the pay they would otherwise have received from BMC for the straight-time hours they would have worked had they not been performing such service, based upon their current base rate of pay, exclusive of overtime or other premiums, and their scheduled workday. Payment herein is conditioned upon prompt return to work for the remainder of the scheduled shift for any employee released with at least four (4) hours of work time remaining in the scheduled workday.

**Section 7.** Bell Medical Center abides by the provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994 with respect to employment rights and benefits for persons absent from employment for service in uniformed services.

**Section 8.** Employees scheduled to work will be paid snow day pay for their scheduled shift or portion of their shift, when there is a delayed opening, clinic closure, or early closure due to inclement weather.

**ARTICLE 13**  
**HEALTH, DENTAL AND VISION BENEFITS**

**Section 1.** All benefit-eligible full-time and part-time employees may participate in the Employer's Health, Dental, and Vision insurance programs ("the Plans") as provided below not later than the first of the month following date of hire in a benefit-eligible position.

Employees' costs for coverages under these various Plans will continue in effect at their current levels through December 31, 2018. Premiums for part-time employees will be prorated based on the employee's assigned FTE pointage. Employees who wish to enroll family members in the Employer's medical plans will be required to comply with the Employer's annual eligibility verification processes.

On January 1, 2019 and thereafter for the life of this Agreement, the premium cost sharing between the Employer's and the employee for the Plans will remain at an 80%/20% split, with the employee responsible for twenty percent (20%) of the premium (or premium equivalent) for any such Plan.

Provided that the Employer continues to extend the identical Plans to bargaining unit members that it extends to all other UP Health System Bell employees, there shall be no obligation to bargain over changes in these Plans, and such changes, as well as issues relating to administration of the Plans, shall not be subject to the grievance and arbitration procedures of this Agreement.

Provided further, the Employer agrees that if any changes are made in these Plans which reduce the overall benefits provided by the Plans, the Employer will notify the Union and, upon written request received by the Employer within thirty (30) days of such notification, will meet and confer with the Union concerning the effects of such changes on bargaining unit employees.

**Section 2.** The Employer will pay the premium necessary to provide life insurance benefits for regular full-time employees, and regular part-time employees working at least twenty (20) hours per week, the face amount of such life insurance benefits being based upon the employee's wages for the previous calendar year (W-2) rounded to the next highest \$1,000 dollars. During the first year of employment the face amount of such life insurance benefits will be based on the annualized earnings as calculated by the budgeted hours for the position times the base rate of pay rounded to the next highest \$1,000 dollars.

**Section 3.** The employee's share of premiums will normally be deducted from their pay each bi-weekly pay period, based on 1/26 of the annual premium, and employees hereby agree to such payroll deduction.

**Section 4.** The Employer will continue to pay its share of such premiums during paid but unworked PTO, holidays, sick leave, funeral leave and jury duty. Except as otherwise required by law, for unpaid leaves the employee must pay the entire cost of insurance coverage, normally through payroll deduction as provided in Section (3).



**Section 5.** The Employer will normally deduct the employee's portion of premiums by payroll deduction. Nothing herein shall be construed, however, as relieving the employee of their obligation for such insurance premiums if the Employer is not otherwise reimbursed in full by such payroll deduction, or as requiring the Employer to continue payment of insurance premiums on behalf of the employee at any time unless the employee has made arrangements, acceptable to the Employer, for reimbursement of the Employer. Except to the extent required by this Agreement, or by law, the employee is responsible, and must reimburse the Employer, for any coverage beyond the date of the employee's termination of employment, whether by discharge, resignation, or otherwise, and the employee hereby authorizes payroll deduction for such reimbursement.

**Section 6.** Except as otherwise required by this Agreement, or by law, the Employer's obligation hereunder shall exist with respect to any employee only while they are in the active service of the Employer, only while they continue as a regular full-time or regular part-time employee of the Employer, and only while they continue to have earnings from the Employer for hours actually worked. The Employer, by payment of the premiums, or prorated premiums, for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. If any dispute should arise concerning whether the Employer is obligated to pay premiums for the employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer's group policy if available, the sole remedy against the Employer for improper failure to pay such premiums being reimbursement of said premiums to the appropriate party.

**Section 7.** An employee, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, is the later of the employee's eligibility or the earliest date permitted by the insurance carrier following notification of such change by the Employer.

**Section 8.** If an employee wishes to continue their coverage for any period during which the Employer is not required to pay the full premium, the employee has the responsibility for making all arrangements necessary for continuation of such coverage. It is also the employee's responsibility to assure they have made adequate provision for any required payment of premiums through the Employer. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of payment of premiums to the insurance carrier, the Employer may terminate payment of premiums, due to the employee's non-payment of necessary premiums, with or without prior notice to the employee.

**Section 9.** The Employee must notify the insurance company of any changes requested by the employee within thirty-one (31) days of a qualifying event.

**Section 10.** Any employee whose insurance benefits have been terminated must make proper application for resumption of benefits before benefits will be resumed.

**Section 11.** Full-time employees who have health insurance coverage from a source other than through the Employer may not participate in the Employer's health insurance plan, but may instead "opt-out" and receive the prorated equivalent of \$1,000 annually, paid out on a pay period by pay period basis. Part-time employees (as defined in Article 1) are eligible for this benefit at a prorated equivalent of \$500 annually.

## **ARTICLE 14** **PENSION**

Bell Medical Center will contribute to the Steelworkers' Pension Trust for each hour actually worked by the eligible regular employees to the following totals:

Effective August 19, 2018 - \$1.25 for each hour actually worked by eligible employees.

Effective June 1, 2019 - \$1.30 for each hour actually worked by eligible employees.

Hours excused from scheduled work and not paid because of Union Business directly involved with administration of this Labor Agreement will be included as hours "actually worked" for pension purposes, with Bell Medical Center making the above contribution for each such hour. The Union will reimburse Bell Medical for contributions made to the Steelworkers Pension Trust for hours excused from scheduled work and not paid because of Union Business that is for reasons other than for administration of the Labor Agreement. Upon payment to Bell Medical Center of the applicable contribution rate for such hours, Bell Medical Center will forward such contributions to UIU, with the employee receiving credit for such hours.

## **ARTICLE 15** **ORIENTATION**

The Employer will provide newly hired employees a facility-wide orientation upon hire. Bargaining unit employees will be informed at this time of the contact information for the Union.

Thereafter, newly hired and/or transferred employees will receive a job-specific orientation tailored to the needs of the specific position for which they are assigned.

Any additional training that may be necessary following orientation will be determined on a case-by-case basis, dependent upon the needs of the facility and the employee.

The Employer will provide advance notification to the Unit Chair (Clinic employee) whenever a newly-hired bargaining unit employee is scheduled for facility-wide orientation, allowing an opportunity for the Unit Chair to greet the new-hire during the orientation break time.

## **ARTICLE 16**

### **GENERAL**

**Section 1.** Any reference in this Agreement to male or female employees shall be deemed to include reference to employees of the opposite sex.

**Section 2.** Unless otherwise specified, "calendar days" means Sunday through Saturday, and "working days" means Monday through Friday excluding the holidays recognized by this Agreement.

**Section 3.** Employees must provide a telephone number through which they may be reached, and must promptly notify the Employer of any change of telephone number, name, address, dependents, draft status, marital status or other information affecting insurance or other benefit status. The Employer may rely upon such records, as most recently amended, for all purposes involving the employee's employment and this Agreement.

**Section 4.** In all cases where an employee is unable to report for work at the designated starting time, for any reason, they must immediately notify their supervisor. Failing to do so, they need not be reinstated upon their return until a reasonable explanation is furnished, satisfactory to the Employer.

**Section 5.** Employees must give the Employer at least fourteen (14) calendar days advance notice of intended retirement, or other termination of employment, and must be willing to work during such period. Employees failing to provide such fourteen day notice, or failing to work as required by the Employer during such fourteen days, shall forfeit any right they may otherwise have to accrued or earned PTO, or Paid Sick Leave, or to pay for any such time.

**Section 6.** (a) Every employee must and hereby agrees to have such Medical Examination(s) as are required from time to time by the Employer. When the Employer requires such Medical Examination(s) be performed by physicians or other Medical personnel of the Employer's choosing, the Employer will pay for such examination(s).

(b) Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations, alcohol and drug tests (excluding random tests unless otherwise required, or specifically permitted, by law), lab tests, x-rays and other examinations, tests, etc., to establish or re-establish the employee's fitness to perform their work.

**Section 7.** The proposals made by each party during negotiations leading to this Agreement and the discussions had with respect thereto may not be used, or referred to in any way, during or in connection with the processing of any grievance arising under the provisions of this Agreement.

**Section 8.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements

arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 9. The entire agreement between the parties, as set forth in this Agreement, including all appendices and other documents incorporated by reference, expresses all of the terms and conditions of employment applicable to bargaining unit employees during its term. Modifications hereto may be made by the parties in writing. Any agreement reached between the Employer and the Union is binding upon all employees affected and cannot be changed by any individual.

Section 10. If any provision of this Agreement is deemed to be in violation of any policy or procedure mandated by any state or federal agency with whom the Employer is dealing, or is held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been timely taken, such provision will be void and inoperative, but all other provisions of this Agreement will, insofar as possible, continue in full force and effect. While this Agreement will not be deemed reopened for such purpose, the parties agree to meet for the purpose of negotiating changes made necessary by any such judgment or decree.

Section 11. This agreement shall be binding upon the successors, assigns, and transferors. It is agreed in the event of a sale or merger of Bell Medical Center or a part thereof, the successors, assigns and transferors to BMC interests shall recognize the Union as the exclusive representative of the bargaining unit employees and that this Agreement shall be binding upon the successor.

**ARTICLE 17**  
**DURATION**

Section 1. The terms of this Agreement will become effective June 1, 2018 and will continue through and including May 31, 2023. The Agreement will then be automatically renewed, for additional periods of one (1) year, unless either party notifies the other party at least ninety (90) days before any expiration date of its desire to terminate the Agreement.

Section 2. Any notice required by this Agreement must be by Certified Mail, and will be considered completed at the time of mailing, if by the Employer to the United Steelworkers, 1244A Midway Road, Menasha, Wisconsin 54952, and if by the Union to Bell Medical Center, 901 Lakeshore Drive, Ishpeming, Michigan 49849. Either party may, by like notice, change the address to which notice to it must be given.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, have subscribed their names as of the effective date provided above.

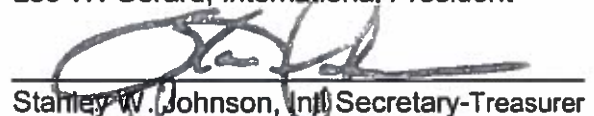
BELL MEDICAL CENTER

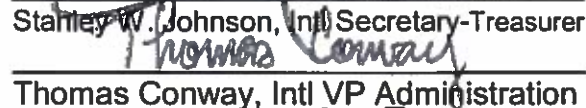
  
Teresa Perry, CFO

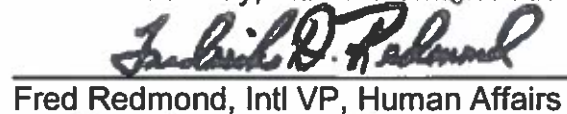
  
Tami Ketchum, HR Director

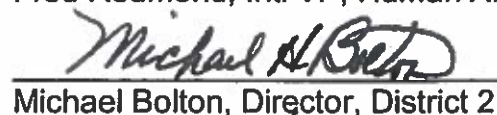
UNITED STEELWORKERS, AFL-CIO

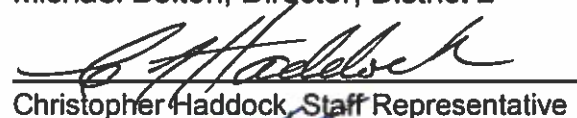
  
Leo W. Gerard, International President

  
Stanley W. Johnson, Intl Secretary-Treasurer

  
Thomas Conway, Intl VP Administration

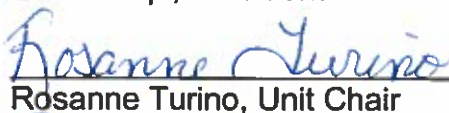
  
Fred Redmond, Intl VP, Human Affairs

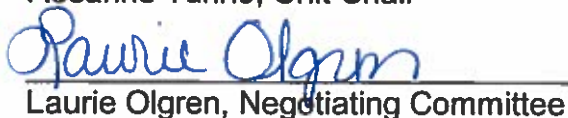
  
Michael Bolton, Director, District 2

  
Christopher Haddock, Staff Representative

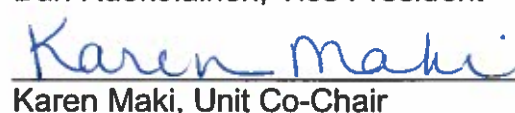
USW Local 4950 Committee Members

  
Chad Korpi, President

  
Rosanne Turino, Unit Chair

  
Laurie Olgren, Negotiating Committee

  
Dan Ruokolainen, Vice President

  
Karen Maki, Unit Co-Chair

1-8  
0-7  
3/29/19

## APPENDIX A

### Minimum Rates for Regular Full-Time, Regular Part-Time and Probationary Employees

<b>BMC 6/1/2018</b>	<b>start rate</b>	<b>1yr</b>	<b>2yr</b>	<b>5yr</b>	<b>7yr</b>	<b>10yr</b>	<b>15yr</b>	<b>20yr</b>	<b>25yr</b>	<b>30yr</b>
Receptionist	\$11.63	\$11.79	\$11.99	\$12.51	\$12.91	\$13.50	\$14.56	\$15.70	\$16.92	\$17.13
Medical Records Clerk	\$11.63	\$11.79	\$11.99	\$12.51	\$12.91	\$13.50	\$14.56	\$15.70	\$16.92	\$17.13
Central Scheduling Secretary	\$12.95	\$13.12	\$13.34	\$13.93	\$14.37	\$15.01	\$16.18	\$17.43	\$18.79	\$19.02
Medical Assistant	\$13.50	\$13.70	\$13.90	\$14.55	\$15.00	\$15.65	\$16.88	\$18.19	\$19.60	\$19.84
Billing Clerk	\$13.62	\$13.82	\$14.04	\$14.68	\$15.14	\$15.81	\$17.04	\$18.36	\$19.78	\$20.03
Certified Billing Clerk	\$13.98	\$14.25	\$14.46	\$15.14	\$15.59	\$16.31	\$17.58	\$18.95	\$20.41	\$20.66
Non-certified Coder	\$14.73	\$15.00	\$15.23	\$15.95	\$16.43	\$17.18	\$18.51	\$19.95	\$21.53	\$21.80
LPN	\$15.25	\$15.49	\$15.72	\$16.45	\$16.94	\$17.71	\$19.02	\$20.56	\$22.16	\$22.44
Coding Specialist	\$16.56	\$16.88	\$17.14	\$17.94	\$18.48	\$19.32	\$20.83	\$22.46	\$24.20	\$24.50
Spec Procedure LPN	\$17.60	\$17.86	\$18.13	\$18.92	\$19.48	\$20.31	\$21.82	\$23.44	\$25.19	\$25.50
Spec Procedure LPN II	\$20.59	\$20.86	\$21.12	\$21.91	\$22.47	\$23.31	\$24.82	\$26.41	\$28.10	\$28.45
<b>BMC 6/1/2019</b>	<b>start rate</b>	<b>1yr</b>	<b>2yr</b>	<b>5yr</b>	<b>7yr</b>	<b>10yr</b>	<b>15yr</b>	<b>20yr</b>	<b>25yr</b>	<b>30yr</b>
Receptionist	\$11.80	\$11.97	\$12.17	\$12.70	\$13.10	\$13.70	\$14.78	\$15.93	\$17.17	\$17.39
Medical Records Clerk	\$11.80	\$11.97	\$12.17	\$12.70	\$13.10	\$13.70	\$14.78	\$15.93	\$17.17	\$17.39
Central Scheduling Secretary	\$13.14	\$13.32	\$13.54	\$14.14	\$14.58	\$15.23	\$16.42	\$17.69	\$19.07	\$19.30
Medical Assistant	\$13.70	\$13.90	\$14.11	\$14.77	\$15.22	\$15.88	\$17.13	\$18.46	\$19.89	\$20.14
Billing Clerk	\$13.82	\$14.03	\$14.25	\$14.90	\$15.37	\$16.05	\$17.29	\$18.63	\$20.08	\$20.33
Certified Billing Clerk	\$14.19	\$14.46	\$14.68	\$15.37	\$15.82	\$16.55	\$17.84	\$19.23	\$20.72	\$20.97
Non-certified Coder	\$14.95	\$15.22	\$15.46	\$16.19	\$16.68	\$17.44	\$18.79	\$20.25	\$21.85	\$22.13
LPN	\$15.48	\$15.72	\$15.95	\$16.70	\$17.19	\$17.97	\$19.30	\$20.87	\$22.49	\$22.78
Coding Specialist	\$16.81	\$17.13	\$17.40	\$18.21	\$18.76	\$19.61	\$21.14	\$22.80	\$24.56	\$24.87

Spec Procedure LPN	\$17.86	\$18.13	\$18.40	\$19.20	\$19.77	\$20.61	\$22.15	\$23.79	\$25.57	\$25.88
Spec Procedure LPN II	\$20.90	\$21.17	\$21.44	\$22.24	\$22.81	\$23.66	\$25.19	\$26.81	\$28.52	\$28.88
<b>BMC 6/1/2020</b>	<b>start rate</b>	<b>1yr</b>	<b>2yr</b>	<b>5yr</b>	<b>7yr</b>	<b>10yr</b>	<b>15yr</b>	<b>20yr</b>	<b>25yr</b>	<b>30yr</b>
Receptionist	\$12.01	\$12.18	\$12.38	\$12.92	\$13.33	\$13.94	\$15.04	\$16.21	\$17.47	\$17.69
Medical Records Clerk	\$12.01	\$12.18	\$12.38	\$12.92	\$13.33	\$13.94	\$15.04	\$16.21	\$17.47	\$17.69
Central Scheduling Secretary	\$13.37	\$13.55	\$13.78	\$14.39	\$14.83	\$15.50	\$16.71	\$18.00	\$19.40	\$19.64
Medical Assistant	\$13.94	\$14.14	\$14.36	\$15.03	\$15.49	\$16.16	\$17.43	\$18.78	\$20.24	\$20.49
Billing Clerk	\$14.06	\$14.27	\$14.50	\$15.16	\$15.64	\$16.33	\$17.59	\$18.96	\$20.43	\$20.68
Certified Billing Clerk	\$14.44	\$14.71	\$14.94	\$15.64	\$16.10	\$16.84	\$18.15	\$19.57	\$21.08	\$21.34
Non-certified Coder	\$15.21	\$15.49	\$15.73	\$16.47	\$16.97	\$17.74	\$19.12	\$20.60	\$22.23	\$22.52
LPN	\$15.75	\$15.99	\$16.23	\$16.99	\$17.49	\$18.28	\$19.64	\$21.23	\$22.88	\$23.18
Coding Specialist	\$17.10	\$17.43	\$17.70	\$18.53	\$19.09	\$19.95	\$21.51	\$23.20	\$24.99	\$25.30
Spec Procedure LPN	\$18.17	\$18.45	\$18.73	\$19.54	\$20.11	\$20.97	\$22.54	\$24.21	\$26.02	\$26.33
Spec Procedure LPN II	\$21.26	\$21.54	\$21.81	\$22.63	\$23.21	\$24.07	\$25.63	\$27.28	\$29.02	\$29.38
<b>BMC 12/1/2021</b>	<b>start rate</b>	<b>1yr</b>	<b>2yr</b>	<b>5yr</b>	<b>7yr</b>	<b>10yr</b>	<b>15yr</b>	<b>20yr</b>	<b>25yr</b>	<b>30yr</b>
Receptionist	\$12.25	\$12.42	\$12.63	\$13.18	\$13.60	\$14.22	\$15.34	\$16.53	\$17.82	\$18.04
Medical Records Clerk	\$12.25	\$12.42	\$12.63	\$13.18	\$13.60	\$14.22	\$15.34	\$16.53	\$17.82	\$18.04
Central Scheduling Secretary	\$13.64	\$13.82	\$14.05	\$14.68	\$15.13	\$15.81	\$17.04	\$18.36	\$19.79	\$20.03
Medical Assistant	\$14.22	\$14.42	\$14.65	\$15.33	\$15.80	\$16.48	\$17.78	\$19.15	\$20.64	\$20.90
Billing Clerk	\$14.34	\$14.55	\$14.79	\$15.46	\$15.95	\$16.66	\$17.94	\$19.34	\$20.84	\$21.09
Certified Billing Clerk	\$14.73	\$15.00	\$15.24	\$15.95	\$16.42	\$17.18	\$18.51	\$19.96	\$21.50	\$21.77
Non-certified Coder	\$15.51	\$15.80	\$16.04	\$16.80	\$17.31	\$18.09	\$19.50	\$21.01	\$22.67	\$22.97
LPN	\$16.06	\$16.31	\$16.55	\$17.33	\$17.84	\$18.64	\$20.03	\$21.65	\$23.34	\$23.64
Coding Specialist	\$17.44	\$17.78	\$18.05	\$18.90	\$19.47	\$20.35	\$21.94	\$23.66	\$25.49	\$25.81
Spec Procedure LPN	\$18.53	\$18.82	\$19.10	\$19.93	\$20.51	\$21.39	\$22.99	\$24.69	\$26.54	\$26.86

Spec Procedure LPN II	\$21.68	\$21.97	\$22.25	\$23.08	\$23.67	\$24.55	\$26.14	\$27.82	\$29.60	\$29.97
<b>BMC 12/1/2022</b>	<b><u>start</u> <u>rate</u></b>	<b><u>1yr</u></b>	<b><u>2yr</u></b>	<b><u>5yr</u></b>	<b><u>7yr</u></b>	<b><u>10yr</u></b>	<b><u>15yr</u></b>	<b><u>20yr</u></b>	<b><u>25yr</u></b>	<b><u>30yr</u></b>
Receptionist	\$12.49	\$12.67	\$12.88	\$13.44	\$13.87	\$14.50	\$15.65	\$16.86	\$18.18	\$18.40
Medical Records Clerk	\$12.49	\$12.67	\$12.88	\$13.44	\$13.87	\$14.50	\$15.65	\$16.86	\$18.18	\$18.40
Central Scheduling Secretary	\$13.91	\$14.10	\$14.33	\$14.97	\$15.43	\$16.13	\$17.38	\$18.73	\$20.18	\$20.43
Medical Assistant	\$14.50	\$14.71	\$14.94	\$15.64	\$16.12	\$16.81	\$18.13	\$19.53	\$21.05	\$21.32
Billing Clerk	\$14.63	\$14.84	\$15.08	\$15.77	\$16.27	\$16.99	\$18.30	\$19.73	\$21.26	\$21.51
Certified Billing Clerk	\$15.02	\$15.30	\$15.54	\$16.27	\$16.75	\$17.52	\$18.88	\$20.36	\$21.93	\$22.20
Non-certified Coder	\$15.82	\$16.12	\$16.36	\$17.14	\$17.66	\$18.45	\$19.89	\$21.43	\$23.12	\$23.43
LPN	\$16.38	\$16.64	\$16.88	\$17.68	\$18.20	\$19.01	\$20.43	\$22.08	\$23.81	\$24.11
Coding Specialist	\$17.79	\$18.13	\$18.41	\$19.28	\$19.86	\$20.76	\$22.38	\$24.13	\$26.00	\$26.33
Spec Procedure LPN	\$18.90	\$19.20	\$19.48	\$20.33	\$20.92	\$21.82	\$23.45	\$25.18	\$27.07	\$27.40
Spec Procedure LPN II	\$22.11	\$22.41	\$22.69	\$23.54	\$24.14	\$25.04	\$26.66	\$28.38	\$30.19	\$30.57



**LETTER OF UNDERSTANDING**  
**SUBJECT: CONVERSION TO PTO/EIB**

With the January 1, 2016 conversion to the Bell Memorial Hospital PTO/EIB plan, the parties agree as follows:

1. **PTO-Holiday.**

a. Employees hired after the effective date of the 2015 – 2018 collective bargaining agreement will accrue PTO in accordance with the accrual schedule set forth in Article XI. All incumbent employees will accrue PTO as specified in subsections (b) through (e), below.

b. Effective January 1, 2016, employees will be credited with 48 hours of additional PTO (over and above the accrual described in Article XI) to be used throughout 2016 as holiday time-off. Said time-off will be taken in increments of single days off, during the same pay period in which a Hospital-recognized holiday falls. (Part-time employees will receive this credit on a pro-rated basis, in accordance with their FTE pointage).

c. Effective January 1, 2017, employees will be credited with 32 hours of additional PTO (over and above the accrual described in Article XI) to be used throughout 2017 as holiday time-off. Said time-off will be taken in increments of single days off, during the same pay period in which a Hospital-recognized holiday falls. (Part-time employees will receive this credit on a pro-rated basis, in accordance with their FTE pointage).

d. Effective January 1, 2018, employees will be credited with 16 hours of additional PTO (over and above the accrual described in Article XI) to be used throughout 2018 as holiday time-off. Said time-off will be taken in increments of single days off, during the same pay period in which a Hospital-recognized holiday falls. (Part-time employees will receive this credit on a pro-rated basis, in accordance with their FTE pointage).

e. Effective January 1, 2019, all bargaining unit employees will accrue PTO in accordance with the accrual schedule set forth in Article XI.

2. **EIB.**

a. Effective January 1, 2016, employees will begin accruing EIB as described in Article XI, at which time all accrued sick leave hours will be credited to the employee's EIB bank.

**LETTER OF UNDERSTANDING**  
**2015 NEGOTIATIONS**

**RE: Collective Bargaining Agreement ("CBA") by and between Bell Medical Center ("BMC") and the United Steelworkers, AFL-CIO (the "Agreement").**

For the term of the above referenced agreement it is hereby mutually understood and agreed as follows:

1. The following bargaining unit members, so long as they continue as BMC bargaining unit employees, will have the following respective dates recognized as dates of hire for the purpose of determining seniority and the Maximum Yearly PTO:

Hope Carlson	July 1, 1987
Laurie Olgren	May 1, 1988
Linda Wallner	June 1, 1991
Kay Marjonen	August 13, 1990
Julie Gravedoni	January 25, 1991
Rosanne Turino	October 7, 1996

2. The following bargaining unit members, so long as they remain regularly scheduled to work at least thirty two (32) hours per week will be considered regular full-time employees for purposes of seniority and health insurance.

Laurie Olgren  
Linda Wallner  
Julie Gravedoni  
Kay Marjonen

3. Any of the below listed employees who were enrolled in the Voluntary Long Term Disability, LTD, Insurance Plan as of August 27, 1999 who reach the maximum of 720 hours of earned EIB cease contributing the employee portion of the premium for LTD insurance.

Hope Carlson  
Laurie Olgren  
Linda Wallner  
Kay Marjonen  
Julie Gravedoni

4. Dental Insurance: The following will receive employer paid dental insurance.

Hope Carlson  
Laurie Olgren  
Linda Wallner  
Julie Gravedoni  
Kay Marjonen

5. Vision Insurance: The following will receive employer paid vision insurance.  
Hope Carlson  
Laurie Olgren  
Linda Wallner  
Julie Gravedoni  
Kay Marjonen
6. Insurance Coverage. The Medical Insurance Benefits will be as presented in the Summary Plan Description and the Benefits at a Glance.
7. Educational Assistance. Regular full-time employees may be eligible for educational assistance. Such reimbursement will be in the sole discretion of the Clinic, based upon staffing needs and projections, and will be in compliance with rules and regulations outlined in the Clinic's Educational Assistance Program policy as from time to time amended.
8. A Billing Clerk that becomes a certified coder will be reclassified as a Certified Billing Clerk.
  - 8(a). Billing Clerks with prior experience hired by the Clinic may, at management's discretion, be paid at a rate up to the 10 year Billing Clerk rate.
9. This Letter of Understanding incorporates all current Letters of Understanding between the parties; any prior Letters of Understanding not incorporated in this Letter of Understanding are hereby terminated.

## **MEMORANDUM OF UNDERSTANDING**

Bell Medical Center  
And  
United Steelworkers, AFL-CIO  
Local 4950

### **SUBJECT: Hiring of Experienced Employees**

The purpose of this Memorandum of Understanding (MOU) is to address the hiring of experienced employees within certain bargaining unit positions while maintaining positive relations with employees. Bargaining unit positions covered by this MOU are:

- LPNs
- Billing Clerks
- Certified Billing Clerks
- Non-Certified Coders
- Coding Specialists

Effective December 29, 2015, the parties mutually agree that Management has the flexibility when recruiting experienced employees in the above classifications to offer an hourly rate up to the mid-point on the wage scale in that job classification. The intent is to recruit experienced/skilled co-workers; this will not affect seniority rights. Management will meet with the Union to review the reason and justification of placing a potential employee at their designated wage rate as determined by Management.

Nothing in this MOU shall serve to limit the Employer's management rights as set out in the collective bargaining agreement.

**Memorandum of Understanding**

**Bell Medical Center/Ishpeming Medical Center  
And  
United Steelworkers, AFL-CIO  
Local 4950**

Bell Medical Center and Ishpeming Medical Center provide patient care services and business office functions at Teal Lake Medical Center and at the Tobin Building. The purpose of this Memorandum of Understanding is to address situations in which the supervision of a department or function is needed but is unable to be provided by the Employer due to the absence of a supervisor or manager. In such situations, the Employer may assign supervisory duties to a staff member.

Employees who, in the absence of their departmental supervisors are assigned to substantially all or a significant portion of the duties of such supervisor will receive a premium of one dollar per hour for hours actually worked while assigned to those supervisory duties and responsibilities. Said supervisory responsibilities will not include corrective action or other employment action. While the Employer has the right to determine which employees to assign to such supervisory duties and responsibilities, employee seniority will be considered, along with qualifications, skill and ability, and work location in making such assignments. Such premium shall be an add-on, shall not be deemed a part of the employee's base rate, and shall not be increased due to overtime or any other provisions of this Agreement.

Signatures:

Michael A. Bellmore  
United Steelworkers Representative

Mark A. Parini  
United Steelworkers Representative

John E. Drummond  
United Steelworkers Representative

R. A. Jo  
Bell Hospital Representative

Josanne Turino  
USW

Oprie N. Okron  
USW

**Memorandum of Understanding**  
**Bell Medical Center/Ishpeming Medical Center**  
**And**  
**United Steelworkers, AFL-CIO**  
**Local 4950**

Bell Medical Center and Ishpeming Medical Center provide patient care services and in office procedures at the Teal Lake Medical Center and through the Medical Office Building attached to Bell Memorial Hospital. The volume of patient demand can vary based upon provider availability and other market factors. The purpose of this Memorandum of Understanding (MOU) is to address the Employers' need to manage its fiscal resources in light of variations in demand while maintaining positive relations with its employees.

Effective with Fiscal Year 2012, the Staffing Coordinator will confirm that there is more staff than needed to provide service according to projected patient demand. If overstaffing does exist, the following procedures will be followed.

The order in which the individual department (i.e., Urology, Orthopedic office, Internal Medicine, Prevost/Lackey,...) flexes down for low census is as follows:

1. Most senior employee in the department and the classification will be offered the opportunity to volunteer for low census.
2. Contingent and/or temporary workers in the department and classification will be placed on low census if volunteers do not satisfy low census.
3. Employees who have not fully satisfied their probationary period in the department/classification if contingent/temporary staff do not satisfy low census.
4. Thereafter, by seniority within the department/classification until need is met.
5. If an employee's low census hours exceed eight in a pay period, they will be allowed to bump a less senior employee in their classification given that they meet qualifications required.

The Staffing Coordinator will make every effort to cancel the employee's shift not less than two hours prior to the start of the scheduled workday, whenever possible. Employees who are not notified of a shift cancellation before arriving to work will be allowed to work a minimum of two hours.

Management will seek alternatives to low census, including working low census (project work outside of normal course of duties.) to help ease the economic burden of possible low census hours.

Nothing in this agreement shall serve to limit the Employer's management rights as set out each collective bargaining agreement.

Signatures:

Michael W. Bellmore  
United Steelworkers Representative

Marla A. Parin  
United Steelworkers Representative

Jack E. Drummond  
United Steelworkers Representative

R. G. S.  
Bell Hospital Representative

Paulie N. Ogden  
USW

Bessanne Turino  
USW