12-MED-10-1208
0553-02
K29944
10/02/2013

AGREEMENT

Between

METROHEALTH MEDICAL CENTER

**MetroHealth Centers for
Skilled Nursing Care**

**MetroHealth Centers for
Community Health**

and

LOCAL 3360

and

**OHIO COUNCIL 8
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO**

Effective February 4, 2013 through February 2, 2016

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE I - RECOGNITION 1

ARTICLE II - NON-DISCRIMINATION 3

ARTICLE III - NO STRIKE 3

ARTICLE IV - MANAGEMENT RIGHTS 4

ARTICLE V - UNION RIGHTS 5

ARTICLE VI - UNION SECURITY AND CHECK OFF 6

ARTICLE VII - UNION ACTIVITY - VISITATION - BULLETIN BOARDS 8

ARTICLE VIII - UNION REPRESENTATION 10

ARTICLE IX - DISCIPLINE 13

ARTICLE X - GRIEVANCE PROCEDURE 15

ARTICLE XI - PROBATIONARY PERIOD 20

ARTICLE XII - SENIORITY 20

ARTICLE XIII - LATERAL TRANSFERS, SHIFT PREFERENCE, AND WORK WEEK PREFERENCE 22

ARTICLE XIV - PERMANENT PROMOTIONS - JOB BIDDING 24

ARTICLE XV - LAY-OFFS 27

ARTICLE XVI - HOURS OF WORK 31

ARTICLE XVII - OVERTIME - PREMIUM PAY COMPENSATION 36

ARTICLE XVIII - JOB EVALUATION AND CLASSIFICATION 39

ARTICLE XIX - TEMPORARY TRANSFERS 41

ARTICLE XX - LEAVES OF ABSENCE 43

ARTICLE XXI - HOLIDAYS 50

ARTICLE XXII - VACATIONS 52
ARTICLE XXIII - SHIFT PREMIUM 54
ARTICLE XXIV - ON-CALL PAY 55
ARTICLE XXV - REPORT-IN PAY 55
ARTICLE XXVI - CALL-IN PAY 55
ARTICLE XXVII - MILEAGE ALLOWANCE 56
ARTICLE XXVIII - UNIFORMS AND PROTECTIVE GEAR 56
ARTICLE XXIX - PART-TIME EMPLOYEE BENEFITS 57
ARTICLE XXX - PAY DAY AND PAY PROCEDURE 58
ARTICLE XXXI - INSURANCE 59
ARTICLE XXXII - GENERAL WAGE INCREASES 61
ARTICLE XXXIII - SUCCESSOR 64
ARTICLE XXXIV - MISCELLANEOUS 65
ARTICLE XXXV - LEGALITY 66
ARTICLE XXXVI - DURATION 66
ARTICLE XXXVII - LABOR/MANAGEMENT COMMITTEE 67
LETTER OF UNDERSTANDING – SUB-CONTRACTING AGREEMENT (MAINTENANCE)
LETTER OF UNDERSTANDING – SUB-CONTRACTING AGREEMENT (RADIOLOGY)
MEMORANDUM OF UNDERSTANDING – OFFICE SPACE AT SOUTH CAMPUS
MEMORANDUM OF UNDERSTANDING – LPN JOB CLASSIFICATION MODIFICATION
MEMORANDUM OF UNDERSTANDING- PART-TIME INSURANCE BENEFITS
MEMORANDUM OF UNDERSTANDING – MANDATORY OVERTIME
MEMORANDUM OF UNDERSTANDING – PRN STAFFING
WAGE GRADES

APPENDIX A – SUMMARY PLAN DESCRIPTION

AGREEMENT

MetroHealth Medical Center, Cleveland, Ohio, MetroHealth Centers for Skilled Nursing Care, and all present satellite locations and any new satellite locations (the latter subject to negotiations and agreement on operating practices and procedures), shall hereinafter be referred to collectively as the "Hospital." Local 3360 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, shall hereinafter be referred to as the "Union." The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employee in the bargaining unit, and both the Hospital and the Union recognize that the benefits and responsibilities of employment, including those provided in this Statement, shall be shared and assumed equally and uniformly by all employees. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties (including all bargaining unit employees), subject to the laws of the United States, the State of Ohio, and subject to all times to the paramount responsibility of the Hospital to care properly for patients, without interruption or interference.

ARTICLE I - RECOGNITION

(1) The Union is recognized as the sole and exclusive representative for all employees in the job classifications of the bargaining unit, as set forth in the attached Salary Schedules, for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding

physicians, dentists, pharmacists, podiatrists, bacteriologists (with doctorate degree), psychologists, dietitians, registered nurses, students, licensed or registered physical and/or occupational therapists, administrative personnel (including all employees in the Department of Human Resources), management level employees, confidential secretaries and other confidential employees, employees of the Professional Staff Funds, security personnel, supervisors (as defined by law), and seasonal and casual employees. It is the intention of both the Hospital and the Union that the bargaining unit covered by this Agreement includes all non-supervisory and non-professional job classifications unless specifically excluded, and the Hospital will not recognize any other union or organization as the representative for any employees within the bargaining unit. Furthermore, work customarily performed by employees within the bargaining unit shall not be regularly performed by supervisors or other personnel not included within the bargaining unit, except under the following conditions:

(a) Where bargaining unit and non-bargaining unit job content and functions functionally overlap (such as R.N. - L.P.N. - Nurse Aide, Maintenance, etc.).

(b) In the event of an emergency.

(c) For instructional purposes.

(d) Where qualified employees are not readily available.

(e) Where necessary to maintain normal operations because of absenteeism or other good reason.

(1-A) Work customarily performed by bargaining unit members will continue to be performed by bargaining unit members consistent with past practice and provided that sufficient bargaining unit members are readily available to complete the work in a reasonably expeditious period of time, consistent with current practice. In addition, with respect to construction work, the Hospital retains the right to subcontract bargaining unit work where such is new construction, or related to new construction, or bargaining unit employees do not possess the necessary skills to perform the work in

question, or the equipment necessary to perform the work in question is not readily available, or the work in question cannot be completed in a reasonably expeditious period of time, consistent with current practice. Notwithstanding the above, nothing herein shall limit the Hospital's right to have bargaining unit work performed by non-bargaining unit persons as set forth in paragraph 1 of Article I of the Agreement.

ARTICLE II - NON-DISCRIMINATION

(2) Both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, sexual preference or handicap.

(3) The Hospital recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Hospital agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Hospital against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

(4) All employees at the Hospital within the bargaining unit shall receive equal treatment and shall share in any and all benefits and responsibilities provided herein.

ARTICLE III - NO STRIKE

(5) The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike,

slowdown, walkout, work stoppage, picketing, or interference of any kind at any operation or operations of the Hospital for the duration of this Agreement.

(6) Violations of Paragraph 5 shall be proper cause for discharge or other disciplinary action.

(7) The Union shall at all times cooperate with the Hospital in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Paragraph 5. In the event any violation of Paragraph 5 occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the Hospital is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

(8) It is agreed that all orders of the Hospital supervisors shall be complied with during the period when a dispute is being processed through the Grievance Procedure.

(9) The Hospital shall not lock out any employees for the duration of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

(10) The Union recognizes the Hospital as the body of authority solely vested with the right to run the Hospital. It shall have the right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority. The Hospital has no duty to bargain over its decision or the effects of such decisions except as provided by the Agreement.

(10-A) Except as specifically limited by explicit provision of this Agreement, the Hospital shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of the operations. Specifically, the Hospital's exclusive rights include, but are not limited to, the right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation to work) within departments or to other departments; to introduce new and/or improve equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force and judge competency; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine all policies and procedures related to patient care, research and medical education; and to carry out the ordinary and customary functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

(10-B) In addition, unless otherwise restricted by an express terms of this Agreement, all rights are exclusively reserved by the Hospital. Further, the exercise of any enumerated or reserved management rights shall not be the subject of negotiation during the term of this Agreement, except as provided by this Agreement, either with respect to the decision or its effects.

ARTICLE V - UNION RIGHTS

(11) It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property other than MetroHealth Medical

Center, MetroHealth Centers for Skilled Nursing Care, and/or Hospital Satellite Clinics that is involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by lawful primary striking members of another bargaining unit, except the Hospital shall not be required to pay the wages of any such employees.

(12) Any alleged violation of Union rights is subject to immediate review at Step 3 of the Grievance Procedure.

ARTICLE VI - UNION SECURITY AND CHECK OFF

(13) All employees in the bargaining unit covered by the Agreement who are members of the Union on the date this Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union, and the Hospital will not honor dues deduction (check-off) revocation from any such employee except as provided herein.

All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Hospital by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.

(13-A) The Hospital will deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

(a) An employee shall have the right to revoke such authorization by giving written notice to the Hospital and the Union at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period; and

(b) The Hospital's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

(13-B) The Hospital will deduct voluntary contributions to the AFSCME International Union P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

(a) An employee shall have the right to revoke such authorization by giving written notice to the Hospital and the Union at any time, and the authorization card shall state clearly on its face the right of an employee to revoke; and

(b) The Hospital's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization, or upon termination of employment, or transfer to a job classification outside the bargaining unit.

(13-C) Deductions will be made from the pay of employees each pay period of each month. In the event an employee's first monthly pay is insufficient, the Hospital will make a deduction from the pay earned during the next pay period (or, if that is insufficient, a subsequent pay period).

(14) All deductions under Article VI, together with an alphabetical list of names and addresses of all employees whose fees and/or dues have been deducted, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the dispositions of all funds deducted. The Hospital shall furnish the name, address, and social security number of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

(15) The Union will indemnify and save the Hospital harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the Hospital (or the Hospital and the Union jointly).

ARTICLE VII - UNION ACTIVITY - VISITATION - BULLETIN BOARDS

(16) Unless otherwise permitted by the Hospital, there shall be no distribution or posting of any literature or other writings and no meetings of any kind on Hospital premises except as follows:

(a) Meetings between the Hospital and the Union as provided herein;

(b) Meetings of the Union Stewards and other Union Representatives which may be held once a week during non-working time (in a room mutually selected) for the purpose of discussing grievances as defined herein, and once a month on a fixed schedule for three (3) hours on working time at MetroHealth Medical Center. Furthermore, the Hospital agrees that the Union grievance committee shall be given three (3) hours on working time at MetroHealth Medical Center in order to meet prior to the third step meeting provided under the grievance procedure hereinafter set forth; or Union solicitation during non-working time of the employees involved.

Provided, that it is understood and agreed that such meetings and/or solicitations shall not in any way interfere with the operations of the Hospital or the performance of the duties of any of the employees involved. Stewards meetings shall not be conducted during holiday weeks. However, it is

also agreed that the Union President shall be permitted to attend Hospital orientation sessions for all newly hired bargaining unit employees for a reasonable period of time but not more than thirty (30) minutes for the purpose of making a presentation and answering questions about the Union in a manner consistent with the overall orientation program, and such presentations by the Union President shall be during working hours with no loss of pay.

(17) Non-employee representatives of the Union may enter the Hospital between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday, upon request to the Director of Employee and Labor Relations (MetroHealth Medical Center) or his designee, for the purposes only of ascertaining whether or not this Agreement is being observed and of attending meetings at Step 3 of the grievance procedure. Such visit(s) shall be made by appointment with the Director or his designee and shall not interfere with the work of any employee or the operations of the Hospital. Provided, however, that if an emergency occurs between the hours of 5:00 p.m. and 8:30 a.m., Monday through Friday, or on Saturday or Sunday, and is so serious that it cannot be delayed until regular visitation hours, the representative of the Union may contact the Director of Employee and Labor Relations or his designee for special permission to enter the Hospital.

(18) The Hospital shall provide the Union with bulletin boards at mutually selected locations in the Hospital, provided that:

(a) Such bulletin boards shall be used only for posting notices bearing the written approval of the President of Union or the Union grievance committee or an official representative of Ohio Council 8;

(b) No notice or other writing may contain anything political, controversial, or critical of the Hospital or any other institution or of any employee or other person; and

(c) Upon written request from the Hospital Director of his designee, the Union will immediately remove any notice or other writing that the Hospital believes

violates this paragraph and the Union shall have the right to grieve such action at Step 3 of the grievance procedure.

(19) The Union shall select one (1) representative to serve on the MetroHealth System's Environment of Care (EOC) Safety Sub-Committee.

(19-A) Within sixty (60) days of ratification of the 2007-2010 Agreement, the parties shall form a committee consisting of four (4) representatives from the Union and four (4) representatives of the Hospital for the purpose of reviewing issues related to the usage of PRN's. Agreements reached by the entire committee shall be memorialized in writing and implemented by MetroHealth.

ARTICLE VIII - UNION REPRESENTATION

(20) Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as "stewards." Each steward shall have an alternate who shall act as the steward when the steward is absent from work. The Hospital will recognize stewards in the following numbers:

METROHEALTH MEDICAL CENTER	
First (day) shift	22
Second Shift	5
Third Shift	4
Buckeye Health Center	1
Broadway Health Center	1
J. Glenn Smith Health Center	1
McCafferty Health Clinic	1
Skilled Nursing West/Prentiss Center	2
Clinics	1
South Campus	4

(21) The stewards shall represent one or more classifications as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards provided for in Paragraph 20 or the agreed upon areas of representation, the Hospital and the Union will endeavor to resolve the matter

in a mutually satisfactory manner. In the various nursing departments, the Union shall appoint no more than one (1) steward from each nursing unit on any given shift.

(22) There shall be a Grievance Committee consisting of the Union President, Union Vice President, and five (5) stewards to be selected by the Union. The Union President shall be a full-time employee and work on the day shift. A steward must work in the department and on the shift which he represents and shall not function as a Union representative elsewhere on any other shift.

(23) To the extent practicable, Union Presidents, Union Vice Presidents, stewards, and alternate stewards shall remain in their departments and on their respective shifts during their term of office, and any scheduled departmental or shift transfers will first be discussed with the Union. However, first shift licensed practical nurses elected as stewards shall not rotate. If a first shift licensed practical nurse is appointed to office, this exception shall not apply. In addition, Union Presidents, Union Vice Presidents, and stewards shall be provided with super seniority for purposes of layoff and recall. Provided, that this paragraph shall not be construed to give any employee greater seniority for purposes of promotion or other employment priority, except as specifically listed in this paragraph.

(24) The Union shall furnish the Hospital with a written list of the Union President and Union Vice President, members of the Grievance Committee, and the Stewards and their Alternate Stewards, indicating the department and classification and shift to which each is assigned, and further shall promptly notify the Hospital in writing of any changes therein.

(25) The Union President, Union Vice President, and stewards shall be permitted to reasonably investigate and process grievances during their working hours without loss of pay, and for this purpose the Union President shall be given the following time off from work:

Full Time

In addition, the Union Vice President shall be given four (4) hours per day off from work plus full day replacement when the Union President is absent for more than five (5) consecutive working days, or when the Hospital is given at least one (1) week advance notice of the Union President's absence regardless of the length of absence. The Union Recording Secretary shall be given full day replacement if the Union President and Union Vice President both are absent for more than five (5) consecutive working days or when the Hospital is given at least one (1) week advance notice that both the Union President and Vice President will be absent, regardless of the length of absence. For purposes of this provision, the President shall give written notice to the Human Resource Department, and the Vice President and Recording Secretary must provide written notice to their respective departments before replacing the absent officer. The Union will attempt to provide these notices at least two (2) weeks before replacing the absent officer whenever possible. The Union President, Union Vice President and stewards shall process grievances with proper regard for the Hospital's operational needs and shall cooperate in good faith with the Hospital in keeping to a minimum the time lost from work due to grievance handling.

(26) Stewards shall adhere to the following procedure in processing grievances:

(a) An employee having a grievance as defined herein shall notify his immediate supervisor and may request him to call his steward. The supervisor, in turn, shall make arrangements to have the steward leave his job, as promptly as convenient, based upon the needs of the steward's department and the employee's department.

(b) Before leaving his job, the steward shall record on a special grievance time sheet the time he starts his grievance work. (Upon request, a copy of this record will be furnished to the Union.)

(c) When it is necessary for a steward to enter a department (or a section of a department) supervised by a supervisor other than his own, he shall report first

to the supervisor in charge (if he is available) and advise him of the purpose of his being there.

(d) Upon returning to his job, the steward shall record in the special grievance time sheet the time he completed his grievance work and then he shall report to his own supervisor before resuming work if the Supervisor is available (or, if he is unavailable, as soon as possible after resuming work).

(e) The Union President shall generally abide by the rules applicable to stewards, except that the Hospital will grant the Union President a reasonable amount of time to carry out the functions of his office in the areas of grievance administration and meetings with the Hospital officials at mutually convenient times on problems of mutual concern. In the event of the absence of a steward and his alternate steward, the Union President will be called to function in their place if the need arises. Furthermore, a steward having an individual grievance in connection with his own work may ask for the Union President to assist him in adjusting the grievance with his supervisor. In the event of the absence of the Union President, the Union Vice President shall be called in his place if the need arises.

ARTICLE IX - DISCIPLINE

(27) An employee who is disciplined must be disciplined within seven (7) working days of the events upon which the discipline is based were discovered or reasonably should have been discovered, and the employee who is disciplined (and his steward) shall be given a written notice stating the reason for the disciplinary action at the time the disciplinary action is imposed. Repeated failure of any Hospital supervisor or management official to comply with this obligation will create a grievance for appropriate corrective action (including resolution of the underlying grievance in favor of the Grievant). In case of suspension or discharge, the employee shall be advised that he has a right to have his steward present and, if he so requests, shall be promptly granted an interview with his steward before he is required to leave the Hospital. Furthermore, the Hospital will join with the Union in reasonable general publication efforts to advise all bargaining unit employees of their right to

representation by a Steward in cases of suspension or discharge. Furthermore, in imposing discipline on a current charge, the Hospital will not take into account any prior infractions which occurred more than eighteen (18) months previously or twenty-four (24) months previously for disciplinary suspensions of three (3) days or greater, with personnel records of such infractions occurring prior to these timeframes being removed from the employee's file.

(27-A) Following the issuance of a Record of Discussion an employee shall have the right to attach a rebuttal to the Record of Discussion.

(28) Whenever the Hospital determines that an employee may be subject to discharge, a pre-discharge conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written evidence. The Hospital shall notify the affected employee and his Union representative of the date and time of the conference. The employee's Union representative shall be present at the pre-discharge conference unless otherwise agreed between said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties, and submitted to the Hospital for the record. An employee may also elect, in writing, to waive the opportunity for a pre-discharge conference.

(29) Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

(29-A) It is important that employee complaints of unjust suspension or discharge be processed promptly. Therefore, all such disciplinary actions can be reviewed through the grievance procedure.

ARTICLE X -
GRIEVANCE PROCEDURE

(30) A grievance is a dispute or difference between the Hospital and the Union, or between the Hospital and an employee, concerning the interpretation and/or application of any provision of the Agreement, including all disciplinary actions. The following procedure shall be observed:

Step 1

An employee who has a grievance shall take it up orally with his immediate supervisor, either alone or accompanied by his steward if the employee so wishes, within seven (7) calendar days after the events upon which his grievance is based, and the supervisor shall give his answer in writing to the employee and his steward (if the steward was present during the Step 1 meeting) within three (3) work days after the meeting.

Step 2

If the employee's grievance is not satisfactorily settled at Step 1, the grievance may, within seven (7) calendar days after receipt of the Step 1 answer, be reduced to writing and filed with the employee's Department Head, with a copy to the Human Resources Department, on a grievance form setting forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of occurrence, the relief or remedy requested) and be dated and signed by the employee and his steward. At the request of the Union President, the Department Head (or his designee if the Department Head is absent) shall meet with the employee's steward and the Union President within seven (7) days after the written grievance has been filed, and a written answer shall be given to the Union President within seven (7) calendar days after the Step 2 meeting.

Step 3

If the grievance is not satisfactorily settled at Step 2, the Union may, within fourteen (14) calendar days after the receipt of the Step 2 answer, appeal in writing to the Department of Human Resources and, in that event, the grievance shall automatically be referred to the Hospital's Grievance Review Board (consisting of a Hospital Labor Relations representative and other assigned Hospital representatives).

(a) The appeal shall be considered at the next regular monthly meeting of the Union (including representatives of Ohio Council 8) and the Grievance Review Board (except that if an appeal other than a disciplinary matter is filed less than fourteen (14) calendar days before the regular meeting date, it shall be postponed to the following regular monthly meeting;

(b) The Union shall provide the Grievance Review Board with a written agenda of all grievances to be considered for the next regular monthly meeting of the Union and the Grievance Review Board not less than fourteen (14) calendar days in advance of the next scheduled regular monthly meeting.

(c) If the grievance is not settled at the Step 3 meeting, the Grievance Review Board shall issue a written answer within eighteen (18) calendar days after the meeting unless the Hospital requests an extension of time to provide its answer. Such requests for extensions shall not be unreasonably denied.

Step 4

If the grievance is not satisfactorily settled at Step 3, the Union may, within sixty (60) calendar days after receipt of the Step 3 answer, submit the matter to final and binding arbitration by requesting the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the FMCS's then applicable rules. The fees and expenses of the arbitrator shall be borne equally by the parties. Furthermore, the aggrieved employee, his steward, the Union President, the Union Vice President and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending any arbitration proceedings.

(31) A policy grievance which affects a substantial number of employees may be initially presented by the Union at Step 2 or Step 3 of the grievance procedure and, if timely filed, will be considered at the next appropriate grievance meeting.

(32) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any of the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed upon by the parties).

(33) All decisions of arbitrators consistent with Paragraph 32 and all pre-arbitration grievance settlements reached by the Union and the Hospital shall be final, conclusive, and binding on the Hospital, the Union, and the employees. Provided, that a grievance may be withdrawn by the Union at any time during Steps 1, 2 or 3 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievances.

(34) Grievance Mediation.

Section 1.

A. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. The time frame to select an arbitrator, as outlined in ¶30, Step 4 of this Article, shall be waived until the parties have made a determination if the grievance will first be mediated. Arbitration scheduling will give priority to cases which have first been mediated.

B. The parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.

C. Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.

D. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered. Representatives of the Union are the Local President, Local Vice President, applicable steward, Grievant (if applicable) and an Ohio Council 8 Representative. The Hospital shall be represented by Human Resources representatives and applicable management representatives.

E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.

F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced in to evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

H. If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

I. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

Section 2. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

(35) The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Hospital and the Union, be binding and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable. Furthermore, the Hospital is obligated to respond to grievances at all steps of the grievance procedure in a timely manner, and repeated failure of any Hospital supervisor or management official to comply with this obligation will create a policy grievance for appropriate corrective action (including resolution of a late answered grievance in favor of the Grievant). In addition, the failure of the Hospital to provide a timely response to a grievance at Step 3 of the Grievance Procedure will result in settlement of the grievance in favor of the Grievant.

(36) There shall be a monthly meeting of the Hospital and the Union at a time mutually agreeable. The purpose of such meeting will be (a) to discuss matters of mutual interest relating to the employees covered by the Agreement and (b) to consider grievances pending at Step 3 of the grievance procedure.

ARTICLE XI - PROBATIONARY PERIOD

(37) New full-time employees shall be considered to be on probation for a period of ninety (90) calendar days and new part-time employees shall be considered to be on probation for a period of 120 calendar days. Part-time employees otherwise eligible for benefits under the Agreement shall be eligible for benefits after ninety (90) calendar days. During such probationary period the Hospital shall have sole discretion to discipline or discharge such employees and actions during this period cannot be reviewed through the grievance procedure or otherwise affected by this Agreement. Provided, however, that the Hospital will not discipline or discharge a probationary employee because of Union membership or Union activity unless such activity violates any provision of this Agreement or state law. Furthermore, the Hospital shall provide each new employee with a written evaluation of work performance after forty five (45) days and after ninety (90) days of initial employment. Provided, however, that any absence of five (5) or more consecutive scheduled work days shall toll the probationary period for the duration of the absence, extending the original ending date of the probationary period by the period of the absence.

(38) If an employee whose employment has terminated for any reason whatsoever is rehired, he shall be considered a new employee and subject to the provisions of Paragraph 37.

ARTICLE XII - SENIORITY

(39) Seniority shall be an employee's uninterrupted length of continuous service with the Hospital (MetroHealth Medical Center or MetroHealth Center for Skilled Nursing Care), or in his classification, depending on the question involved, in accordance with the provisions of the Agreement. An employee shall have no seniority for the probationary period provided in Paragraph

37, but upon completion of the probationary period seniority shall be retroactive to the date of hire. Every quarter, upon request of the Union, the Hospital shall furnish the Union with several copies of a current seniority list for each unit showing the names of all non-probationary bargaining unit employees, their date of hire, and their date of entry into their current classification.

(40) Seniority shall be broken (or terminated) when an employee:

(a) Quits;

(b) Is discharged for just cause;

(c) Is laid off for a period or more than twenty-four (24) consecutive months;

(d) Is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown;

(e) Is absent without leave for three (3) or more work days and fails to give notice of the reasons for such absence, unless the failure to give notice was beyond the reasonable control of the employee;

(f) Fails to accept a recall to his/her original classification consistent with Paragraph (59) unless satisfactory excuse is shown;

(g) Is on an authorized leave of absence for period of twenty-four (24) consecutive months from the last day worked (subject to the terms of ¶(97)).

(41) Every two (2) weeks the Hospital shall furnish the Union with a list (showing name, address, date of hire, department, and job classification) of new bargaining unit employees, all employees who have been terminated, or transferred out of the bargaining unit, and all bargaining unit employees on leave of absence.

(42) Within thirty (30) days after the ratification of the Agreement and quarterly thereafter, upon request of the Union, the Hospital shall give to the Union the names of all employees covered by this Agreement, together with their addresses as they appear on the records of the Hospital.

(43) It is the obligation of each employee to keep the Hospital advised of his current address and telephone number, for all purposes of this Agreement, the Hospital shall rely on the last address and telephone number supplied by an employee.

ARTICLE XIII - LATERAL TRANSFERS, SHIFT PREFERENCE, AND WORK WEEK PREFERENCE

(44) An employee may exercise his seniority for the purposes of transferring within his classification, changing shifts, or changing work weeks when an opening occurs within his classification on another shift or work week so long as the employee has the ability to perform the work involved, as follows:

(a) Lateral transfer within same classification but in new department – job classification seniority within the Hospital;

(b) Lateral transfer within same classification and within same department – job classification seniority with the department;

(c) Nothing in Sub-Paragraphs (a) and (b) above shall be construed as creating any right of seniority with respect to any work assignment within a job classification.

(d) Subparagraphs (a) and (b) shall not limit the Hospital's right to assign or transfer any employee to any other work assignment within his job classification, provided that such assignment or transfer is not discriminatory, or intended to permanently and/or indefinitely deprive an employee of his customary work assignment;

(e) Shift preference – job classification seniority within the department;

(f) Work week preference – job classification seniority within the department;

(g) No employee may exercise the transfer rights provided in Paragraph 44, including shift preference and work week preference, for a period of fifteen (15) months after making a lateral transfer or twelve (12) months following completion of the initial or any subsequent probationary period, or if the employee has an active final written warning for attendance/tardiness in his/her file. This latter exclusion shall be waived where the employee can demonstrate, based on a previously documented medical condition, that the transfer would

address the attendance/tardiness issues. Notwithstanding these provisions, non-probationary part-time employees may exercise lateral transfer rights at any time for the purpose of transferring from a part-time position into a full-time position within the same job classification. Further, part-time probationary employees in the classification may bid on a full-time position within the classification and will be awarded that full-time position prior to the Hospital hiring a new employee (external hire) for the position provided there are no qualified lateral transfers or bids for the open full-time position, and further provided that:

1. The probationary part-time employee has a satisfactory work record; and

2. The employee will serve a full 90-day probationary period from the beginning of full-time status.

(45) All lateral transfer opportunities shall be posted as vacancies in accordance with Paragraph 44. An employee who desires a lateral transfer, change of shift, or change of work week under these provisions must make an application in writing (on forms provided by the Hospital) to the Human Resources Department, with a copy kept by the employee, and in such cases, an employee's preference shall supersede the job bidding-promotion provisions of this Agreement. Lateral transfer bids will only be accepted by Human Resources for a specific posted vacancy. Prior to a lateral transfer becoming effective, the employee shall meet with the prospective manager to discuss the requirements, duties and expectations of the position, with the employee having the option to decline the transfer immediately following the meeting.

(45-A) Within thirty (30) days of the lateral transfer, an employee can request and be returned to his former position with the consent of his current and former manager, provided that the former position is vacant and available.

(46) The Hospital shall identify "closed" positions within the department. Upon identifying such "closed" positions, the Hospital will initially restrict job transfers (i.e., changes of hours, shift or

relocation) to individuals in the affected job classification and department before opening the position to individuals outside of the department.

ARTICLE XIV - PERMANENT PROMOTIONS - JOB BIDDING

(47) When a vacancy occurs, or a new job is created, the Hospital shall post for five (5) consecutive days from the date of posting, on sufficient bulletin boards within the Hospital a notice of the opening with a copy to the Union. The Hospital will require Human Resources to confirm receipt of job postings with all satellite locations. The notice shall contain the job classification title, wage grade, position number, rate of pay, department, and area of the vacancy, shift, starting time and job description. Employees who wish to be considered for the posted job must file a written application with the Human Resources Department by the end of the posting period. For purposes of these provisions, a "vacancy" is defined as a job opening (1) where the Hospital has increased the number of regular jobs available in a particular job classification or (2) where an opening occurs in an existing job as a result of a promotion, transfer, quit, discharge or other termination of employment, and in either situation, the Hospital has determined that a vacancy exists. The Hospital agrees to increase the number of promotional posting bulletin boards.

(48) All applications timely filed will be reviewed by the Hospital and the job will be awarded within ten (10) work days on the basis of seniority, experience, skill and ability to perform the work in question. If the skill, ability, and experience of two (2) or more employees are substantially equal, seniority shall govern. At the end of the tenth (10th) day a notice will be posted showing the name of the applicant selected for the job, or indicate that no one was selected. The Hospital will send a notice to the Union identifying all individuals who applied for the posted position as well as the

name of the selected applicant. If no application is received, or none of the applicants is qualified for the job, the Hospital may fill the job by hiring a new employee or transferring a qualified probationary employee or a qualified junior employee. However, in the event that the position remains vacant for four (4) months from the date of its initial posting, the Hospital will repost the position subject to the provisions of Article XIV. In order to provide continuity of service while filling a vacancy or a new job, the Hospital shall have the right to fill openings and make transfers on a temporary basis pending the selection of an employee (including completion of the qualification period) for a job under these provisions.

Notwithstanding any of the provisions of this Agreement, the Hospital shall have the right to consider external candidates (non-employees) when a vacancy occurs in an entry-level position. An entry-level position shall be defined as a job classification for which the minimum required qualifications are a high school diploma or a G.E.D. or less and for which no experience is required. Entry-level positions shall include the following job classifications:

Clinic Aide
File Clerk
Laundry Worker
Mail Clerk
Pack Aide
Launderer (Skilled Nursing)
Environmental Service Aide
Food Services Attendant
Library Aide
Messenger
Customer Service Partner (MetroHealth Center for Skilled Nursing Care)

However, non-probationary part time employees seeking full-time entry-level positions and employees seeking to exercise their lateral transfer rights to vacant entry-level positions shall be given preference over external candidates.

(48-A) No employee may apply for a job in any classification in which the employee failed probation within the past eighteen (18) months.

(49) An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify, but not more than ninety (90) calendar days. Provided, however, that any absences of five (5) or more consecutive scheduled workdays shall toll the qualification period for the duration of the absence, extending the original ending date of the qualification period by the period of the absence. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standards applicable to the job. If he fails to qualify, he shall be returned to his former job, and, to the extent necessary, those who followed in the advance also shall be set back. If before the expiration of the trial period the employee, in the opinion of the Hospital, cannot qualify, the matter shall be discussed with the employee's steward before he is returned to his former job. Any claim of personal prejudice or any claim of discrimination for Union activity in connection with promotions or job bidding may be taken up as a grievance.

(50) Except where there is an established training program (with a training class and a training rate), an employee awarded a job under these provisions shall be promoted at the beginning of the pay period to the maximum extent practicable and shall be paid as follows:

(a) An employee shall receive a three percent (3%) increase for each higher wage grade the employee is promoted into, or the minimum of the grade, whichever is greater. After the employee's one (1) year anniversary in the new wage grade, the employee shall progress to the next step of the wage progression in the wage range. (For example, if an employee has a Wage Grade 1 job and is promoted into a Wage Grade 2 job, he shall receive a three percent (3%) wage increase. If a Wage Grade 1 employee promotes to a Wage Grade 3 position, he shall receive a six percent (6%) wage increase, etc.) In the event an employee promotes into a wage grade and as a result of the minimum wage promotion increase, the employee's wage rate exceeds the top rate for that wage grade, the employee's wage rate will be red-circled. Thereafter, that employee will receive the annual negotiated wage increase.

(51) All new employees shall be ineligible for a promotion or transfer (except for a transfer from a part-time to a full-time position within the same job classification) until nine (9) months after successful completion of the initial probationary period. Further, an employee who obtains a promotion or transfer as a result of the job bidding procedure and successfully passes the trial period as set forth in Article XIV shall be ineligible to bid for vacancies or new jobs for a period of nine (9) months from the date on which such employee successfully completes his probationary period on the new job. Moreover, any employee who fails probation in a new position shall be ineligible to bid for vacancies or new jobs for a period of twelve (12) months unless the employee had voluntarily shadowed in the position for no less than one shift prior to accepting that position. No employee shall be eligible for promotion or transfer under these provisions who has not satisfactorily completed the required probationary period, except as provided for in Paragraph 47 of this Agreement.

(52) Applicants for positions will be permitted to "shadow" or accompany an employee in the new position for a day in order to fully understand and appreciate the position for which they are applying. Such "shadow" experience shall be conducted on the employee's own time and shall be unpaid.

ARTICLE XV - LAY-OFFS

(53) It is agreed that the Hospital has an unqualified right to lay off employees in accordance with the provisions of this Agreement.

(54) Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of the economy or efficiency or for any other reason to reduce the working force, the

Hospital shall lay off employees pursuant to the following procedure. Specifically, the Hospital shall lay off employees within the affected classification in the following order:

(1) Temporary, seasonal, or causal employee performing bargaining unit work;

(2) Part-time employees who have not completed their probationary period;

(3) Part-time employees who have completed their probationary period;

(4) Regular full-time employees who have not completed their probationary period;

(5) Regular full-time employees who have completed their probationary period.

Within this framework, the Hospital reserves the sole and unilateral right to staff with part-time positions where operational considerations, as determined by the Hospital, warrant staffing by part-time employees. It is not the Hospital's intention to exercise this right for the sole purpose of replacing full-time employees with part-time employees.

(55) Prior to implementing any layoffs, the Hospital will meet with the Union and give advance notification of the layoffs. Full-time employees displaced by reason of layoff or job abolishment may exercise the options set forth below. Part-time employees may bump only other part-time employees.

A displaced employee may exercise the options listed below using Hospital seniority only:

(1) Bump the least senior full-time employee (Hospital seniority) in the employee's classification for which the employee is qualified (regardless of department or shift); or

(2) Bump the least senior part-time employee in the employee's classification for which the employee is qualified (regardless of department or shift); or

(3) In any previously held classification for which the employee is qualified: a) bump the least senior employee who works on the same shift as the displaced employee (regardless of department); or b) bump the least senior employee with the same or next highest number of hours of work as the displaced employee (regardless of department or shift). A displaced rotating shift

employee shall use their primary shift when exercising the option under Paragraph 55(3)(a); or

(4) Accept any vacancy in an equal or lower rated job for which the employee is qualified. (All vacancies available at the start of the layoff and bumping process will be offered by seniority to those who qualify. All requisitions for vacancies that become available after the process has begun will be held until the layoff and bumping process is completed. After completion of the layoff and bumping process, all held requisitions for vacancies will be filled through the contractual recall process.)

(5) If, and only if, options 1, 2, 3 and 4 above are unavailable, the employee may bump the least senior employee in any entry-level position as defined in Paragraph 48;

(6) A direct layoff may be taken at any stage after option 1.

(56) Before any bargaining unit employee is actually laid off, the Hospital and the Union will meet for the purpose of attempting to find an available bargaining unit job with the Hospital which the employee is qualified to perform, and if any such job is available the employee will be given the option of accepting it rather than being laid off.

(57) The following special rules shall apply in the event a probationary employee is displaced on account of job abolishment, layoff or by reason of being bumped pursuant to the procedures set forth in Paragraph 54. Specifically, if the displaced employee is on probation as a result of job bidding (employee has held another bargaining unit job), the employee must either:

(1) Accept an assignment to an available vacancy for which the employee is qualified; or

(2) Accept an assignment to replace another probationary employee with less seniority (regardless of department or shift); or

(3) Elect to return to the displaced employee's former job if it still exists.

If the displaced employee is on probation and has not held another bargaining unit job (new hire), the employee must take a direct layoff.

(58) In all bumping situations, a bumping employee must be qualified, in the opinion of the Hospital, immediately to perform the work of the bumped employee or that required in a vacant position without on-the-job training, subject to a brief orientation period not to exceed two (2) weeks. Further, employees accepting a position not previously held shall serve a ninety (90) calendar day probationary period.

(59) Employees shall be recalled in the reverse order of layoff. An employee on lay-off will be given ten (10) calendar days notice of recall from the date on which the Hospital sends the recall notice to the employee by certified mail (to his last known address as shown on the Hospital's records). In the event a job opening occurs in a lower rated classification, the most senior qualified employee on layoff will be recalled and given the option of accepting the job or not. If the employee accepts the job opening, he will have a right to claim his original classification in the event it becomes available within two (2) years of the date of layoff from the original classification. If the most senior qualified employee laid off declines the job, the next most senior qualified employee shall be accorded the same rights, and this procedure shall continue until the Hospital has exhausted the lay-off list. No new bargaining unit employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled.

(59-A) An employee who has been bumped pursuant to the provisions of this Article shall have the right for two (2) years to reclaim the position from which the employee was bumped and only in the event said position becomes available. An employee who exercises his right to bump in order to avoid a direct layoff shall be placed on a "Bump" recall list. An employee who is directly laid off shall be placed on a "Layoff" recall list. Employees shall be recalled to their classifications in the reverse order of bump and then in the reverse order of layoff.

(59-B) Mass mailings may be utilized to expedite the recall process.

(60) Regular full-time employees shall be given a minimum of two (2) weeks' advance written notice of layoff indicating the circumstances which make the layoff necessary, and the Union shall receive a copy of all such layoff notices.

(61) In the event an employee is laid off, he shall receive payment for earned but unused vacation and for any unpaid overtime as soon as possible but no later than fourteen (14) days after the layoff.

ARTICLE XVI - HOURS OF WORK

(62) Except as otherwise provided herein, the normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals during the period starting at 12:01 a.m. Sunday to midnight Saturday, except where mutually agreed by the Hospital and the Union. Provided, that this shall not be construed as a guarantee of hours of work per day or per week, and the Hospital reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. If it should ever become necessary to reduce the regular work week below forty (40) hours, the Hospital will, before implementing such decision, first meet with the Union to discuss the situation and attempt to work out an equitable solution to the problem.

(63) Departmental work schedules shall be posted every four (4) weeks no later than the Thursday noon of the third week of the posted schedule preceding the start of the period covered by the schedule. Deviations from the posted schedule may be made in order to meet the operational needs of the department, but the Hospital shall not change the posted schedule to avoid payment of overtime,

and the Hospital shall give the involved employees and their steward written notice with acknowledgment of the affected employee of any such changes made prior to the employee's last day of scheduled work, preceding the change in schedule, as far in advance as circumstances reasonably allow. Changes made after the employee's last scheduled working day, preceding the change in schedule, should be made and confirmed by telephone. It is the intent of the Hospital to attempt to work out weekend scheduling and holiday scheduling of all employees on as fair and equitable basis as is practicable, and the Hospital and the Union shall meet to attempt to resolve any inequitable scheduling of weekend work. In furtherance of this obligation, all full-time employees shall be paid a premium of $2.00 per hour for all hours worked on each full weekend after that employee has already worked the specific number of full weekends, according to his seniority, as set forth below:

Seniority	
1 - 5 years	26 full weekends
5 - 13 years	25 full weekends
13 years or more	24 full weekends

For the purposes of this Paragraph, working a full weekend means working a full shift on both Saturday and Sunday on a given weekend, and not working a full weekend means not working on both Saturday and Sunday on a given weekend. However, under no circumstances shall there be any duplication of weekend premiums and an employee can never receive both the $2.00 premium and time-and-one-half overtime pay for working on a weekend. Provided, that an employee who is scheduled to work on a weekend and does not work, whatever the reason, is subject to being re-scheduled on a subsequent weekend unless an employee is on an approved extended leave of absence which is based upon the full execution of leave of absence forms or a bona fide sick leave (paid or unpaid) of at least five (5) consecutive scheduled work days, or is on approved funeral leave, or is

hospitalized during the weekend on which he is assigned to work. In order to carry out the obligations of this paragraph, the Hospital will keep an open record of all full weekends worked by each bargaining unit employee.

(64) To the extent possible, employees should be scheduled at the same time or similar start time, which is defined as within one (1) hour's time, within any week, (e.g., the window for a regular 8 a.m. start would be between 7-9 a.m.) An employee will not be required to begin work at more than two different start times per week. Exceptions to this will be made for emergencies and changes made after the schedule is posted. When it is necessary to change a start time within the definition above, the hospital shall offer the new start time to volunteers by seniority. In the event no employee volunteers, the least senior employee shall be assigned; however, choice or assignment of start time may be changed to meet operational needs. Employees with regularly rotating schedules are excluded from this provision.

(65) Departments that regularly rotate employees between shifts shall not rotate an employee to more than two (2) different shifts during any work week, and it shall be the least senior eligible employee who rotates from their primary shift.

(66) Except in case of emergency, customary practice (e.g., boiler room), or other mutually agreed upon voluntary arrangement with the Union, employees shall be allowed not less than thirty (30) minutes uninterrupted for a scheduled meal.

(67) There shall be two (2) fifteen (15) minute rest periods (i.e., from the time an employee stops working until the time he begins working) on each regular shift each work day. The rest periods will be scheduled by the department head at the convenience of the department, and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be

scheduled immediately before or after the meal period or at the start or the end of a shift unless requested by the employee and agreed to by the Hospital.

(68) When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute paid rest period if the employee works two (2) hours but less than four (4) hours, and, in addition, a thirty (30) minute unpaid meal period if the employee works four (4) hours or longer (unless otherwise requested by employee).

Employees required to wear full uniforms (not including lab coats) shall receive a six (6) minute paid clean up period at the end of their shift, provided that Facilities Management and Laundry employees shall receive a ten (10) minute clean-up period. Employees must change from their uniform at the worksite in order to be entitled to the clean-up period.

(68-A) Where MetroHealth requires employees to satisfy educational requirements (exclusive of state-mandated or external-agency mandated educational requirements), it will either provide reasonable time for employees to complete said requirements during their regular work hours, or will, with reasonable notice provided, require that said requirements be completed after hours.

Where the MetroHealth-mandated educational requirements are completed after hours, employees will be compensated at their straight-time hourly rate (or overtime rate if over 40 hours in a week), for their time spent in completing those requirements.

MetroHealth shall inform employees regarding computer terminals which are available to satisfy these educational requirements.

(69) The parties hereto mutually agree that notwithstanding anything contained in the collective agreement to the contrary, "alternative scheduling" will be permissible.

Alternative scheduling is defined as a work schedule whereby an employee will work one (1) or more days in a week in increments of more than eight (8) hours. Under such arrangement, overtime will not accrue until the affected employee works more than forty (40) hours per week. Time and one-half (1½) pay shall not accrue unless the affected employee is required to begin work with less than an

eleven (11) hour break between regularly scheduled shifts. Alternative schedules shall not include schedules of more than five (5) days in a single workweek.

Paid sick leave, vacation leave, and jury/witness duty leave for employees on alternative scheduling will be paid and charged at the rate of the number of hours that the employee is scheduled to work for on the affected dates. Pay for recognized holidays, as well as the birthday holiday, will be made on the basis of eight (8) hours per day for full-time employees (and pro-rated for part-time employees per Paragraph 123). For disciplinary purposes, each "day" of suspension shall consist of eight (8) hours of unpaid time off, regardless of the number of daily hours that the employee regularly works.

Under Paragraph 67, employees who work under alternative schedules shall be entitled to two (2) twenty (20) minute paid rest periods for any scheduled shift of ten (10) or more hours.

It is understood and acknowledged by both parties that the decision to utilize alternative scheduling is at the sole discretion of the hospital and will be based upon operational needs. Once the Employer determines that an alternative schedule is desirable for a particular department or unit, the schedule will be posted in advance and employees will have the opportunity to select their shift preference by job classification seniority within the department or unit. After the schedule undergoes a trial period of twelve (12) weeks, the affected employees will be allowed to vote on whether or not to continue the schedule. If a majority of employees vote to continue, the schedule change will be adopted. It is also understood that nothing herein shall be construed to compel the Hospital to adopt, or once adopted, to continue alternative scheduling in any department or within any department or classification.

(70) (ATTENDANCE) The Hospital and the Union will jointly author a letter to all bargaining unit employees emphasizing the importance of good attendance, urging employees to work hard to improve their attendance, and alerting all employees that the attendance policy will be strictly enforced. Current employees who are not at the correct disciplinary step under the attendance policy will be accelerated such that each subsequent absence triggers the next disciplinary step until the employee is at the appropriate step set forth in the policy.

Further, the Hospital and the Union agree to abide by the scheduling and rotation/mandation requirements set forth in the current contract. The Hospital will alert its managers and supervisors of this continuing obligation.

The Hospital and Union agree to conduct "Town Hall" type meetings with all members of the bargaining unit to announce these changes and address the issue of attendance/absenteeism.

ARTICLE XVII - OVERTIME - PREMIUM PAY COMPENSATION

(71) The Hospital shall be the sole judge of the necessity for overtime.

(a) Non-scheduled overtime must be worked when assigned, provided the Hospital shall endeavor, insofar as it may be reasonably practicable, to provide the affected employee(s) with at least one (1) hour advance notice. For purposes of this Article, non-scheduled overtime means all overtime scheduled twenty-four (24) hours or less in advance. However, in such cases, it is the policy and practice of the Hospital to assign overtime, where practicable, in accordance with that procedure used in assigning scheduled overtime as set forth in sub-paragraph (b) of this paragraph.

(b) Scheduled overtime (overtime scheduled more than twenty-four (24) hours in advance) will be offered to qualified employees in accordance with departmental (or departmental classification) seniority. Scheduled overtime may initially be refused, but if sufficient qualified employees do not voluntarily accept, the Hospital shall mandate the overtime work to qualified employees within the classification involved in the inverse order of seniority on a rotating basis and employees must work such overtime when mandated. With respect

to overtime in the various nursing departments, scheduled overtime may initially be refused, but if sufficient qualified employees do not voluntarily accept, the Hospital shall mandate the overtime work to qualified employees within the classification, within the nursing unit involved, in the inverse order of seniority on a rotating basis and employees must work such overtime when assigned. Every six (6) months (1/1, and 7/1), the rotation of mandatory overtime will automatically return to the least senior employee.

(c) If overtime is not worked for any reason it will be rescheduled.

(d) Supervisors who do not generally perform bargaining unit work shall not be allowed to perform bargaining unit work on an overtime basis except where an emergency exists or where there are no qualified bargaining unit employees available to do the work.

(72) The Hospital shall endeavor, insofar as it may be reasonably practicable, to make an equitable distribution of overtime over a period of six (6) months among qualified employees within a departmental classification (or within a nursing unit for employees in the nursing departments). Employees who are offered overtime and for any reasons refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

(73) A record of overtime hours worked daily by each employee shall be openly displayed in each department (or nursing unit as defined) and brought up to date monthly.

(74) Except as otherwise provided herein, the regular work week for regular full-time employees will be forty (40) hours, and all hours worked in excess of forty (40) in one (1) work week will be paid for at the rate of time and one half (1-1/2). Provided, however, that consistent with the provisions of the Federal Fair Labor Standards Act, the Hospital may schedule employees who work in special care departments (e.g., operating room) for eighty (80) straight-time hours of work over two (2) work weeks so long as such employees receive time and one-half (1-1/2) for all hours worked in excess of eighty (80) in two (2) weeks, and are scheduled for no less than four (4) days off during the two (2) work weeks.

(75) Paid vacation hours and paid holiday hours shall be counted as hours worked for the purpose of computing overtime. Specifically, the following rules shall apply to holidays:

(a) When an employee works on a recognized general holiday under the collective bargaining agreement between the Hospital and the Union, the employee will receive eight (8) hours of work credit for the holiday plus credit for the hours actually worked toward the computation of total weekly hours worked for the purpose of computing weekly overtime, unless the employee is scheduled for an alternate day off anytime during the two (2) week pay period in which the holiday falls, or in the two week pay periods immediately preceding or following the pay period in which the holiday falls. For example, if an employee works on a Monday holiday which falls in the 2nd week of the pay period, and an alternate day off is scheduled during the 1st week of the pay period, or sometime in the subsequent or preceding pay period, no overtime will be calculated based on the holiday hours.

(b) Employees may submit requests for holiday days off during the 60-day period preceding the holiday, but no later than 14 days prior to the schedule-posting. Such requests will be granted per the discretion of the Hospital with preference given to seniority. In determining the annual schedule, the Hospital shall give priority to the scheduling of vacations, over the scheduling of holidays, in the pay period before and the pay period after the pay period in which the holiday falls. Therefore, the Hospital shall not reduce the number of vacation slots available during the six-week period, as a result of the scheduling of holiday time, except during the two-week period in which the holiday falls.

(c) If an employee works on a recognized general holiday, excluding those designated as Floating Holidays, and thereafter, under the terms of this Agreement, receives weekly work credit of forty-one (41) or more hours, resulting in time and one-half (1½) overtime pay for working in excess of forty (40) hours, the employee shall not receive the Two Dollar ($2.00) per hour holiday premium set forth in Paragraph 78 of this Agreement. On the other hand, if any employee works on a recognized general holiday and thereafter, for any reason, does not receive weekly work credit in excess of forty-one (41) hours, then the employee shall receive said Two Dollars ($2.00) premium for the hours actually worked on the holiday. However, under no circumstances shall an employee ever receive both the Two Dollar ($2.00) premium and time and one-half (1½) overtime pay as a result of working on a recognized holiday, except as allowed in this section.

(d) Holiday work schedules shall be posted in accordance with Paragraph 63 of this Agreement.

(76) An employee who, within the same work week, is required to begin work with less than a twelve (12) hour break shall be paid time and one-half (1½) for all hours worked on the new shift. For example, if an employee works from 3:00 p.m. to 11:30 p.m. on Tuesday and on Wednesday is required to work from 7:00 a.m. to 3:30 p.m., the employee will receive time and one-half (1½) for all hours worked on Wednesday.

(77) There shall be no pyramiding of overtime or other premium pay compensation, except as otherwise provided by this Agreement.

(78) The Hospital shall have the right to require any employee to work on any of the holidays recognized in Paragraph 101, and an employee who works on a recognized holiday shall be paid, in addition to the regular rate of pay for the hours worked, eight (8) hours' straight-time pay at his regular rate for the holiday, as set forth in Paragraph 75 above. Furthermore, all employees in the job classifications covered by this Agreement who are not receiving time and one-half (1½) except as set forth in Paragraph 75 above shall receive a special premium of two dollars ($2.00) per hour for all hours worked on a general holiday and this premium shall be added on to the employee's compensation for that period in addition to any other overtime or premium compensation which the employee may have earned during the same pay period.

ARTICLE XVIII - JOB EVALUATION AND CLASSIFICATION

(79) The administration and operation of a job evaluation program, including job description and job classifications, are the function and responsibilities solely of the Hospital, and the Hospital will continue to provide the Union with copies of job descriptions for all job classifications in the bargaining unit as such descriptions become available. Such job descriptions will list the major or

central duties of the described job classifications and shall include automatically all functionally related duties, whether listed or unlisted. Furthermore, such job descriptions are for information purposes only and in no way restrict or limit job content or employee work assignments. Any change in job descriptions shall first be furnished to the Union prior to the effective date of the change.

(79-A) The Hospital shall update and provide all appropriate personnel with the necessary training manuals.

(80) If substantial changes in the method of operation, tools, or equipment of a job occur, or if the qualifications for an existing job are substantially changed, or if a new job is established which has not been previously classified, the Hospital shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the Hospital and the Union are unable to reach agreement on the issue, the Hospital shall in writing establish a temporary rate and classification, and will promptly notify the Union in writing. Thereafter, the Union can file a grievance to Step 3 of the grievance procedure. The arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the Hospital placed the rate into effect. Any rate and classification mutually agreed to by the Hospital and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

(81) Except as provided in Paragraph 79 above, job evaluation and/or job description shall not be subject to the provisions of the grievance procedure. Provided, however, that the Hospital recognizes the right of an employee to receive a copy of his performance evaluations, to review such performance evaluations with his supervisor, and to make personal comments in writing regarding such performance evaluations. In addition, an employee who has completed his probationary period

has the right to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standard of job performance (including the fairness of the standard), or any disciplinary action based upon Union activities.

(81-A) Bargaining unit employees may be required to assist in the orientation of new employees (i.e., day to day implementation/application of specific job requirements).

(82) Employees who are required to take a qualifying examination for any position, who fail that examination, may retest for that position not less than thirty (30) days after the initial test. If the employee fails the qualifying examination a second time, the employee may retest not less than thirty (30) days following the first retest. Thereafter, if the employee again fails the qualifying examination, the employee will have to wait not less than six (6) months from the second retest to be eligible to take the qualifying examination another time. Training materials, if any, shall be made available prior to the test.

ARTICLE XIX - TEMPORARY TRANSFERS

(83) The Hospital may require an employee to perform any work within his job classification. Furthermore, the Hospital may temporarily transfer employees from one job classification to another, either within the same department or to another department, or in or out of the bargaining unit, so long as such transfer is not discriminatory, and provided that such transfers out of the bargaining unit shall not be without the consent of the transferred employee. A temporary transfer shall not exceed thirty (30) work days, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation.

(83-A) To the extent it is necessary for an employee to "float" from his/her regular unit to another unit within a nursing department, the "float" shall be on a voluntary basis. If there are insufficient volunteers, the "float" shall first be assigned to the least senior employee in the affected unit and thereafter assigned in the inverse order of seniority to the extent practicable so that "float" assignments shall be made on an equitable basis. Upon request, the Hospital will provide the Union with a copy of its records documenting "float" assignments.

(84) When an employee is temporarily transferred to another job classification in the bargaining unit and performs work in the new job classification that is out of his own wage grade, he shall –

(a) Receive his regular rate of pay if the rate of pay for such other classification is lower than his regular rate;

(b) Receive a minimum of three percent (3%) wage increase of his regular hourly rate for each wage grade higher than his regular wage grade if the employee works one (1) consecutive hour or more in the higher rated wage grade job classification.

Provided, that the Hospital will not rotate temporary transfer assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under these temporary transfer provisions. Provided further, that any employee who is temporarily transferred to a higher rated wage grade shall receive notice of his change of status at the time of transfer to the new position.

It is agreed that if the Hospital temporarily transfers an employee from one shift to another within the same work week, the Hospital shall transfer the least senior employee from the affected shift (the shift from which the employee is transferred) based upon departmental classification seniority and who is qualified to perform the work, except in nursing where such transfers shall be done on a unit basis as defined above.

(84-A) Departments that regularly rotate employees between shifts shall not rotate an employee to more than two (2) different shifts during any work week, and it shall be the least senior eligible employee who rotates from his/her primary shift.

ARTICLE XX - LEAVES OF ABSENCE

(85) **Funeral Leave.** An employee will be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, in the event of the death of the employee's grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis), as follows:

(a) If the funeral is within 300 miles of Cuyahoga County – three (3) consecutive working days;

(b) If the funeral is more than 300 miles from Cuyahoga County – five (5) consecutive working days.

To be eligible for funeral leave, an employee must provide the Hospital with a funeral form (to be supplied by the Hospital) and must attend the funeral, and failure to do so, or a misrepresentation of the facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave). At the discretion of the Hospital, an employee may be given additional funeral time off with pay to be charged to the employee's accumulated sick or vacation leave or additional funeral time off without pay. Any additional funeral time off shall be tracked.

One (1) day, up to eight (8) hours, used as funeral leave will be counted as time worked for purposes of computing overtime entitlement.

(86) In the event of the death of a relative other than those listed in Paragraph 85, the employee will be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, for one (1) day to attend the funeral (on the same conditions set forth in Paragraph 85).

(87) **Jury and Witness Leave.** An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury service or witness service, and will be compensated for the difference between his regular pay and jury pay or witness pay for work absences necessarily caused by the jury duty or witness duty. A shift employee who is called for jury duty will be provided a Monday through Friday, day shift schedule. To be eligible for jury duty pay or witness duty pay, an employee must present to the Hospital a jury pay voucher or witness pay voucher showing the period of service and the amount of jury pay or witness pay received.

(87-A) **Litigation Leave.** An employee shall be granted an unpaid excused absence, or upon request, vacation leave, in the event the employee is required to appear in court for reasons outside the scope of his/her employment, and other than jury duty. Provided, however, the employee shall provide two (2) weeks prior written notice of any court appearance and the employee shall provide written verification of his/her appearance in court.

(88) **Military Leave.** An employee shall be granted a leave of absence for military duty in accordance with State and Federal law. Furthermore, an employee who is a member of the Ohio National Guard, Ohio Defense Corp., Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence from his respective duties without loss of pay for such time as he is in military service on field training or active duty for periods not to exceed one hundred seventy six (176) hours in any calendar year.

(89) **Union Leave.** At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. The granting of such a leave will be based upon the operational needs of the employee's department.

(90) **Education Leave.** An employee may be granted a leave of absence without pay for educational purposes relating to the Hospital's operations. The granting of such leave will be based upon the operational needs of the employee's department.

(90-A) Tuition reimbursement, up to a maximum of $4,000.00 per calendar year, shall be made available to employees who successfully complete courses in accordance with criteria set forth in the Hospital's Tuition Assistance Policy.

(91) **Family and Medical Leave.** Family and Medical Leave shall be administered in accordance with the Hospital's current FMLA policy.

(92) **Sick Leave Without Pay.** An employee shall be granted a leave of absence without pay (except as to the extent he may be entitled to sick pay) for a period not to exceed six (6) months because of personal illness or injury upon request supported by medical evidence satisfactory to the Hospital if the employee has reported such illness or injury to his department head (or immediate supervisor if the department head is absent) by no later than the second day of absence. An employee on sick leave will be required to keep the Hospital up to date on the progress of his illness or injury as circumstances allow. If the illness or disability continues beyond six (6) months, additional sick leave may be granted by the Hospital, upon request. Any employee who has been on sick leave for five (5) or more consecutive days may be required, at the discretion of the Hospital, to submit to (and pass) a

physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physical status between the employee's physician and the Hospital's physician, the issue shall be submitted to a mutually selected and paid for "third physician" whose decision shall be final and binding on both parties. Consecutive leaves of absence separated by fewer than thirty (30) calendar days shall be considered the same leave of absence if the successive leave is for the same condition as the initial leave.

(93) **Personal Leave.** For those employees who have completed four (4) months of continuous full-time service, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department. Such leaves of absence may be extended by the Hospital, but in no case will any employee be permitted to exceed three (3) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances.

(93-A) **Sick Leave With Pay.** An employee shall be granted sick leave with pay for personal illness (including pregnancy) or injury as follows:

(a) He must have completed one (1) month of service.

(b) Thereafter, paid sick leave will be earned and accumulated at the rate of three and one-tenths (3-1/10) hours for each completed eighty (80) hours of service.

(c) If and when accumulated sick leave is used, the employee will accumulate sick leave at the rate previously specified.

(d) Pay for sick leave shall be at the employee's regular straight-time hourly rate (or portion thereof if absent for less than a full day).

(e) An employee whose wife gives birth shall be granted five (5) days sick leave for the care of the employee's wife and family, to be charged against the employee's accumulated sick leave.

(93-B) To be eligible for paid sick leave, an employee must report the reason for his absence to his department head (or his immediate supervisor if the department head is not on the Hospital premises) at least two (2) hours before the employee's scheduled starting time, unless emergency conditions are shown to have prevented such notification.

(93-C) An employee who is absent on sick leave may be required to present a doctor's certificate stating the cause of his absence, regardless of the length of the absence. The Hospital will ordinarily not require such certificate in the case of illness or injury of less than five (5) days duration except in the case of employees who frequently take sick leave for one (1) to five (5) days and the employee has been so notified in writing.

In addition, an employee shall be required to present a doctor's certificate stating the cause of the absence when that employee calls in sick on a date that was previously denied, in writing, for vacation. However, in the event a vacation request of one (1) week or more is denied, and the employee subsequently utilizes up to three (3) days of sick leave during that period (other than in conjunction with a holiday), a certificate will not be required unless appropriate under other provisions of this Agreement.

Under no circumstances shall an employee be permitted to continue working if such employee cannot fulfill the requirements of the job or if there is a serious question that such employee is jeopardizing his own health or the health of other employees or patients.

(93-D) An employee transferring to the Hospital from any other public agency of the State shall transfer his accumulated but unused paid sick leave accrued in such employment to his sick leave account at the Hospital, subject to the limitations imposed on sick leave by this Agreement. An

employee who is re-hired by the Hospital shall be credited with the amount of accumulated paid sick leave he had accrued on the date of his termination.

(93-E) The Hospital will, once a year during the month of January, furnish each employee with a written statement showing the amount of his accumulated paid sick leave.

(94) Sick Leave Conversion. An employee who retires after a minimum of ten (10) years employment who has unused accumulated sick leave shall be allowed to convert one-half (½) of said sick leave into a lump sum cash payment, up to a maximum of one hundred (100) days of pay. This lump sum sick leave conversion payment will be made within thirty (30) days after date of retirement.

An employee who is hired on or after February 28, 2013, who retires after a minimum of ten (10) years employment who has unused accumulated sick leave shall be allowed to convert one-half (1/2) of said sick leave into a lump sum cash payment, up to a maximum of two hundred-forty (240) hours of pay. This lump sum sick leave conversion payment will be made within thirty (30) days after date of retirement.

(94-A) At the end of each calendar year, employees may cash out up to five (5) accrued sick days provided that there are at least 100 hours of sick leave available for use in their bank following the cash-out. For example, an employee who has 140 hours of accumulated sick leave may cash out from one day (8 hours) to five days (40 hours) of such time.

(95) An employee shall be granted sick leave with pay for illness (including pregnancy) or injury of the employee or a member of his immediate family, or medical, dental, or optical examination or treatment of an employee or a member of his immediate family; or if a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his job

would jeopardize the health of others. The term "immediate family" as used in this Paragraph applies only to those relatives specified in Paragraph 85 of this Agreement who are living in the employee's household, but in cases of genuine hardship which is supported by medical verification the appointing authority may exercise his discretion to grant paid sick leave where the immediate family member does not live in the employee's household.

(96) An employee who is hurt on the job shall have the option to use his paid sick leave, workers' compensation benefits, or his vacation, whichever he prefers.

(97) General Leave Provisions. An employee who is on an approved leave of absence of three (3) months or less from the last day worked as provided herein shall accumulate seniority during the entire period and upon return to work shall be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists. An employee who is on an approved leave of absence of a least three (3) months but not more than eighteen (18) months from the last day worked shall accumulate seniority during that entire period and upon return to work shall be assigned to the classification and shift which he formerly occupied or to a similar classification for which he is qualified at the sole discretion of the Hospital. Upon expiration of the 18-month period, and for an additional six (6) months, an employee will be offered any other open position for which he is qualified, without a break in seniority.

(98) All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the Hospital. An employee will be given a copy of the approved application. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Hospital.

(99) If it is found that a leave of absence is not actually being used for the purpose for which it is granted, the Hospital may cancel the leave, direct the employee to return to work, and impose disciplinary action.

(100) An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority under Paragraph 39.

ARTICLE XXI - HOLIDAYS

(101) All regular full-time employees shall be entitled to ten (10) paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(101-A) Martin Luther King Day, President's Day, Columbus Day, and Veteran's Day shall be designated Floating Holidays. Following the occurrence of the recognized dates for Martin Luther King Day, President's Day, Columbus Day, and Veteran's Day, each full-time employee may schedule a Floating Holiday on a date mutually selected by the employee and the employer prior to December 1 of the accrual year. If the employee does not receive the day(s) off prior to December 1 of the accrual year, the employee shall receive pay for all earned, but unused Floating Holidays or shall have those days credited to the employee's vacation bank. However, if the employee chooses to be paid for any earned, but unused Floating Holidays, it shall not be counted as hours worked for purposes of computing overtime.

(102) Continuing into 2013 only, all regular full-time employees who have completed one (1) year of service or more shall be entitled to receive their birthday as a paid holiday, and the birthday holiday is to be taken on a date mutually selected by the employee and the Hospital during the twelve (12) month period on or after the employee's birthday. If the employee does not use the birthday holiday within the twelve (12) month period, the birthday holiday shall be paid out at straight time in the pay period after the twelve (12) month period has expired. Effective January 1, 2014, employees shall not be entitled to a birthday holiday.

(103) To be eligible for holiday pay (except Floating Holidays), an employee must have worked his last regular scheduled work day before and his first regular scheduled work day after the holiday unless absent because of bona fide illness or injury, vacation, or funeral leave, but in no case shall an employee receive holiday pay if he receives no pay during the holiday week (regardless of the cause of the absence).

(103-A) Where feasible, an "A/B" Holiday rotation can be established or continued.

(103-B) Part-time employees shall be included in the holiday rotation system for purposes of scheduling.

(103-C) Employees may not schedule or take vacation on a holiday that they are scheduled to work, unless another employee works in their place and the Hospital approves the change.

(103-D) An employee who is scheduled to work on a holiday and does not work that holiday for any reason shall be required to work a subsequent holiday as selected by the employer.

(104) An employee who does not work on a recognized holiday shall receive eight (8) hours straight-time at his regular hourly rate.

(105) Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE XXII - VACATIONS

(106) All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of County service as follows:

Length of Service	Length of Vacation
(a) One(1) year but less than five (5) years	Two (2) calendar weeks
(b) Five (5) years but less than thirteen(13) years	Three (3) calendar weeks
(c) Thirteen (13) years but less Than twenty-three (23) years	Four (4) calendar weeks
(d) Twenty-three (23) years or more	Five (5) calendar weeks

Upon the 5th, 13th and 23rd anniversary dates of continuous service, forty (40) additional hours of vacation will be added to an employee's cumulative vacation total. The effective date of this settlement will be made retroactive to April 6, 1981.

(107) An employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. Provided, that the Hospital may permit an employee to accumulate and carry over his vacation leave to the following year, but in no case shall vacation leave be carried over for more than three (3) years.

(108) If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the pro-rated portion of any fully earned but unused vacation leave at the time of

separation (including any unused vacation leave which he had accrued under Paragraph 106). In case of death of an employee, the unused leave shall be paid to his estate or in accordance with R.C. Section 2113.04.

(109) An employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of his regular paid vacation leave).

(110) If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation).

(111) Employees may take their vacation during the calendar year as follows:

(a) Effective in 2011, by February 28 of each calendar year employees will be given an opportunity to indicate on a form provided by the Hospital their full week (based on employee's workweek) vacation leave preferences. The full week selection schedule will be posted by the Hospital (by department) by March 21.

(b) Once the full-week selections have been posted, employees will be given an opportunity to select less-than-full week preferences to be completed by April 3. The maximum number of single-day pre-selections available to employees will be based on their total number of weeks allotted annually, multiplied by two (e.g. an employee with four weeks of annual vacation allotment can pre-select up to eight (8) days of his vacation in single days). By May 1 a written vacation schedule (by departments) will be prepared by the Hospital (and individual written confirmation given to each employee) with priority given to employees according to their departmental (or departmental classification) seniority by shift for each of the two selection periods, to the extent consistent with the operational needs of the department, except that in the various nursing departments, priorities will be determined and vacations will be scheduled according to seniority by shift and unit consistent with the operational needs of the unit. If a Department/Unit cannot give at least one employee per shift vacation, vacations will be scheduled by seniority across all three shifts. Once the departmental (or nursing unit) vacation schedule is determined it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. All changes in a

vacation schedule must be in writing and acknowledged by both the Hospital and the involved employee(s).

(c) Any vacation selected after the above-referenced selection periods (single days or full weeks) will be allocated without regard to seniority based upon when the application was made. Vacation requests made during the above-identified selection periods shall be made for the period of May 1 through April 30 of the following year. Vacation requests made after May 1st will be responded to as soon as possible but not later than 21 days from the request.

(112) The Hospital agrees to provide any employee with his vacation check, upon request, prior to the effective date of the employee's scheduled vacation date. An employee who requests said vacation pay must make application two (2) weeks prior to the date of the effective vacation period.

(113) When an employee who is on vacation is hospitalized (on an inpatient basis) the employee will, upon satisfactory proof of hospitalization, have the right to convert his or her vacation status to sick status (from the date of hospitalization) if the employee first notifies the Hospital of the hospitalization at the first practical opportunity.

ARTICLE XXIII - SHIFT PREMIUM

(114) Effective June 1, 1995, employees who work four (4) hours or more as part of a regular shift assignment between the hours of 6:00 p.m. and 6:00 a.m. shall receive a shift premium of sixty cents ($.60) per hour for all hours worked.

(115) Relief employees assigned to the second and third shifts will receive, in addition to their regular rate, the shift differential provided herein for their respective shift.

ARTICLE XXIV - ON-CALL PAY

(116) An employee who is in on-call status and, if called, is required to report to work within forty (40) minutes of the call, shall be paid four dollars ($4.00) per hour for all such hours spent in on-call status.

(117) An employee who is in on-call status on weekdays (Monday through Friday), other than those referred to in paragraph 116 above, shall be paid twenty dollars ($20.00) for the entire on-call period.

(118) An employee who is in on-call status on weekends (Saturday and Sunday) or Holidays, other than those referred to in paragraph 116 above, shall be paid thirty dollars ($30.00) for the entire on-call period.

ARTICLE XXV - REPORT-IN PAY

(119) An employee who reports to work on a regularly scheduled work day without previous notice not to report shall receive a minimum of four (4) hours' work (or four (4) hours' pay in lieu thereof) at his applicable hourly rate.

ARTICLE XXVI - CALL-IN PAY

(120) An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours' work (or four (4) hours' pay in lieu thereof) at his applicable hourly rate. Provided, however, that an employee who is called in and has already qualified for the overtime premium rate by having worked forty (40) hours in the work week, shall be

given the option of returning home after completing the work which required the call-in and being paid four (4) hours at the straight-time rate or working the full four (4) hours on any assigned work and being paid four (4) hours at the time and one-half (1½) rate.

ARTICLE XXVII - MILEAGE ALLOWANCE

(121) Employees who in connection with their work duties are required to travel from one Hospital facility to another Hospital facility shall receive a travel allowance equal to the maximum allowable travel allowance as provided by the applicable Internal Revenue Service regulations.

ARTICLE XXVIII - UNIFORMS AND PROTECTIVE GEAR

(122) The Hospital will continue its present practice on work uniforms. The Hospital will provide work uniforms to all maintenance employees in accordance with present practices. Also, the Hospital will provide lab coats to all employees who are required to wear lab coats at no cost to those employees. Furthermore, the Hospital will provide the individual gloves, hats, and rubber boots (which go over socks) to all maintenance employees who use this equipment on a regular basis, and within three (3) months after the execution of this Agreement the Hospital shall furnish all maintenance employees the tools and equipment which are necessary for them to perform their work, subject to a reasonable system of accountability and financial responsibility of the employees. Any employees who receive individual protective gear or uniforms must return all such gear or uniforms upon termination of employment, and if they fail to do so they may be personally liability for the cost.

ARTICLE XXIX -
PART-TIME EMPLOYEE BENEFITS

(123) A part-time employee shall receive paid holidays and paid vacations on a pro-rata basis for all hours spent in active pay status during every work week in which they are in active pay status twenty (20) or more hours. For example, a part-time employee who regularly works twenty (20) hours per week will receive four (4) hours' pay for each recognized holiday and twenty (20) hours of pay for each week of earned vacation. Part-time employees who have accrued adequate holiday time may utilize the time in increments up to the amount of hours scheduled on the day the part-time employee is taking off, but for no less than their budgeted hours. Full-time employees converting to part-time status shall maintain their holiday time accrued.

(123-A) Part-time employee may elect to take and be paid for vacation time they have accumulated up to a maximum of the weekly average of hours actually worked in the previous year when requesting a vacation (e.g., a twenty hour part-timer who actually worked an average of thirty hours a week during the previous year could be paid for thirty hours of vacation during a one-week period).

(123-B) Part-time employees who actually work an average of thirty (30) hours per workweek or more for a six-month period, as determined by the Hospital, shall be eligible for insurance benefits for the ensuing six-month period and for succeeding six-month periods so long as the employee has continued to work thirty (30) hours or more per week. (See, Memorandum of Understanding dated January 29, 2013 for application of 6-month review period.)

ARTICLE XXX -
PAY DAY AND PAY PROCEDURE

(124) All employees shall be paid by direct deposit to an account designated by the employee. Employees working on their regular shifts on pay day will receive their pay stubs in a manner that will not result in a loss of time by the employees. Employees who are not scheduled to work on payday will receive their pay stubs on the day before the payday if such day is not a holiday, if they are available at the Hospital.

(125) Any employee who reports six (6) minutes or less late for the start of his shift shall not be docked. If he is seven (7) minutes or more late, he shall be docked one-tenth (1/10) of an hour for each tenth of an hour (or fractional part thereof) that he is late, including the first tenth. In other words, if an employee is seven (7) minutes late, he shall be docked two-tenths; if he is fifty-five (55) minutes late, he shall be docked one (1) full hour. Any employee who leaves work early for any reason shall be docked in increments of six (6) minutes.

(125-A) In the event of severely inclement weather, employees may be granted a thirty (30) minute grace period during which time to report to work without penalty; however, the determination of what constitutes "severely inclement weather" for the purpose of this Agreement remains within the sole discretion of the Hospital.

(125-B) The Hospital recognizes that employee parking at MetroHealth Medical Center may, at times, be limited. Therefore, the Hospital agrees that an employee at MetroHealth Medical Center has the right to grieve discipline imposed for tardiness if such tardiness is attributable solely and exclusively to his inability to find a parking space; however, the burden shall be on the employee to prove that the sole and exclusive reason for his tardiness was his inability to find a parking space.

(126) The Hospital shall process any pay check error of eight (8) or more hours pay within two (2) working days after pay day.

ARTICLE XXXI - INSURANCE

(127) The Hospital and the Union agree to continue the Joint Trust Fund in strict accordance and conformity with the laws of the State of Ohio and the Federal Government, and such Fund shall be continued and administered solely for the purpose of providing insurance benefits for eligible employees in accordance with terms and conditions of the applicable documents and all applicable laws, state and federal. Furthermore, such Fund shall be administered and managed by an equal number of Trustees selected by the Hospital and the Union, and it is agreed that the Trustees are at all times bound to follow and strictly adhere to all applicable documents and all applicable laws, State and Federal.

(128) Effective March 1, 2013, for employees who have completed their probationary period, the Hospital shall contribute to the Fund sixty-one dollars ($61.00) per month for each part-time employee and one hundred fifty-eight dollars ($158.00) for each full time employee for Prescription, Dental, Vision, Hearing and Life Insurance Coverage.

(129) For purposes of determining eligibility for contributions to the Fund, a regular full-time and/or part-time employee must have worked for ninety (90) days prior to the first (1st) of the month and must be regularly assigned and budgeted to work forty (40) hours or more per pay period.

(130) All full-time eligible employees who participate in the hospitalization insurance plan shall make the following contributions toward the monthly premium cost each pay period (based upon 26 pay periods per year):

	Single	Single Plus 1	Family
Effective March 1, 2013:	$55.00	$70.00	$75.00
Effective January 1, 2014:	$60.00	$75.00	$80.00
Effective January 1, 2015:	$65.00	$80.00	$85.00

(130-A) In addition, the Hospital will pay its share of the monthly premium cost of the hospitalization insurance plan for all full-time eligible employees presently covered by the Hospital with one year of service or more for the first three (3) months of an unpaid sick leave of absence.

(130-A-1) Effective March 1, 2013, there shall be an annual deductible as follows:

Single	Single Plus 1	Family
$100.00	$200.00	$200.00

(Annual deductibles will not apply toward maximum out-of-pocket expenses.)

(130-B) The co-pay for emergency room visits for the MetroHealth-only plan shall be $100.00. The co-pay will be waived if the employee is admitted to the hospital, admitted to observation, or is seen as the result of an injury.

(130-C) The co-insurance on the MetroHealth-only plan shall be 90/10 with maximum annual out-of-pocket expenses as follows:

Single	Single Plus 1	Family
$500.00	$1,000.00	$1,000.00

(Co-pays will apply to out-of-pocket maximums; co-pays will not apply toward deductible.)

(130-D) MetroHealth-Only Plan: The Summary Plan Description of the MetroHealth-only plan, effective March 1, 2013, is attached as Appendix A.

ARTICLE XXXII - GENERAL WAGE INCREASES

(131) Effective February 4, 2013, bargaining unit employees shall be paid in accordance with the following wage grade schedule:

Ranges Effective February 4, 2013 (1.0%)

Grade	Start	1 year	2 year	3 year	4 year	Grade
1	$10.63	$11.28	$11.94	$12.67	$13.37	1
2	$11.28	$11.94	$12.67	$13.37	$14.20	2
3	$11.94	$12.67	$13.37	$14.20	$15.06	3
4	$12.67	$13.37	$14.20	$15.06	$15.97	4
5	$13.37	$14.20	$15.06	$15.97	$16.95	5
6	$14.20	$15.06	$15.97	$16.95	$17.95	6
7	$15.10	$16.01	$16.98	$17.98	$19.06	7
8	$16.70	$17.72	$18.76	$19.89	$21.10	8
9	$17.88	$18.94	$20.09	$21.27	$22.55	9
10	$19.13	$20.25	$21.48	$22.79	$24.14	10
11	$20.45	$21.69	$23.00	$24.36	$25.82	11
12	$21.89	$23.22	$24.61	$26.09	$27.66	12
13	$23.14	$24.56	$26.03	$27.54	$29.20	13

Effective February 2, 2014, bargaining unit employees shall be paid in accordance with the following wage grade schedule:

Ranges Effective February 2, 2014 (2.0%)

Grade	Start	1 year	2 year	3 year	4 year	Grade
1	$10.84	$11.51	$12.18	$12.92	$13.64	1
2	$11.51	$12.18	$12.92	$13.64	$14.48	2
3	$12.18	$12.92	$13.64	$14.48	$15.36	3
4	$12.92	$13.64	$14.48	$15.36	$16.29	4
5	$13.64	$14.48	$15.36	$16.29	$17.29	5
6	$14.48	$15.36	$16.29	$17.29	$18.31	6
7	$15.40	$16.33	$17.32	$18.34	$19.44	7
8	$17.03	$18.07	$19.14	$20.29	$21.52	8
9	$18.24	$19.32	$20.49	$21.70	$23.00	9
10	$19.51	$20.66	$21.91	$23.25	$24.62	10
11	$20.86	$22.12	$23.46	$24.85	$26.34	11
12	$22.33	$23.68	$25.10	$26.61	$28.21	12
13	$23.60	$25.05	$26.55	$28.09	$29.78	13

Effective February 1, 2015, bargaining unit employees shall be paid in accordance with the following wage grade schedule:

Ranges Effective February 1, 2015 (2.5%)

Grade	Start	1 year	2 year	3 year	4 year	Grade
1	$11.11	$11.80	$12.48	$13.24	$13.98	1
2	$11.80	$12.48	$13.24	$13.98	$14.84	2
3	$12.48	$13.24	$13.98	$14.84	$15.74	3

4	$13.24	$13.98	$14.84	$15.74	$16.70	**4**
5	$13.98	$14.84	$15.74	$16.70	$17.72	**5**
6	$14.84	$15.74	$16.70	$17.72	$18.77	**6**
7	$15.79	$16.74	$17.75	$18.80	$19.93	**7**
8	$17.46	$18.52	$19.62	$20.80	$22.06	**8**
9	$18.70	$19.80	$21.00	$22.24	$23.58	**9**
10	$20.00	$21.18	$22.46	$23.83	$25.24	**10**
11	$21.38	$22.67	$24.05	$25.47	$27.00	**11**
12	$22.89	$24.27	$25.73	$27.28	$28.92	**12**
13	$24.19	$25.68	$27.21	$28.79	$30.52	**13**

Employees shall progress to the next step in applicable wage grade progression on the job anniversary date, and, thereafter, shall follow the wage grade progression.

A general wage increase will be provided to all employees as follows: a one percent (1.00%) increase effective February 4, 2013, a two percent (2.00%) wage increase effective February 2, 2014, and a two and one-half percent (2.50%) wage increase effective February 1, 2015.

(132) In the administration of the wage grade schedules, an employee whose anniversary date falls within the first (1st) seven (7) calendar days of the affected pay period shall receive the step increase retroactive to his first (1st) work day within the pay period, and an employee whose anniversary date falls within the second (2nd) seven (7) calendar days of the affected pay period shall receive the step increase on the first (1st) day of the next pay period.

(132-A) Employee contributions to the Public Employees Retirement System (PERS) will not be included in the gross taxable income subject to the federal withholding taxes.

ARTICLE XXXIII - SUCCESSOR

(133) The provisions of this Agreement shall be binding upon the Hospital and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, assignment and/or relocation of operations within Cuyahoga County of the Hospital (including changes in legal status, ownership, and/or management). If there is a termination, transfer, and/or relocation of operations during the term of this Agreement, all employees who are displaced will exercise their seniority rights under the following procedure:

(a) If work is actually transferred or relocated to another unit and new jobs are created in the same classification(s) as a result of the transfer or relocation, the displaced employees shall have the right to claim these available jobs in their same classification(s) on the basis of their Hospital seniority.

(b) If no work is transferred or relocated, or if no new jobs are created as a result of a transfer or relocation of work, the displaced employees shall have the right to exercise their Hospital seniority to "bump" into equal or lower rated jobs in any of the other units based upon their Hospital seniority and their ability to do the required work, and in such situations the bumping employee must bump the employee in the particular classification who has the lowest classification seniority.

(c) Thereafter, all employees bumped out of their regular jobs will exercise their lay off seniority rights under Article XV of this Agreement.

At the conclusion of this procedure, any displaced employees who are not able to claim jobs at other units and any other employees who are laid off at other units as a result of bumping shall continue to have preferential hiring rights under the seniority provisions of this Agreement. Any

employees who are displaced and who exercise their rights to transfer to another unit shall continue their employment with full seniority and with no loss of benefits (except that their wage range shall be determined by the job position which they hold at their "new location").

ARTICLE XXXIV - MISCELLANEOUS

(134) All non-probationary employees employed at the MetroHealth Medical Center facility shall be provided with free parking for the final two pay periods of each calendar year. The Hospital agrees that to the extent an increase occurs, it shall not exceed one dollar ($1.00) per pay period for the term of the Agreement.

(135) In the event of a re-organization in the governance of the Hospital such that there is a conversion from public employer status, the Hospital shall continue to recognize the Union as the representative of the existing bargaining unit as defined in Article I. Moreover, the parties will continue to be bound by the terms and conditions of this collective bargaining agreement between the parties, except as set forth below regarding retirement programs. Specifically, all current employees as of the date of the Hospital's reorganization (or other mutually satisfactory and agreed to date) may elect to continue to participate in the Public Employees Retirement System (PERS) of Ohio in addition to the federal social security system. Further, all current employees as of the date of the Hospital's reorganization (or other mutually satisfactory or agreed to date) may not elect to participate in PERS and shall be covered under the federal social security system.

(136) Employees at the Thomas F. McCafferty Health Center who currently do not speak Spanish will not be required to speak Spanish for the duration of their employment at the Center. New employees hired to [work] at the McCafferty Center will be required to speak Spanish and English.

(137) Otherwise qualified employees who do not speak Spanish and who are laid off or bumped under Article XV may fill vacancies at the McCafferty Center so long as qualified Spanish speaking employees are not available. The Hospital may continue to recruit qualified Spanish speaking employees for those positions. If hired, the Spanish speaking employees shall displace the non-Spanish speaking employee, who may then exercise his/her rights under Article XV.

ARTICLE XXXV - LEGALITY

(138) It is the intent of the Hospital and the Union that this Agreement comply, in every respect, with applicable legal statutes, constitutional requirements, governmental regulations which have the effect of law, and judicial opinions. If it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining provisions and/or Paragraphs of this Agreement. In the event of such an unlawful determination, the Hospital and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

ARTICLE XXXVI - DURATION

(139) This Agreement represents a complete and final understanding on all bargainable issues between the Hospital and the Union and totally supersedes and nullifies all previous Statements, Supplementary Statements, and Letters of Agreement between the Hospital and the Union except as provided in this Paragraph. This Agreement shall be effective as of the date of ratification (February 27, 2013) and remain in full force and effect until February 2, 2016, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either

party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged within fourteen (14) days after receipt of such notice.

ARTICLE XXXVII - LABOR/MANAGEMENT COMMITTEE

(140) The parties shall establish a Labor/Management Committee ("LMC") for the purpose of addressing broad-based issues arising between the parties. The LMC will be comprised of no more than three (3) representatives from the Union (the local Union President, an AFSCME Staff Representative and one additional person chosen by the Union), and no more than three (3) representatives from Management (the Director of Employee/Labor Relations and two additional persons chosen by management). Additional persons may attend only if mutually agreed upon by the parties.

LMC meetings shall be convened only upon the request of a party, but unless mutually agreed otherwise, shall be convened no more than four (4) times annually. At least fourteen (14) days prior to the meeting, the issue(s) shall be identified in writing by the moving party and relevant information shall be provided which would assist the parties in addressing the issue(s).

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of September, 2013

OHIO COUNCIL 8 AND
LOCAL 3360,
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

On the part of Ohio Council 8, AFSCME

On the part of Local 3360, AFSCME

On the part of MetroHealth Medical Center

1606-12-05

Letter of Understanding
Between
AFSCME Ohio Council 8,
AFSCME Local 3360
And
MetroHealth System

Sub-Contracting (Maintenance)

It is agreed that:

The Liaison Committee Meetings shall address the sub-contracting issues in the Facilities Management Department. The Hospital shall generate a formal agenda prior to the commencement of the Liaison Committee Meetings.

The Hospital and the Union shall explore the possibility of creating and/or continuing an apprenticeship program that includes the Building Engineperson classification.

Letter of Understanding
Between
AFSCME Ohio Council 8,
AFSCME Local 3360
And
MetroHealth System

Sub-Contracting (Radiology)

It is agreed that:

Upon the request of the Union, the Hospital shall provide an updated list of staffing levels in the Radiology Department.

MEMORANDUM OF UNDERSTANDING
BETWEEN
METROHEALTH SYSTEM,
AFSCME LOCAL 3360, AND
AFSCME OHIO COUNCIL 8

Office Space at South Campus

It is agreed that:

The MetroHealth System will find space at the South Campus to accommodate Local 3360's office needs at that location.

MetroHealth Hospital

AFSCME, Ohio Council 8

MetroHealth Hospital

AFSCME, Ohio Council 8

MetroHealth Hospital

AFSCME, Local 3360 1/7/10

Date: 1-7-10

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into between the MetroHealth System ("MetroHealth" or "the Hospital") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3360 and Ohio Council 8 American Federation of State, County and Municipal Employees ("the Union"), for the purpose of resolving the current dispute regarding MetroHealth's decision to modify job classifications regarding the Licensed Practical Nurse ("LPN") position. The parties agree as follows:

1. The Hospital will create a new job classification, "Licensed Practical Nurse Ambulatory" ("LPN Ambulatory).
2. Employees currently employed as LPN's (as of May 30, 2013) by MetroHealth in the ambulatory facilities will have their job classifications changed to LPN Ambulatory. The remaining employees currently employed as LPN's (as of May 30, 2013) shall continue to be classified as LPN's.
3. For bumping rights only which apply in the event of layoff, employees employed in the LPN position on or before May 30, 2013 will maintain bumping rights into either LPN classification (LPN Ambulatory or LPN) as if either position were the "employee's classification" as referenced in Paragraph (55)(1) of the collective bargaining agreement.
4. The Union will conduct a ratification vote of the LPN's regarding the terms of this Agreement. This Agreement will not have force and effect unless and until it is ratified by the LPN's.
5. Employees in the newly-created LPN Ambulatory job classification will have seniority-based transfer rights within the LPN Ambulatory job classification as set

forth under Paragraph 44 of the collective bargaining agreement. Likewise, employees in the LPN job classification will have seniority-based transfer rights within the LPN job classification as set forth under Paragraph 44 of the collective bargaining agreement.

6. The Union agrees that MetroHealth has satisfied any bargaining obligations which may have applied to the Hospital's decision and the effects of its decision to modify the LPN job classification in this instance. The Union also agrees to dismiss any pending grievances or unfair labor practice charges; and agrees not to file any future grievances or unfair labor practice charges regarding MetroHealth's decision to modify the LPN job classification in this instance.

7. By entering into this Agreement, the Hospital does not waive any of its asserted rights to unilaterally modify job classifications, nor does the Union waive any of its asserted challenges to such a decision.

THE METROHEALTH SYSTEM

Debbie Warman

Alex Teodosio

Date: 6/5/13

AFSCME, OHIO COUNCIL 8

Mark Davis

Brittney Howard

AFSCME, LOCAL 3360

Julie Albers

Kevin Smith

Date: 6/3/13

1606-13-02

MEMORANDUM OF UNDERSTANDING

PART-TIME INSURANCE BENEFITS

For determining eligibility of part-time employees for insurance benefits under ¶123-B, commencing on or about July 1, 2013, the Hospital will review the hours actually worked by part-time employees. Those employees who have actually worked an average of thirty (30) hours per week during the previous six (6) calendar months (January 1 through June 30) shall be eligible for insurance coverage for the ensuing six (6) months, starting the first of the following month (from August 1 through January 31). This same review of hours and application will take place every six (6) months (in January and July of each year).

Where it is determined that an employee receiving benefits is no longer actually working thirty (30) hours or more per week during the six-month review period, the employee's insurance benefits will be terminated with fourteen (14) days' advance notice.

The Hospital reserves the right to modify ¶123-B and/or this process where necessary to bring same in compliance with the Patient Protection and Affordable Care Act ("PPACA"). The Hospital shall notify the Union prior to implementing any such changes.

MEMORANDUM OF UNDERSTANDING

MetroHealth will compile and review information regarding the use of mandatory overtime throughout the system. Within thirty (30) days of ratification of the 2013-2016 Agreement, a labor-management committee shall be convened in order to identify issues pertaining to the use of mandatory overtime and to explore possible solutions thereto.

MEMORANDUM OF UNDERSTANDING

The parties agree to convene a committee once every six (6) months for the purpose of reviewing issues related to the staffing of part-time employees, PRNs and agency-employees.

WAGE GRADE 1

Clerk
Clinic Aide
File Clerk
Food Service Attendant
Garment Finisher
Information Receptionist
Launderer/Seamster (SN-E)
Laundry Worker
Library Aide
Mail Clerk
Marker/Checker/Sorter
Messenger

WAGE GRADE 2

Catering Attendant
Clerk Typist
CRT Operator
Customer Service Partner (SN-E)
Customer Support Partner
Early Childhood Teacher Assistant
Environmental Service Aide
Library Assistant
Library Clerk
Medical Records Clerk
OR Attendant
Pack Aide
Porter
Radiology Technologist Assistant
Seamster 2
Senior Messenger
Transport Service Assistant
Washroom/Helper/Sorter

WAGE GRADE 3

Abstracting Clerk
Cafeteria Cashier
Correspondence Clerk
Correspondence Secretary
Customer Assistant
Documentations Representative
Lab Assistant 1

Maintenance Machine Operator
Medical Records Assistant
Medical Records Representative
Medical Records Rep. - Bilingual
Nurse Assistant
Nursing Assistant Restorative
Nursing Business Office Assistant
Perioperative Assistant 1
Pharmacy Cashier
Power Machine Operator
Psychiatry Assistant
Radiology Assistant
Rehab Patient Companion
Senior Clerk
Senior Medical Records Assistant
Staffing Clerk
Support Services Associate
TB Counselor I -TBC
Textile Care Delivery Person
Timekeeper
Transcription Clerk
Unit Assistant

WAGE GRADE 4

Accounts Payable Clerk
Accounts Payable Representative
Building Services Attendant
Business Office Biller (SN-E)
Business Office Cashier (SN-E)
Carpet/Furniture Cleaner
Catheter Team Technician
Child Life Assistant
Cook
CSP Technician 1
Dental Receptionist
Dental Sterilization & Supply Technician
Dispatcher
Early Childhood Teacher
Family Planning Counselor/Clerk
Environmental Services Machine Tech/Storeroom Clerk
Health Claims Investigator
Inventory Clerk

Liquid Oxygen Handler
Medical Receptionist – Bilingual
Medical Records Technician
O.R. Custodial Worker
O.R. Secretary
Pharmacy Billing Clerk (SN-E)
Pharmacy Services Representative
Radiology Film Librarian
Registrar
Rehab Assistant (SN-E&W)
Rehab Attendant
Secretary – Bargaining
Senior Correspondence Clerk
Senior Sup. Services Associate (SN-E)
Senior Marker/Checker/Sorter
Senior Patient Interviewer – OB/GYN
Senior Timekeeper
Therapeutic Assistant (SN-E)
Third Party Billing Clerk
Wall/Window Washer
Washer Operator

WAGE GRADE 5

Cardiology Technician
Collector
CSP Technician 2
Customer Care Partner
ECG Technician
Electronic Document Technician
Facilities Storeroom Attendant
Grounds Maintenance Equip. Operator
Head Washerperson
Infectious Waste Processor
Inventory Order Clerk
Laundry Driver
Lead Radiology Film Librarian
Maintenance Mechanical Helper 1
Maintenance Storeroom Attendant
Material Management Clerk
Medical Data Analyst
Medical Records Analyst
Medical Transcriber
Medical Transcriber – Pathology

Messenger Driver
O.R. Stock Clerk
Patient Account Representative
Payroll Clerk
Payroll Representative
PBX Operator
Print Shop Technician
Perioperative Assistant 2
Radiology Mechanical Helper 1
Seamster Work Leader
Stock Clerk
Stock Clerk – Emergency Dept.
Stock Clerk – Food Services
Stock Duplication Clerk
Stockroom Clerk/Attendant
Telemetry Technician
Transportation Driver
Truck Driver

WAGE GRADE 6
Behavioral Health Technician
Central Sterile Processing Technician III
CSP Technician 3
Dental Assistant – Non-Certified
Dental Services Representative
Intake Specialist
Lab Services Operator
Maternity Services Clerk
Maternity Services Representative
Medical Team Assistant
Medical Team Assistant - Bilingual
O.R. Representative
Patient Services Representative
Patient Services Representative – Bilingual
Senior Stock Clerk
Speech Recognition Medical
Surgical Clinical Team Assistant
Unit Secretary
WIC Program Representative

WAGE GRADE 7
Anesthesia Equipment Technician

Building Attendant
Cardiovascular Technician 1
CSP Senior Technician
Dental Assistant – Certified
Diener
Endoscopic Technician
Laboratory Processing Clerk
Maintenance Mechanical Helper 2
Medical Photographer
Oral Surgery Assistant
Pharmacy Technician - Retail
Phlebotomist
Surgical Support Specialist
Technician

WAGE GRADE 8
EEG Technician
Emergency Medicine Representative
Lab Systems Operator 2
Logistics Technician
Orthopedic Technician
Pharmacy Technician - Hospital
Research Assistant 1
Senior Medical Transcriptionist
Senior Technician
X-Ray Technologist 1

WAGE GRADE 9
Biomedical Equipment Technician 1
Cardiovascular Technician 2
Chemical Dependency Counselor
Financial Counselor
Financial Counselor – Bilingual
Maintenance Senior Storekeeper
O.R. Technician
Orthopedic technician 2
Orthopedic Technician 2 – Perioperative
Pulmonary Services Equipment Technician

WAGE GRADE 10
Certified Respiratory Care Specialist

Child Life Specialist 1
Home Therapist
Maintenance Mechanic
Medical Transcription Editor
Paramedic
Paramedic Critical Care Ground Transport
Patient Access Specialist
Polosomnographic Technician
Polosomnographic Tech Unregistered
Senior O.R. Technician
Social Worker 1
Social Worker 1 – Bilingual

WAGE GRADE 11
Abnormal Lab Nurse
Ambulatory LPN
Expanded Function Dental Auxiliary
Food Service Equipment Technician
HIM Coder
Histology Technologist
Licensed Practical nurse
Licensed Practical Nurse – Bilingual
Machine Repairer
MDS Nurse (SN-E)
Polysomnographic Technician 1
Pulmonary Technician
Respiratory Therapist
Senior Virology Technician
Textile Care Technician
Textile Care Technician – Workleader
X-Ray Technologist 2

WAGE GRADE 12
Biomedical Equipment Technician 2
Boiler Mechanic
Child Life Specialist 2
Maintenance Auto Repairer
Maintenance Building Engineperson
Maintenance Carpenter
Maintenance Carpenter/Locksmith
Maintenance Carpenter/Painter/
Locksmith (SN-E)
Maintenance Electrician

Maintenance Electronics Technician
Maintenance Elevator Repairer
Maintenance Environmental Syst. Technician
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Refrigeration/AC Tech (SN-E)
Maintenance Tinner
Maintenance Welder
Perfusionist
Polysomnographic Technician 2
Polysomnographic Tech Registered
Social Worker 2
Social Worker 2 - Bilingual
X-Ray Technologist 3

WAGE GRADE 13
Cytology Technologist
Dental Hygienist
Invasive Cardiovascular Technician
Laboratory Technologist
Occupational Therapy Assistant
Physical Therapy Assistant
Polysomnographic Technician 3
Senior Polysomnographic Tech
Registered Respiratory Therapist
Social Worker 3
Social Worker III - Bilingual

Health Care Option:

MetroHealth Employee Plan Schedule of Benefits

MetroHealth Employee Plan Benefits	MetroHealth Facility and Professional Providers
Benefit Period	January 1 through December 31
Benefit Maximum	Unlimited
Benefit Period Deductible	$100 Individual / $200 2-Party/Family
Coinsurance	90% / 10%
Out-of-Pocket Maximum (including copayments and coinsurance)	$500 Individual / $1,000 2-Party/Family
Office Visit (Illness/Injury)[1 4]	$15 copay
Specialist Office Visit[1 4]	$30 copay
Preventive Services, in accordance with state and federal law[2]	100%
Routine Physical Exam[2] (One exam per benefit period, ages 21 and over)	100%
Well Child Care Services Exam[2] /Up to age 9: no limit /Age 9-21:one exam per benefit period	100%
Well Child Care Laboratory Tests and Immunizations[2] – To age 21	100%
All Immunizations[2]	100%
Routine Mammogram	100%
Routine Pap Test – One per benefit period	100%
Routine Endoscopic Services	100%
Routine Laboratory, X-ray, Medical Tests	100%
Diagnostic Laboratory, X-ray, Medical Tests – Medically Necessary	90% after deductible
Surgical Services	90% after deductible
Oral Surgery – When participant covered under both medical and dental plan, paid under medical	90% after deductible
Dental – Limited to removal of impacted teeth, an accidental injury, except for chewing, to	90% after deductible
sound, natural teeth and treatment is received within one year of an accident	90% after deductible
Prosthetics – excludes dentures	90% after deductible
Physical Therapy – Facility and Professional – 25 visits then medical review	90% after deductible
Occupational Therapy – Facility and Professional – 25 visits then medical review	90% after deductible
Chiropractic Therapy[1 4] – Professional Only – 12 visits per benefit period	
Prior authorization not required to access Medical Mutual providers.	$30 copay
Medically necessary, maintenance service not included	
Speech Therapy – Professional Only – 25 visits then medical review	90% after deductible
(For speech loss or impairment due to an illness or injury)	
Cardiac Rehabilitation	90% after deductible
Podiatry[1 4] – Routine foot care not covered	$30 copay
Nutritional Counseling – For Cardiovascular Disease/Eating Disorders/	2 visits per benefit period covered
Gastrointestinal Disorders/Hypertension/Kidney Disease/Seizure	at 100%, additional services covered at 90% after deductible
Semi-Private Room and Board	90% after deductible
Maternity	90% after deductible
Skilled Nursing Facility – 100 days per benefit period	90% after deductible
Organ Transplants (MMO will coordinate care using a SuperMed Network provider)	90% after deductible
Acupuncture	90% after deductible
Allergy Testing	90% after deductible
Allergy Treatments	90% after deductible
Air & Ground Ambulance – Subject to medical review	90% after deductible
Home Healthcare – 30 visits per benefit period	90% after deductible
Hospice – 180 days per benefit period	90% after deductible
Private Duty Nursing	Not covered
Durable Medical Equipment / Prosthetics / Orthotics / Home Infusion Services	90% after deductible
Prior authorization not required to access SuperMed providers.	90% after deductible
TMJ – Coverage limited to Office Visit and X-Ray	90% after deductible
Fertility – Limited to services to diagnose only	90% after deductible
Emergency Room/Urgent Care	
MetroHealth Express Care	$15 copay
CVS Caremark Minute Clinics	$15 copay
Urgent Care Office Visit[1 4] – Non-life threatening emergency that occurs outside of MetroHealth	
Service area or normal business hours. Prior authorization not required to access Medical	$50 copay, then 90%
Mutual urgent care facility/providers.	
Emergency use of an Emergency Room	100%
Non-Emergency use of an Emergency Room[3 4]	$100 copay, then 90%
Mental Health and Substance Abuse	
Residential Treatment Facility – Covered only if approved by Case Management	90% after deductible
Inpatient Mental Health and Substance Abuse Services / Prior authorization not required to	90% after deductible
access Medical Mutual providers for Chemical Dependency and Adolescent Mental Health.	
Outpatient Mental Health and Substance Abuse Services[1 4] / Prior authorization not required to	$15 copay
access Medical Mutual providers for eating disorders, family counseling or chemical dependency.	

How the MetroHealth Employee Plan Works

You must use MetroHealth providers and facilities for all services except for those noted on the Schedule of Benefits. Expenses for non-covered services are entirely your responsibility. In the event of a life threatening or accidental emergency, please use the closest emergency facility.

Medical Emergency

A sudden and acute onset of illness with severe symptoms, which requires medical treatment within 24 hours of onset of symptoms associated with potential life-threatening illness.

How to Find Providers in the Medical Mutual of Ohio (MMO) Network

To confirm your provider is in-network, please visit MedMutual.com and register for My Health Plan on Medical Mutual's secure member information site:

- Go to MedMutual.com
- Click on Register Here under the My Health Plan login.
- You will need to have the identification number and group number listed on your identification (ID) card available to register.
- You will also need to enter your name and personal identification information exactly as it appears on your ID card.

Once you are registered for My Health Plan, please use the Find a Provider tool to see if your doctor is in the network.

- Log into My Health Plan and locate the Find a Provider tool.
- Choose the type of provider you are looking for.
- To find a specific doctor, enter the doctor's last name.
- To find providers located near you, enter your address and Zip Code.
- You can also search for doctors by specialty, gender, language spoken and hospital affiliation.

Call Medical Mutual for Assistance

If you need help registering for My Health Plan or using the Find a Provider Tool, or if you would like personal assistance finding a provider, please call Medical Mutual's Customer Service Department toll-free at 1-877-730-7775.

Covered Services not available at MetroHealth

If you require Inpatient, Outpatient, or Professional Services that are not available at MetroHealth, your provider must contact Medical Mutual's Care Management Department at 1-800-338-4114 for determination prior to seeking services. When eligible procedures or services are performed outside of MetroHealth, they will be covered at the Tier 1 level of benefits only if the following conditions have been satisfied:

- The procedure/service **must** be medically necessary,
- Your physician **must** prescribe the procedure/service, **and**
- MetroHealth does **not** perform the procedure/service.

Covered Services outside of MetroHealth service area

If you or your dependents are traveling outside of the MetroHealth service area, services will only be covered when an emergency occurs. To locate a provider outside of the service area in Ohio, please call 1-800-232-7400 and select option 3. If you require services outside the state of Ohio, please call FirstHealth at 1-800-889-0277.

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

1 The office visit copay applies to the cost of the office visit only.

2 Preventive services include evidence-based services that have a rating of A or B in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

3 Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to coinsurance.

4 Copays and coinsurance apply to the out-of-pocket maximum. Copays continue once out-of-pocket maximum is met.