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AGREEMENT BETWEEN

STATE EMPLOYMENT RELATIONS BOARD
2015 OCT 10 PM 2:51

UNIVERSITY of CINCINNATI MEDICAL CENTER

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20

Effective

January 1, 2015

through

December 31, 2017

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ARTICLE 1
PURPOSE

This Agreement is entered into by and between the Employer, the University of Cincinnati Medical Center, hereinafter referred to as "UCMC" or the "Medical Center", and the International Union of Operating Engineers Local 20, hereinafter referred to as the Union. The Union recognizes that the Medical Center has the long term and continuing obligation of providing management, excellent medical care and services for patients, and protecting their rights; and has a concern and interest in the welfare, respect for and equitable treatment of Employee rights, responsibilities and privileges; and the Employees and the Union recognize their obligation to carry out the duties and responsibilities to provide excellent care and services to the patients and to respect their welfare and interests and protect the patients' rights. It is the intent and purpose of this Agreement to achieve better understanding between both parties; to avoid interruptions and interferences with service to patients; and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2
RECOGNITION

A. The Medical Center recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by this Agreement on matters of wages, hours of employment, and other conditions of employment.

B. Employees covered by this Agreement are those listed by classification in Schedule A.

C. Excluded from the bargaining unit are:

1. Those Employees within their first six months of employment
2. Management Employees
3. All other Employees

ARTICLE 3
MANAGEMENT RIGHTS

Except as abridged by expressed provisions of this Agreement, the Medical Center shall retain the rights of management which shall include but not be limited to the right to select, assign and direct the working forces; the right to adopt and enforce reasonable rules and regulations; determine the number and classifications of Employees necessary and the manner of work; and the right to discipline or discharge Employees for reasonable and just cause, provided that the Union rights set forth in this Agreement, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed or modified by this clause.

During the term of the Agreement, the Medical Center shall bargain with the Union regarding the effects of the exercise of its rights on employees' terms and conditions of employment. The decisions which result in such effects are the exclusive right of management to make and shall not be a subject of bargaining with the Union.

ARTICLE 4
UNION SECURITY AND CHECK-OFF

All bargaining unit members presently employed in positions covered by this Agreement who belong to IUOE shall, as a condition of employment, maintain their membership or service fee status in good standing with IUOE. All new Employees shall, as a condition of employment, become members in good standing or pay a service fee no later than one hundred eighty (180) days after employment and shall maintain such membership for the duration of this agreement.

CHECK-OFF

A. The Medical Center agrees to deduct from the first paycheck of each month all established monthly dues, service fees and uniformed levied assessments from the earnings of each Employee in the bargaining unit who individually and voluntarily authorizes these deductions in writing. The Union shall notify the Medical Center of the amount of the service fee to be deducted.

B. All amounts so deducted shall be remitted to the Union, together with a duplicate list of those Employees from who such deductions were made and signifying the amount deducted from each Employee. The Union assumes full responsibility for the disposition of funds so deducted and remitted once they are paid over to the Union. Errors made by the Medical Center in the deduction and/or remittance of money shall not be considered by the Union as a violation of this provision, provided that such errors are corrected when brought to the Medical Center's attention.

ARTICLE 5
UNION REPRESENTATION

A. The Medical Center shall recognize stewards as Union Representatives for the purpose of administering the Collective Bargaining Agreement and adjudicating grievances. Union Representatives shall also be recognized for the purpose of administering the Collective Bargaining Agreement. The Union has the right to conduct its internal affairs, during non-working hours, as it deems appropriate, free of any intervention by the Medical Center.

B. No steward or aggrieved Employee shall leave his/her assigned work in order to conduct Union business without prior approval from the immediate supervisor. No steward will be unreasonably denied the right to carry out his/her steward responsibilities when requested. The steward is obligated to provide the immediate supervisor with the following information forty-eight hours in advance.

1. Purpose of the Union business (i.e. grievance, disciplinary hearing, other);
2. The name of the steward and any Employees involved;
3. The actual time spent on Union business (from start to conclusion).

C. The Union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must secure permission from the department head, or his/her authorized representative, in order to contact any Employee on the Medical Center's time.

D. The Union is permitted a reasonable number of stewards, not to exceed two (2) plus an alternate. The Union will furnish the names of all stewards and officers acting in such a capacity, to the Medical Center at the time of their identification.

E. Time spent by the stewards in grievance handling during the steward's regularly scheduled hours will be paid by the Medical Center. Stewards who lost time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost provided this allowance is not abused. All stewards will be considered to be on a regular eight hour shift as far as grievance pay is concerned.

F. During contract negotiations, Bargaining Unit members who serve on the Union Negotiating Committee shall be paid for time spent in negotiations with the Medical Center representatives during regularly scheduled work hours. The number of bargaining unit members who serve on the Union Negotiating committee shall be limited to 3. However, as needs dictate, other bargaining unit members may be called upon to provide information pertinent to the discussion of a particular issue. The Union shall provide, in advance, the names of the Union Negotiating Committee.

ARTICLE 6
HOURS OF WORK AND OVERTIME

A. HOURS

For all Trades and Emergency Maintenance, the regular work day shall consist of either eight (8) or ten (10) hours of work with a thirty (30) minute non-paid lunch period. The regular work week shall be a forty (40) hour week, beginning at the start of the day Sunday, 12:01 a.m. and end at the corresponding time the following Saturday, 12:00 p.m. (midnight).

The Medical Center agrees to manage schedule changes to this regular work day or week by consulting with the Union prior to proposed changes. Such consultation will occur at least three (3) working days prior to a work schedule change in the case of a single individual; and at least ten (10) working days prior to a work schedule change in the case of a group (i.e. more than one individual). These time periods may be modified in case of emergency or extraordinary circumstances. Nothing in this paragraph modifies or limits paragraph F below.

B. OVERTIME

The rate of one-and-one-half (1-1/2) times the regular rate of pay shall be paid in each of the following instances:

1. For all hours worked (including scheduled PTO) in excess of forty (40) hours in any work week for which overtime has not previously been earned.

2. Effective 1/5/03

   a. PTU (unexcused absence) shall not be included as time worked for purposes of determining overtime. However, if an employee is required to work an additional shift during the week the PTU shall not be excluded from the determination of overtime.

3. For all work performed on a holiday.

   a. If a holiday occurs on a scheduled work day and the Employee takes the day off with management approval, the applicable PTO would be included as part of the overtime calculation

4. The rate of double (2) times the regular straight time worked on the second scheduled off day in a scheduled shift, provided that the first scheduled off day was at a rate of one-and-one-half (1-1/2) times the regular straight time rate. In addition, double time shall be paid for all consecutive hours of work in excess of the equivalent of the Employee's regular shift hours +8.

5. The payment of overtime rates for any hour eliminates that hour for any other overtime calculation. The Medical Center will make every reasonable effort to distribute overtime equally among Employees in their respective classifications. An overtime list will be maintained by each supervisor and updated following the end of each pay-period. Overtime refused will be counted as overtime worked taken for the purpose of accounting for the distribution of overtime. Should the overtime be refused by all Employees on a given shift, the Medical Center reserves the right to require overtime as necessary. Employees scheduled to work overtime but who report in sick will have their scheduled overtime canceled and no such leave with pay or any other pay is given for this time. The Employee may be subject to disciplinary action due to such call-offs.

C. CONTINUOUS SHIFT LUNCH

Employees who must continuously monitor their duty station shall have a one-half hour lunch period built into their eight hour shift, and this lunch period shall be scheduled as close to the middle of the work shift as possible. It is understood that such Employees are on duty while eating and may have to respond to duty requirements.

D. CALLBACK

Whenever an Employee is called in to work more than 15 (fifteen) minutes before the start of their shift or 15 (fifteen) minutes after the end of their shift, the Employee shall be guaranteed four (4) hours call-back pay at the appropriate rate of pay. It is understood that any work performed prior to the start of the shift or following the end of the shift, will be paid at the appropriate overtime rate of pay.

E. The Medical Center may assign an Employee(s) to work outside of his classification on an as-needed basis incidental to his primary work assignment so long as: a) he has the necessary skills to do the work or can acquire such skills with reasonable instruction and direction by management; and b) the assignment complies with the health and safety provisions of Article 22 of this Agreement.

F. Only employees hired on or after January 1, 2015 can be scheduled to work Saturday and/or Sunday as part of their regular 40 hour work week schedule.

G. On Saturdays and Sundays there will be a designated manager or supervisor who employees can call or otherwise contact should the need arise.

ARTICLE 7
SHIFT DIFFERENTIAL

A. The Medical Center will pay shift differential for time actually worked, between the hours of 3:00 p.m. and 7:30 a.m. when more than one-half of the continuously worked hours are worked between 3:00 p.m. and 7:30 a.m. Shift differential will be at the rate of $2.25 per hour effective January 1, 2009.

B. Shift differential for employees requested to work either prior to or immediately following their regularly scheduled eight (8) hour shift.

When an employee is requested to work additional hours either immediately before or after his or her regularly scheduled eight (8) hour shift, the employee's total time worked would be considered when calculating eligibility for shift differential. When this occurs, an employee regularly scheduled to work eight (8) hours would experience a split shift after an additional five (5) hours are worked beyond the first continuous eight (8) hours worked.

Example: an employee is scheduled to work 7:30 a.m. to 4:00 p.m. but is requested to start at 2:00 a.m. and work until 4:00 p.m. This employee will work 13.5 hours with .5 hour for lunch. Since he or she worked at least five (5) hours over his or her regular eight (8) hour schedule, he or she would be eligible for shift differential between the hours from 2 a.m. through 7:30 a.m.

Example: an employee is scheduled to work 7:30 a.m. to 4:00 p.m. but is requested to start at 4:00 a.m. and work until 4 p.m. This employee will not work at least five (5) hours over his or her regular eight (8) hour schedule and therefore would not be eligible for any shift differential payment.

C. Each person is to be scheduled no more than two different work shifts in one week (excluding overtime work), except in an emergency situation.

ARTICLE 8

GRIEVANCES AND ARBITRATION

A. GRIEVANCE PROCEDURE

1. If a dispute arises over the interpretation or application of any specific provision of this Agreement, it shall be defined as a grievance and handled in accordance with the following procedure:

   STEP 1: The Union shall file with the Medical Center within ten (10) working days from the time the grievance occurred, a complaint, in writing, on a grievance form which provides all pertinent information concerning the grievance and the remedy sought. The Union steward shall meet with the Department Director or designee and attempt to resolve the grievance. The Department Director or designee shall render a decision, in writing, within seven (7) working days from the date the grievance was filed. One (1) copy of the decision shall be given to the Union and one (1) copy shall be given to the Grievant.

   If the Union is not satisfied with the Department Director's decision, the grievance will proceed to Step 2 through the submission of a written request to the Employee and Administrator within seven (7) working days of the receipt of the Department Director's decision.

   STEP 2: The Area Administrator or designee and the Employee's Department Director shall meet with the Employee and his/her Union representative within seven (7) working days from the date notice was received under Step 1 and attempt to adjudicate the grievance.

   The Area Administrator or designee shall render a decision, in writing, to the Union and Employee within seven (7) working days of the date of this meeting.

   STEP 3: Any grievance which remains unsettled after having gone through Steps 1 and 2 may be submitted to arbitration upon written request of either the Union or the Medical Center, provided such request is made within thirty-one (31) days after the receipt of the Step 2 decision of the Medical Center.

   A grievance which has gone unanswered within the specified time frame shall automatically proceed to the next step of the grievance procedure. Nothing contained herein shall prohibit the parties from mutually extending the required time frames.

B. ARBITRATION PROCEDURE

1. The Medical Center and Union shall mutually agree upon a panel of seven (7) arbitrators from the immediate tri-state area. Following the appeal of a grievance to arbitration, the parties shall jointly select an arbitrator from the approved list.

a. Should the parties fail to agree on the arbitrators to be selected for the original panel they shall request the Federal Mediation and Conciliation Service (F.M.C.S.) to provide a list of arbitrators from which the parties may alternately strike names until the panel of seven (7) is reached.

b. The arbitrators selected for the original arbitration panel will remain members of the panel for the duration of the current Agreement, unless the Arbitrator(s) removes him/herself (themselves) from the panel. At the conclusion of the contract period either party may request a re-selection of the panel.

2. The decision of the arbitrator shall be final and binding. The Medical Center and Union agree to abide by such decision; however, the arbitrator shall have no power to add to or delete from or modify any of the terms of this Agreement or any Agreement made supplementary hereto.

3. The compensation and expenses of the arbitrator shall be borne equally by the Union and the Medical Center. Each party shall bear the expense of its representatives and witnesses.

4. Grievance/Arbitration by the Medical Center.

The Medical Center shall have the same rights as the Union to file a grievance under this Article 8 including arbitration of any unresolved grievance. The Medical Center will file the grievance within ten (10) working days of the date when the Medical Center became aware of the violation or alleged violation, but not later than thirty (30) days after occurrence of the violation or alleged violation. The Medical Center will give a copy of the grievance to the Union's Business Manager and Chief Steward. Within twenty (20) working days after filing a grievance, the grievance will be reviewed by a committee composed of the Business Manager, two union stewards and a Human Resource's manager. If unresolved in committee, the grievance will be reviewed by the Senior Vice President of Human Resources and the Union's Business Manager together in a conflict resolution meeting. If unresolved after such review meeting, either party may appeal within seven (7) working days of the review meeting to arbitration pursuant to the arbitration provisions of this Article. The provision shall not be construed as a waiver of the Union's or the Medical Center's right to bargain with respect to the modification of any provision of this Agreement or with respect to wages, hours, or other terms and conditions of employment.

ARTICLE 9
CORRECTIVE ACTION

The Medical Center's interest is in taking corrective action consistent with its commitment to maintaining a productive safe and efficient workplace. The Medical Center will administer corrective action in a fair and constructive manner, in conformity with its commitment to equal opportunity. The basic purpose of such action is corrective, not punitive.

A. Depending upon the nature and severity of the offense, the Medical Center will take corrective action that is appropriate to the offense. Such corrective action may include but shall not be limited to:

1. verbal reminders
2. written reminders
3. suspension
4. demotion and/or termination.

B. Corrective action is normally progressive however, the Medical Center may, based upon the severity of the offense, commence corrective action at any level.

C. The Medical Center will notify the employee and the Business Manager of any allegations that may result in corrective action. During any meeting that an employee is required to respond to questions, in an investigative interview of allegations that may lead to corrective action, the employee shall, upon his request have the right to the presence of a union representative. Further, in any corrective action meeting the employee shall, upon his request have the right to the presence of a union representative. No such meeting shall proceed without a union representative present unless the employee signs the Possible Corrective Action Union Representation Waiver attached as Appendix A.

D. Corrective action involving termination or suspension may be appealed through the grievance procedure and shall be filed at Step 2 of the procedure. Grievances protesting verbal or written reminders shall be filed at Step 1 of the grievance procedure and shall not be appealable to arbitration.

E. No formal corrective action greater than 12 months old resulting from policy and procedure violations shall be used in the determination of further corrective action. However, if an employee received further corrective action during the 12 months, the 12-month period resets from the date of the new corrective action. For formal corrective action taken for Time and Attendance violations only, the time period stated in this paragraph (E) shall be 6 months.

F. Employees shall have the right to review the contents of their department personnel files in the presence of their supervisor or manager. Employees shall request such a review which will be scheduled at a mutually agreeable time.

G. A suspended employee has the option to use his/her PTO during an unpaid suspension. If the Medical Center determines that the suspended employee is exonerated, the Medical Center will re-credit any PTO the employee used during this suspension.

Possible Corrective Action
Union Representation Waiver

The Medical Center has called this meeting to investigate a potential issue(s) of misconduct on your part. This meeting could lead to corrective action.

As a member of the IUOE Local 20 bargaining unit, you have the right to union representation during this meeting and all subsequent meetings during the investigatory corrective action process. If you ask for union representation, the Medical Center cannot conduct this or any future investigatory or corrective action meetings with you about this matter, unless a representative of IUOE is present.

You may waive your right to union representation by signing this form. Once signed, this form certifies that you are aware of your rights and voluntarily decline union representation at this and all future meetings about this matter unless you revoke the Waiver as described below.

You can revoke this Waiver at any time by simply communicating, in writing, your desire for union representation. Simply write, "I request union representation" on a sheet of paper, sign and date the bottom and give it to the Human Resources representative. Once your request has been received, the meeting must be postponed until a union representative arrives.

A copy of this form should be provided to the Union and to Human Resources within five (5) business days of signing. All appeal timelines begin with receipt of this form by the Union.

_____	_____
Associate's Signature	Date
_____	_____
Mike Webster/Human Resources Signature	Date
_____	_____
Witness Signature	Date

cc: Employee File
Human Resources
IUOE Representative

ARTICLE 10
NON-DISCRIMINATION

The parties agree that the Employees covered by this Agreement shall not be discriminated against due to race, color, religion, disability, veteran status, national origin, age, sex or any other status protected by applicable law. This policy of non-discrimination applies to both the Medical Center and Employees and Union. (The Union will not be deemed an employer for purposes of Article 10, nor by this Article is the Union deemed to have admitted liability for actions by the Medical Center or Employee. In addition, no Employee shall be discriminated against because of activity performed on behalf of the Union.)

If applicable non-discrimination law changes, the parties agree to meet and discuss the change(s).

ARTICLE 11
NO STRIKE OR LOCK-OUT

During the life of this Agreement, the Union shall not authorize a strike of any kind or any boycott, picketing, work stoppage, slow down, or any other type of organized interference, coercive or otherwise, with the Medical Center's business. During the life of this Agreement, the Medical Center shall not lock out the Employees because of a labor dispute with the Union.

ARTICLE 13
HOLIDAYS

[SEE PTO, STD & LTD COVERAGE, SCHEDULE B, ATTACHED]

[SEE FMLA POLICY, SCHEDULE C, ATTACHED]

FUNERAL LEAVE POLICY

Funeral Leave Policy will be administered in accordance with UC Health Funeral Leave Policy (ALL-HR-BENEFITS-013-02A).

Benefit eligible employees may take Funeral Leave for a death in the immediate family. Immediate family is defined as:

parent, foster-parent, parent-in-law, sister, brother, child, spouse, domestic partner, grandparent or grandchild.

Employees will be paid up to three (3) consecutive days of paid funeral leave within seven calendar days (including weekends), with one day being the funeral itself. The days will be paid at the employee's base rate of pay for the regularly scheduled work days lost. Based upon the business needs of the department, the manager may approve an employee's use of paid time off (PTO) time in addition to Funeral Leave to supplement the Funeral Leave time off.

PTO may be used for other relatives or immediate household or to supplement the funeral leave.

Leave extension. The supervisor may approve or deny extension requests based on the business needs of the department. If the request is approved, the associate must use accumulated PTO. If PTO is not available, the associate may apply for an unpaid personal leave. See Personal Leave of Absence Policy (011-01, effective 10/30/02).

ARTICLE 14
MILITARY SERVICE

Subject to existing Federal law governing reemployment rights of servicemen, any Employee who is drafted into the Military Service of the Federal Government of the United States shall not only retain his seniority rights previously earned, but his seniority rights shall continue to accumulate during such Military Service. Upon being honorably discharged or released from such Military Service, he shall, if physically fit, have the right to replace, if necessary, any Employee with less seniority who may be on his former job or any comparable operation which he is reasonably capable of performing, subject to making application for employment within the time as set forth in the Uniform Services Employment and Reemployment Rights Act (USERRA) or any subsequent Act covering Military Service which may be legislated during the term of this Agreement.

ARTICLE 15
PERSONAL/SICK DAYS

[SEE PTO, STD & LTD COVERAGE, SCHEDULE B, ATTACHED]

ARTICLE 16
JURY DUTY

Employees required to serve on a jury or required to serve as a witness when the matter relates to Medical Center employment, shall be excused with pay from any Medical Center duty when hours conflict with the hours actually spent in connection with such jury or witness service. In order to qualify under this provision, Employees must advise their supervisor promptly upon receipt of summons to serve on a jury or be a witness. Management will make every effort to reschedule second and third shift Employees to first shift for time served on a jury.

ARTICLE 17
RETIREMENT

University Hospital Medical Center will make contributions on the Employees' behalf to the International Union of Operating Engineers and Participating Employers Central Pension Fund at the following levels:

Year One	Year Two	Year Three
7.0%	7.0%	7.0%

Notwithstanding the foregoing, UCMC and the Union agree that UCMC will not make contributions to the Central Pension Fund with respect to any Employee who continues to participate in the Public Employees Retirement System of Ohio ("PERS") after 12:00 midnight, December 31, 1996.

ARTICLE 18

WAGES; CONTRIBUTION RATES; TRANSITION BENEFIT

A. Wage Rates and Increases for active Employees

1. Percent Increase applied to Wage Rate Chart

Effective Date	1/04/2015	1/03/2016	1/01/2017
Percent Increase Applied to Wage Rate Chart	2.5 %	1.5%	1.5%
Additional Percent Increase Applied to Basic Wage Rate for Employee Rated "Effective"--**		.5%**	
Additional Percent Increase Applied to Basic Wage Rate for Employee Rated "Exceptional"--**		.5%**	1%**

***Applies only to the Annual Performance Evaluation commencing in fall, 2015 and 2016 respectively. The .5% increases in the 2016 column are cumulative; meaning an employee who is rated Exceptional will receive a total merit based increase of 1% in addition to the 1.5% increase.*

	Wage Rates 1/4/2015 (2.5%)	**Wage Rates 1/3/2016 (1.5%)**	**Wage Rates 1/1/2017 (1.5%)**
Maintenance			
Electronic Specialist—Team Leader	28.86	29.29	29.73
Electronics Specialist	27.20	27.61	28.02
Emergency Bldg. Main. Coor.—Team Leader	29.79	30.24	30.69
Emergency Bldg. Main. Coor.	28.07	28.49	28.92
Controls Technician—Team Leader	28.86	29.29	29.73
Controls Technician	27.20	27.61	28.02
Trades			
Carpenter – Team Leader	27.20	27.61	28.02
Carpenter	25.65	26.03	26.42
Electrician—Team Leader	27.20	27.61	28.02
Electrician	25.65	26.03	26.42
Painter-Plasterer – Team Leader	27.20	27.61	28.02

Painter-Plasterer	25.65	26.03	26.42
Plumber-Pipefitter – Team Leader	27.20	27.61	28.02
Plumber-Pipefitter	25.65	26.03	26.42
HVAC Tech – Team Leader	27.20	27.61	28.02
HVAC Tech	25.65	26.03	26.42
General Maintenance Repair—Team Leader	27.20	27.61	28.02
General Maintenance Repair	25.65	26.03	26.42
Building Trades Helper	16.12	16.36	16.61

B. Medical Benefit Contributions

1. Employees hired before 1/1/97

   The rates for the Medical Benefits Plan shall establish annually as follows:

Single	Same as rate for all other Employees
Double	90% of the rate for all other Employees
Family	90% of the rate for all other Employees

2. All other benefits (i.e., vision, dental, life) in the Medical Center plan may be amended for contributions

3. For those Employees hired after 1/1/97, participation in the Medical Center benefit plan shall be at the contribution levels for other Medical Center Employees.

C. Beginning in 2015, the Annual Performance Review of each Employee will be completed between October 1 and December 31.

D. All wage increases will be applied to the Employee's basic hourly rate of pay at the time the increase takes effect.

ARTICLE 19
HEALTH AND WELFARE

A. UCMC will provide the following benefits to employees, as outlined in the summary plan descriptions and benefit summaries for each benefit listed and incorporated herein by reference:

A. Medical Plan
B. Dental Plan
C. Life and AD&D Insurance
D. Flexible Spending Accounts
E. Paid Time Off (PTO)
F. Short-Term Disability (STD)
G. Long-Term Disability (LTD)

UCMC will make every effort to maintain the current level of coverage. UCMC reserves the right to change its benefit plans. The plan benefits provided under this Agreement shall not be less than those provided under plan benefits to any other active UC Health employee. UCMC will give the Union advance notice and opportunity for discussion and input prior to annual changes or changes at other times. By October 31 of each year of this Agreement, UCMC will communicate in writing to the Union the anticipated changes that will go into effect on the following January 1. UCMC agrees to meet with the Union and explain and discuss the anticipated changes before January 1.

ARTICLE 20
TUITION ASSISTANCE

The Union and the UCMC are committed to enhancing the skills of bargaining unit members to the greatest extent possible. To further this commitment, the parties agree as follows:

A. The UCMC will reimburse Employees for the cost of pre-approved work-related training or certification upon successful completion of the course work with a passing grade. Training or certification must be related to bargaining unit positions at the UCMC.

B. The UCMC will pay for training that is mandated.

C. Employees will be eligible for tuition assistance as outlined in the Tuition Assistance Policy 007-04.

ARTICLE 21
SAVINGS CLAUSE

If any Article or Section of the Agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement and Addenda shall not be affected thereby, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22
HEALTH AND SAFETY

A. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its Employees. Management at the Medical Center must correct unsafe conditions promptly and see that all safety rules and good working methods are used by all Employees. It is the duty of all Employees to use the safety equipment provided by their supervisor and to follow all the safety regulations and infection control rules and working methods recommended for their safety and the safety of patients.

B. In the event of an on-the-job injury, the Medical Center and Employee will follow established Medical Center procedures relating to occupational injury and complete necessary forms and reports.

C. The Medical Center shall be responsible for keeping all vehicles utilized by Employees in safe operating condition. Employees shall notify supervision of any safety defects on UCMC vehicles.

ARTICLE 23
LAYOFF AND RECALL

An Employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the Employee or group of Employees. In such cases, affected Employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoffs) and recall of union Employees, seniority and qualifications shall prevail as follows:

A. For reduction in force within the bargaining unit, Employees having the lowest seniority within the classification identified for reduction will be laid off.

B. When Employees are subject to a reduction in force, UCMC shall have the right to prioritize the layoff by classification. When a classification is selected by UCMC for layoff, the next two (2) selections must be from different classifications before the first classification can be selected again.

C. For the purpose of layoff and determining seniority within the classification, Employees holding the classification of team leader shall earn an accumulated seniority within their respective trade. Employees shall not accumulate seniority as a team leader but shall be laid off or accumulate as if a member of a trade journeyman classification.

D. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fire, utility failures, acts of God, or other causes beyond UCMC's control.

E. Notice of recall to an Employee shall be made by certified mail to the last known address of such Employee. A copy shall be forwarded to the Union. If the notice is undeliverable, the Medical Center obligation shall be considered to be fulfilled. The recalled Employee must notify the Medical Center within two (2) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be determined by the Medical Center. Failure to return from layoff shall subject the Employee to termination of service. In the event that an Employee is unable to return to work due to illness or injury certified by a physician, that Employee shall so notify the Medical Center within two (2) working days of the date of receipt of the notice and shall provide the Medical Center with a physician's certification upon request. Failure to notify the Medical Center and/or to provide a physician's certification upon request shall subject the Employee to termination.

F. The obligation to recall an Employee shall cease after eighteen (18) months of layoff.

G. The recall of Employees laid off shall be in reverse order of layoff except that Employees in their evaluation period shall have no right to recall.

H. Seniority shall mean the length of time measured in continuous years, months, and days of service an Employee has within classifications covered by this agreement.

I. The Medical Center reserves the right to abolish or freeze positions as it deems necessary.

J. Bargaining unit employees who are subject to layoff in accordance with this article shall have the ability to bump into a classification they previously held provided they have sufficient seniority, which is greater than the Employee they seek to bump, and have the necessary skills for the position.

K. The parties agree to jointly compile an initial seniority list of all bargaining unit members once per contract. On a quarterly basis, the Medical Center will provide the Union with a complete listing of all members including name, address, hire date, position, transfer dates within the last quarter, and termination date.

L. In the case of a layoff under Article 23, senior bargaining unit employees may displace General Maintenance Repair employees, if qualified for GMR as determined by the Medical Center. Employees who displace General Maintenance Repair employees will be compensated at the General Maintenance classification rate of pay. The displaced General Maintenance Repair employees may displace less senior trade employees, if qualified, or be subject to layoff in accordance with Article 23 of the Agreement.

The Medical Center and Union reserves and retains its rights as set forth in the collective bargaining agreement.

ARTICLE 24
CONTRACTING OF WORK

The Medical Center has the right to contract for matters relating to its operation. UCMC agrees that it will not lay off Employees (who have completed their evaluation periods and have regular employment status) for the sole purpose of taking the work from those Employees and subcontracting that work to third party independent contractors outside of the Medical Center. This Article shall not apply to consolidation of services, construction, or incidental short-term filling of needs.

ARTICLE 25
UNIFORMS

The Medical Center shall provide each member of the bargaining unit with seven (7) sets of new uniforms each year. Uniforms must be neat in appearance and may not be worn other than during work time. If a uniform is damaged due to non-job related activities, the Employee will pay for replacing the uniform.

The Medical Center will pay up to $150 toward the cost of a pair of safety shoes as their replacement becomes necessary. The shoes must meet ANSI I-75/C-75 standards for safety shoes. Shoes must be purchased from a vendor who accepts a UHI purchase order form.

During the life of the Agreement the Medical Center will supply one (1) service coat up to a maximum value of $150 to those whose work requires them to work outside.

ARTICLE 26
DURATION

This Agreement shall be in full force and effect from 12:01 a.m. January 1, 2015 to 12:00 midnight December 31, 2017, and shall continue from year to year thereafter unless written notice of a desire to modify is given by either party upon the other sixty (60) days prior to the date of expiration.

ARTICLE 27
TRANSFERS

The Medical Center shall have no authority to transfer UCMC Employees covered by this Agreement to other UC Health hospitals on a temporary or permanent basis, without the consent of the affected Employee and the Union.

ARTICLE 28
FILLING OF VACANCIES

A. The following language on promotion and the filling of vacant positions is the sole source of rights and obligations of the parties to this contract in these matters.

B. Vacancies in any positions above the lowest classification shall be filled as practicable by the promotion of present Employees. Such vacancies shall be posted in appropriate locations for a period of seven (7) calendar days. A copy of the posting shall be given to the Union.

C. Initial applications for promotional opportunities will be accepted only from those qualified Employees holding the next lower classification within the established job ladder within the bargaining unit. Where no internally qualified promotional applicants are available, external recruiting and hiring procedures shall prevail; only non-bargaining unit candidates or external candidates can apply for vacancies posted to the open list.

D. Promotions of Employees will be based on competitive examination, past work performance, attendance, experience and qualifications. The selection shall be made from the three (3) most senior qualified candidates.

E. An Employee who is promoted within the bargaining unit will be required to complete a 90 day evaluation period. Employees may be returned to their former classification for unsuccessful completion of the evaluation period by their manager or, employees may elect to return during the first 30 days of this period. Employees so returning will be placed in their former classification within the bargaining unit if a vacancy in the former classification exists. If no vacancy exists the Employee will displace the least senior Employee in the former classification and shall receive the salary level (rate of pay) previously received in the former classification.

F. An Employee who is promoted from outside the bargaining unit to a classification within the bargaining unit and then fails the evaluation period, will have no further rights in the bargaining unit.

G. Selection of shift assignment, when a vacancy occurs, will be by qualifications and classification seniority.

ARTICLE 29
MISCELLANEOUS

A. DISPLACED STAFF

Displaced staff hired effective 1/1/97 at UCMC will be paid at the same base rate of pay plus longevity as they received when laid off from U.C., including any negotiated increase. UCMC will recognize total years of U.C. service since the most recent hire date for the purposes of union and contract seniority and PTO accrual rates. The displaced staff would not receive the PERS option, tuition remission or any other transition benefits, except as set forth herein.

ARTICLE 30
EMPLOYEE PARKING

UCMC will provide free parking to bargaining unit employees during the term of this Agreement. If a bargaining unit employee shows that the employee was late to work for no reason other than the employee was unable to locate a free parking spot at the Medical Center, the employee will not be disciplined under the Time and Attendance Policy for that incident.

ARTICLE 31
LABOR MANAGEMENT COMMITTEE

The Medical Center and the Union establish a Labor Management Committee ("LMC"), the overall purpose of which is to enhance cooperative and collaborative labor-management relations. The LMC will meet at least once a month or on a different schedule if mutually agreed upon. The LMC will develop its own organizational items and procedures, including an agenda process for each meeting so that topics may be addressed with prior understanding of what topics will be covered in LMC meetings. The LMC is not authorized to re-negotiate the terms of this collective bargaining agreement. LMC participants will consist of six (6) members, including three (3) Medical Center representatives and three (3) Union representatives, as designated by the respective parties. A training program focused on effective committee work will be provided by UCMC for LMC participants at no cost to them.

UCMC and the Union reserve and retain their rights as set forth in this collective bargaining agreement.

SCHEDULE A

Team Leader – Each classification job ladder will include Team Leader as lead position

Carpenter – Team Leader

Carpenter

Controls Technician – Team Leader

Controls Technician

Electrician--Team Leader

Electrician

Electronics Specialist--Team Leader

Electronics Specialist

Emergency Building Maintenance Coordinator –Team Leader

Emergency Building Maintenance Coordinator

Painter-Plasterer--Team Leader

Painter-Plaster

Plumber – Pipefitter-- Team Leader

Plumber-Pipefitter

HVAC Technician – Team Leader

HVAC Tech

General Maintenance Repair – Team Leader

General Maintenance Repair

Building Trades Helper

SCHEDULE B

PTO, STD & LTD COVERAGE

GENERAL POLICY STATEMENT

UCMC recognizes the need for employees to have reasonable amounts of time away from work for personal business, personal illnesses or accidents, family illnesses, holidays and for vacations. To pay for time away from work, eligible employees are credited with paid time off (PTO) each pay period. Employees will use credited PTO consistent with management's obligation to meet Medical Center needs.

PROCESS

A. ELIGIBILITY

1. All full-time and part-time employees scheduled to work at least 20 hours a week are eligible for PTO. All benefits eligible bargaining unit members may immediately use accrued PTO hours to cover time off for UC Health designated holidays when the time off is taken on the actual designated holiday. However, for all other time away from work, bargaining unit members may begin using PTO credits following completion of 90 days of service.

   Part-time employees who are scheduled to work less than 20 hours a week and temporary employees are not eligible for PTO.

2. An employee who is not eligible for PTO and later becomes eligible, begins to be credited with PTO during the first full payroll period following the date of the change. Time worked while ineligible for PTO will count toward the waiting period for PTO benefits as defined above.

B. PTO CREDITS

1. Amount credited:

   a. The amount of PTO varies with length of service and the number of hours which the employee is paid each pay period. PTO hours are credited during the initial work period and while the employee remains in paid status. PTO hours are not credited during any unpaid leave of absence. The maximum allowable number of paid hours for purposes of computing PTO credits is 80 hours each pay period.

   b. The following schedule lists the annual PTO credits for a full-time employee. To compute the PTO credits for part-time employees, multiply the annual PTO credit by the FTE factor for that part-time employee. For example, a full-time employee who is scheduled to work 40 hours a week and has one year of service is credited with up to 176 PTO hours annually. A part-time employee who is scheduled to work 30 hours a week (.75 FTE) will be credited with up to 132 hours (176 X .75).

Annual PTO Credits by Years of Service				
	1 Year	5 Years	10 Years	15 Years
Non-Exempt Level				

	176	216	216	256

c. The amount of PTO which is credited each pay period is the product of the PTO factor (see schedule below), times hours paid each pay period. For example, if an employee works 60 hours a pay period, he/she will be credited with 5.08 PTO hours that pay period (60 X .0846 = 5.08). Over a period of one year, this employee will be credited with a total of 132 hours.

Annual Credit	PTO Factor
176 hours	.0846
216 hours	.1039
256 hours	.1231

2. Maximum credits:

An employee may be credited with PTO hours up to the maximum as outlined below. Once an employee reaches this maximum, no additional PTO hours will be credited until the amount drops below the maximum.

Annual Credit	Maximum
176	376
216	456
256	536

The maximum annual credit is the same for all employees, regardless of full-time or part-time status.

3. Additional PTO credits based on length of service:

Depending upon job classification, employees become eligible for additional PTO credits at the beginning of their fifth, tenth, or fifteenth year of service. PTO hours will begin to be credited at a higher rate (using a higher factor) starting on the first full payroll period following the completion of four, nine, or fourteen years of service. In this manner, appropriate amounts of PTO will have been credited by the completion of the fifth, tenth, or fifteenth years of service. Example: An employee whose hire date is January 1, 2002, will begin to be credited PTO at the higher factor beginning on the first full pay period following January 1, 2006.

4. Change in PTO factor and credits as a result of a change in scheduled hours:

When an employee reduces scheduled hours to below 20 hours a week, he or she will be paid for unused PTO hours.

5. PTO Grandfathering

An employee's accrual level before 1/1/97 may have included more hours for holidays, personal time, and/or vacation than the UC Health PTO factors. It is the intention of UCMC to standardize the time provided to employees for all of these occurrences with the new PTO program. However, the Medical Center is allowing an exception for the vacation component of previous programs (up to four (4) weeks) only. If an employee's

pre-1/1/97 accrual included three (3) weeks of vacation but the UC Health PTO accrual includes only two (2) weeks, the 1/1/97 PTO accrual will be adjusted to reflect three (3) weeks of vacation in the factor. The adjusted accrual factor will continue to be used, until over time, the employee's accrual falls in line with the UC Health PTO accrual schedule.

C. UNPAID TIME OFF

An employee must use credited PTO for scheduled and unscheduled time off. Unpaid time off may be taken only if initiated or approved by management.

D. DESIGNATED HOLIDAYS

UCMC designates seven holidays: New Year's Day; Martin Luther King, Jr., Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas. All holidays are included in the PTO factor. An employee who works on a designated holiday will receive pay at one and one-half times his/her regular base rate for time worked. An employee who clocks in prior to 11 p.m. on a designated holiday but works a majority of his/her shift after 11 p.m., will be eligible for premium pay for all hours worked. Example: An employee scheduled to work 7 p.m. to 7 a.m. (11 and ½ hours worked with ½ hour for dinner) will receive premium pay on the 11 and ½ hours worked.

Premium pay begins at midnight on the eve of each designated premium pay holiday and continues through 11:59 p.m. of the designated holiday. An associate who clocks in prior to midnight on the eve of a calendar holiday, but works at least four hours or 50% of his/her shift after midnight, will be eligible for holiday premium for all hours worked.

1. Example: Premium will be paid on the third shift of July 3, and the first and second shifts of July 4. Premium will not be paid on the third shift of July 4.

   A. Example: An associate scheduled to work 7 p.m. to 7 a.m. (11 and ½ hours worked with ½ hour for dinner) will receive premium pay on the 11 and ½ hours worked. This associate will be paid holiday premium pay if the shift began on the eve of the calendar holiday or on the calendar holiday.

2. Holiday premiums are paid on the calendar holiday only. Occasionally, calendar holidays occur on weekend days. When this happens, any associate scheduled to work on the Friday before a Saturday calendar holiday or on the Monday following a Sunday calendar holiday will be paid regular base pay for these days. Holiday premiums will not be paid for these days.

Associates who are normally scheduled to work the day of the calendar holiday but will be off due to reduced volume or department closure will be paid available PTO hours. PTO taken on the calendar holiday will count as time worked for overtime calculations in a workweek. Associates who are not normally scheduled to work the day of the calendar holiday because it is a routinely scheduled day off will not be paid PTO for that day.

1. Example 1: A full-time associate is regularly scheduled to work Tuesday through Saturday. This associate is not scheduled to work Thanksgiving Day because she has already worked her assigned calendar holidays this year. This associate would be paid 32 regular hours worked and 8 PTO hours.

2. Example 2: This same full-time associate would not be paid PTO for Monday calendar holidays such as Memorial Day or Labor Day since Monday is a routinely scheduled day off. He/she would be paid 40 hours for time worked Tuesday through Saturday. The PTO hours accrued for use on calendar holidays would be available to be used at a later date.

3. Example 3: A part-time associate is regularly scheduled to work 24 hours a week: Monday through Wednesday. During Labor Day week, this associate is off Monday because she has already worked her assigned calendar holidays for the year and works her regularly scheduled shifts on Tuesday and Wednesday. She picks up an additional shift on Thursday, as requested by her manager. This associate would be paid 8 PTO hours for Monday and 24 hours for time worked Tuesday through Thursday.

E. PTO TO COVER ILLNESS

1. An employee must use credited PTO for the first five (5) days (maximum of scheduled hours per week) of any personal illness. Thereafter, an employee will first use sick hours carried forward from a previous benefit program, then receive the maximum allowable percentage of short-term disability. Once these benefits are exhausted, the employee must use credited PTO to cover the remaining absence period.

   A manager may require an employee to present a written statement from his/her personal physician to substantiate the nature and length of absence. Consultation between the employee medical services physician and employee's physician may also be required.

2. An employee must use credited PTO before taking an unpaid leave, for an approved family medical leave, or for any other type of an approved leave of absence.

3. Short-Term Disability Plan

   Regular employees who are scheduled to work at least 20 hours per week and have 90 days of service are eligible to participate in the Short-Term Disability (STD) Plan. The STD Plan allows employees to receive a percentage of their pay while off work due to personal illness. Depending on years of service, up to 25 weeks of STD pay is provided by the Medical Center for each incident of illness experienced.

   When an employee takes time off work because of a personal illness, the first 40 hours of that illness or disability fall under the PTO program. Therefore, an employee is required to use her accumulated PTO during the first 40 hours of any illness or disability. (If the employee has no PTO saved, she will be unpaid for that 40-hour period.)

   An employee is eligible for STD payments after that initial 40-hour period. If she is regularly scheduled to work fewer than 40 hours each week, however, the 40-hour requirement will be prorated. This 40-hour requirement applies for each absence for personal illness before STD payments begin.

   The chart below shows how years of service determine the maximum weeks of STD payments.

STD payments are subject to regular income taxes and Social Security taxes, as well as any deductions that typically apply (such as employee contributions for cost of coverage under the Medical Plan). PTO Hours will continue to be accrued while receiving STD payments.

Any remaining sick time that was accrued under a former plan as of December 31, 1996 will be transferred into a sick bank for access and use before the employee goes onto STD—up to 25 weeks for each illness. In this case, PTO time (up to 40 hours) would be used first; sick time under the pre-1997 plan would be used next; the STD Plan would start last. Hours in the sick bank are available for personal illness only. These Sick hours will not be lost and will be available until they are depleted. Because sick time is factored into PTO accrual, this sick bank will not grow.

For this many years* of continuous service when disability begins. . .	The employee is eligible for this many weeks of STD pay. . .
At least 91 days but less than 1 year	6 weeks at 60% of base pay
At least 1 year but less than 5 years	6 weeks at 80% of base pay *then* 6 weeks at 60% of base pay
5 or more years	13 weeks at 80% of base pay *then* 12 weeks at 60% of base pay

***Note**: The most recent date of hire is used to determine years of service.

4. Long-Term Disability Plan

LTD is only available for full-time employees (i.e. .8 FTE and above) after one year of service. Service is determined from the most recent date of hire.

The LTD Plan pays a percentage of an employee's base pay if she qualifies for benefits under the plan due to accident or illness. The length of LTD payments vary, depending on work status and disability status. Details are provided in separate materials an employee will receive during enrollment.

Under the LTD Plan, an employee is considered disabled if she is unable to perform the functions of her job. After she has been disabled for at least 180 consecutive days, she may be eligible for an LTD benefit.

The LTD Plan pays 60% of the base rate of pay an employee was receiving at the time she became disabled. Base pay does not include overtime, shift differential, and other special pay. Regular income taxes and Social Security taxes apply to LTD payments. Those taxes are deducted after her LTD benefit is determined.

If an employee receives Social Security Disability, workers' compensation, or retirement benefits during her disability, her LTD payment will be offset by those payments.

PTO hours cannot be used to supplement LTD payments.

F. PROCEDURES FOR PTO PAYMENT

1. The employee may take PTO in any increments up to a daily maximum amount of the employee's scheduled work hours for that day. Example: If an employee is scheduled to work 8.0 hours a day, he/she may take up to 8.0 hours of PTO for that day. Rate of pay for PTO: Pay for PTO is calculated at the employee's current base rate of pay excluding any premium payment such as shift differential, overtime or on-call pay.

2. Associates may not schedule and take PTO to extend active employment beyond their last day worked.

3. Advance PTO payment: Payment for PTO is made on the employee's regular pay-day. Employees who are scheduled to take PTO for a minimum of one full week may request pay for that absence to be included with the last paycheck prior to taking the time off. The employee's manager must request the advance PTO pay by attaching a memo to the time and attendance report and sending it to the payroll department no later than 5 p.m. on the Thursday prior to the Monday regular payroll processing. This memo must clearly indicate the dates that the employee will be off.

4. Tardiness: Tardiness in unscheduled time off. PTO may not be used for tardiness.

5. PTO to supplement short-term disability: Employees may elect to supplement short-term disability payments with available PTO hours. The employee's manager will indicate the request on the time and attendance report submitted to the payroll department. The combination of short-term disability pay and PTO pay may not exceed 100 percent of the employee's base rate of pay.

6. Disposition of PTO credits at termination of employment: Employees will be paid for unused PTO hours upon termination.

G. SCHEDULING PTO

1. Scheduled PTO

   a. Management determines who will be scheduled to work and when and whether an employee will be paid or unpaid for an absence. As a guideline, in order for an absence to be defined as scheduled PTO, the employee must request time off of up to one week, at least 72 hours in advance of the absence; for time off of a week or more, the employee must give at least one week's notice. Managers may require that employees give more notice consistent with special department needs. If management requests that employees take PTO, the 72-hour notice requirement may be waived.

   b. The total PTO absence that may be scheduled to be taken on any one occasion is four consecutive weeks.

   c. At the beginning of each calendar year, the department manager will usually request each employee to schedule major segments of one or more weeks of PTO (traditionally vacation). To the extent possible, based on Medical Center needs, managers will try to honor an employee's personal preference, generally considering the employee's total length of service in order to prioritize multiple requests for the same period of time off.

d. An employee should have sufficient PTO credits to cover the requested time off in order to receive any priority in scheduling major PTO absences of one or more weeks. If the employee does not have enough PTO credits by the starting date of the requested time off, the absence not covered by PTO could be granted to another employee who requests the same time off.

e. Managers should encourage employees who are approaching their credit maximum to schedule PTO consistent with the needs of the business.

2. Unscheduled PTO

If an employee gives less than the notice required, the PTO will be recorded as unscheduled. Generally this happens in unusual personal situations which cannot be predicted such as illness or accident. A manager may refuse payment of PTO when it is unscheduled and the reason given is unacceptable to management. Unscheduled absences may subject an employee to disciplinary action.

Your General Information

Work/Life Events

By federal law, you cannot change your benefits elections mid-year unless you have a recognized work/life event. Recognized work/life events are:

- You get married or divorced, are legally separated or have your marriage annulled.
- Your spouse or dependent dies.
- You have a baby or adopt a child or become a legal guardian of a child.
- Your legally married spouse's employment status changes. This includes the start or end of employment, a change in hours, a strike or lockout, a change in worksite locations, and commencement or return from an unpaid leave of absence.
- You change from a benefits ineligible status to a benefits eligible status, or vice versa.
- Your dependent becomes ineligible (reaches maximum age; no longer a full-time student; or marries).
- A change in your residence or the residence of your spouse or dependent that affects eligibility for coverage. This applies to members relocating at least 50 miles outside the service location area.
- A significant reduction or improvement of coverage or a significant change in cost of the plan.
- Different benefit enrollment periods for you and your spouse. Application for changes to UC Health benefits must occur during the same time as your spouse's benefit enrollment period.
- A change covered by the Family and Medical Leave Act
- A change with respect to a judgment, decree or court order
- A change in your dependent's eligibility for Medicare or Medicaid

A work/life event involving a domestic partner is not currently recognized under federal law. Changes based on a work/life event must be consistent with the event. For example, if you have medical coverage at the single level and you get married, you could change to double or family coverage. That's because the change in benefits agrees with your work/life event.

If you have a recognized work/life event and want to change your benefits elections during the year, contact your Human Resources Department immediately. The change in election must occur

within 30 days after the event in order to be valid. Otherwise, you will be able to make changes during the annual enrollment period, which is scheduled in the fall of each year.

Enrollment Deadlines

In compliance with federal regulations, new associates are given a maximum of 30 days to apply for benefits. An application for coverage must be in writing on a form that the UC Health provides for this purpose. Benefits are effective the first of the month coincident with, or first following, one full month of eligible employment.

The preceding information is intended to provide a helpful overview that you can use in making your benefit choices. The information does not provide a detailed description of each plan. Please read the benefit enrollment material carefully. If there is a discrepancy between this information and the official plan documents, the official documents govern.

UCMC reserves the right to change its benefit plans. The plan benefits provided under this Agreement shall not be less than those provided under plan benefits to any other active UC Health employee. UCMC will give the Union advance notice and opportunity for discussion and input prior to annual changes or changes at other times. By October 31 of each year of this Agreement, UCMC will communicate in writing to the Union the anticipated changes that will go into effect on the following January 1. UCMC agrees to meet with the Union and explain and discuss the anticipated changes before January 1.

SCHEDULE C

FAMILY AND MEDICAL LEAVE POLICY

For the duration of this Agreement, the parties agree that the provisions of the Medical Center's Family & Medical Leave Act Leave of Absence Policy 010-05 dated 11-05-2012, and the Medical Center's Modified Return To Work Policy 004-04 dated 05-02-2011 or the most recent version of these policies, shall serve as the agreed upon conditions by which FMLA and modified return to work will be applicable to this bargaining unit.

MEMORANDUM OF UNDERSTANDING

ARTICLE 13, FUNERAL LEAVE POLICY

TO: Terry Ware, Sr.

FROM: Clarence Pauley

This Memorandum dated as of January 1, 2009 relates to Article 13, Funeral Leave, and the definition of "immediate family" in that Article. In applying that definition, the Hospital agrees to give due consideration on a case-by-case basis to other family relationships of the employee (not specifically listed in Article 13) in deciding whether to grant funeral leave involving those other family relationships.

FOR THE UNION

Terry Ware, Sr.

FOR THE HOSPITAL

Clarence Pauley

2235938.1

Memorandum of Understanding B: Third-Party Management Agreement

If UCMC were to exercise its management right to enter into a management agreement with a third-party to manage work performed by IUOE, UCMC would so notify the Union and engage in effects bargaining over any mandatory subjects.

Memorandum of Understanding C: General Maintenance Repair

Thirty (30) calendar days prior to implementation of the GMR Classification, UCMC and the Union agree to meet and discuss GMR.

Signature Page

FOR UNIVERSITY OF CINCINNATI MEDICAL CENTER

Clarence A. Pauley III, CLRP
Sr. Vice President & CHRO

David Peck, Associate General Counsel
UC Health

Dave Capal, Division Director

Mark Slye, Director, Plant Operations

Michael Webster, Manager, Labor Relations

Wilma White, Executive Secretary

FOR INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20

Rick Gerrein, Business Manager

Michael Ross, Technician – Controls
Chief Steward

Dan Lee, Electrician
Steward

Darryl Whitehead, Carpenter
Steward

Signature Page

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