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AGREEMENT

between

Riverside Osteopathic Hospital

and

The International Union of Operating Engineers,

Local 547 - A, B, C, E, H - AFL - CIO

September 21, 1994 - September 20, 1997

Riverside Osteopathic Hospital

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between **Riverside Osteopathic Hospital** (hereinafter referred to as the "Hospital") and the **International Union of Operating Engineers, Local 547 - A, B, C, E & H - AFL-CIO** (hereinafter referred to as the "Union").

ARTICLE I Recognition

Section 1 The Hospital agrees to recognize the Union as the exclusive Bargaining Agent for its employees (as described in Section 2 hereof) with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2 The term "employees" whenever used in this Agreement and for the purposes of this Agreement shall include the employees in the Maintenance Department performing work in the following classifications: all job classifications set forth in Appendix A, but excluding Parking Lot Attendants, Porters, Wall Washers, Rubbish Collectors.

ARTICLE II Representation

Section 1 All present employees covered by this Agreement, who are Members of the Union on the effective date of this Agreement shall, as a condition of employment, remain Members in good standing of the Union. All employees who are hired thereafter and who are covered by this Agreement shall, as a condition of employment, become and remain Members in good standing of the Union on and after the 90 calendar day following the beginning of their employment.

Section 2 - Check-Off Dues During the life of this Agreement, the Hospital shall deduct monthly dues and initiation fees as dues levied by the Local Union from the pay of each employee who executes and delivers to the Hospital the authorization for check-off of dues card in the form agreed to by the Hospital and the Union.

As an alternative to the provisions of Section 1, an employee with established religious convictions against joining or financially assisting Unions shall contribute a sum equal to initiation fees and regular monthly dues to one of these non-religious charitable funds. The three (3) non-religious charitable funds shall be the Michigan Chapters of the United

Foundation, Cancer Foundation, or the Muscular Dystrophy Fund. The Hospital shall verify to the Union quarterly that said fees have been paid.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

Section 3 - Access of Business Agent The Business Agent shall, with the approval of the Hospital, have access to the premises at reasonable times for the purpose of discussion of Union business with employees in the Unit.

Section 4 - Steward For purposes of the Grievance Procedure, as hereinafter set forth, the employees shall be represented by a Steward, to be selected in accordance with the manner determined by the employees and the Union. The Steward only shall be compensated for time spent in investigating Grievances and in adjusting Grievances in Meetings with Representatives of the Hospital, but not for time spent in Arbitration Hearings. The privilege is extended to the Steward with the understanding that the time will be devoted to the prompt handling of legitimate Grievances and will not be abused, and that such employee will continue to work at his assigned job except when he leaves his work to investigate or adjust Grievances. Such time spent shall not be counted as hours worked for the purpose of computing overtime compensation. Prior to leaving work for such purpose, the supervisor of the Steward shall be notified and his permission to leave work obtained, which permission shall not be unreasonably withheld. If the privilege extended herein is abused, the Hospital shall inform the Steward of the fact and if the abuse is not corrected, the privilege will be revoked as to any such Steward abusing the privilege. The Steward shall enter and remain in the Hospital only on his regularly assigned shift, unless permission to enter or remain at other times is granted by the Human Resources Department. The Union will notify the Hospital in writing of the name of the duly elected Steward and in the event of change, will notify the Hospital when such occurs.

Section 5 - Steward Seniority Preference During his term of office, the Steward shall work on the day shift and shall head the seniority list for purposes of lay-off and recall only. Upon termination of his term of office, he shall be returned to his regular seniority standing.

ARTICLE III Management Rights

Section 1 - Rights The management of the Hospital has the sole and exclusive right to manage the Hospital and the work force, with the right to hire, suspend,

discipline, discharge, promote, demote, assign, transfer, lay off, recall and relieve employees from duty and to maintain discipline and efficiency among employees, to decide the number of employees, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures and means of providing services to patients. Management has the right to introduce new or improved working methods or facilities.

Section 2 - Limitations Nothing in the above section is intended to limit any other rights of the Hospital not specifically and expressly covered; provided that in the exercise of any of the above rights, the Hospital shall not violate any provision of this Agreement.

Section 3 - Sub-Contracting The right of contracting or subcontracting is vested in the Hospital. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its Members for belonging to the Union. The Hospital's right to contract and subcontract shall not be used for the purpose of eliminating any job classifications contained in Appendix A or any job classifications which may be added thereto. **When the Hospital hires outside contractors to perform work in the Hospital, said work shall be inspected by the appropriate Maintenance specialist employee prior to the contractor being released from their obligation.**

Section 4 - No Strike, No Lockout

- (a) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike, slowdown or other interference with normal operations of the Hospital, whether complete or partial, and shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work, or interference of any sort whatsoever with any of the normal operations of the Hospital or in any conduct which causes or results in such interference. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The Grievance Procedure, as defined and set forth in this Agreement, shall be the sole remedy available to the employees or the Union.
- (b) The Union agrees that neither it, nor any of its Representatives, shall either directly or indirectly, authorize, permit, assist, encourage, condone, defend, or in any way participate in or lend support to any conduct prohibited by Section 5(a) of this Article; and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.
- (c) The Hospital agrees that it will not lock out its employees.

Section 5 - Non-Discrimination The Hospital and the Union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate for any reason against any person or persons because of sex, race, religion, national origin, ancestry, color, age, political beliefs or union membership.

ARTICLE IV **Employee Definitions**

Section 1 - Full-Time Employees Employees who are regularly scheduled to work eighty (80) hours per two-week pay period shall be considered as full-time employees. A full-time employee shall be entitled to the wages and benefits under this Agreement, except where otherwise indicated.

Section 2 - Part-Time Employees Employees who are regularly scheduled to work less than eighty (80) hours per two-week pay period shall be classified as part-time employees. Part-time employees shall be entitled to the wages and benefits under this Agreement which are specifically provided to such part-time employees by provisions of this Agreement. Part-time employees shall not be used to reduce the number of full-time employees and/or positions currently recognized by the parties, nor shall part-time employees be utilized to avoid overtime assignments for full-time employees. Part-time positions shall be posted as available positions within the Hospital before notice is made outside the Hospital.

Section 3 - Temporary Employees An employee (either full-time or part-time) who is hired to work for a specific period, not to exceed ninety (90) calendar days, shall be considered a temporary employee. Employees hired as temporary employees shall be informed at the time of their hire they are a temporary employee and the approximate period of employment. Temporary employees shall be utilized to fill in for the absences of full-time or part-time employees or for special projects that cannot be completed by the full-time and part-time employees because of time restraints.

Section 4 - Contingent A contingent employee is a person who works on an irregular basis at the Hospital's convenience to replace full-time or part-time employees on leaves of absence or vacation. A contingent employee shall not be covered by the provisions of this Agreement except that they shall be paid at the minimum rate for their classification. Contingent employees are not on posted work schedules.

Section 5 - New Hire Probationary Employees A new employee shall be considered a probationary employee for the first ninety (90) calendar days of his employment. If the

Hospital wishes to extend that period in the case of any employee whose performance has been partially, but not fully, satisfactory to it during such ninety (90) calendar days, it may do so for an additional period not to exceed thirty (30) calendar days. In that event, the Hospital shall notify the employee in writing accordingly and inform him therein of the reasons for such extension; and the employee's probationary period shall not be considered to have been completed until the expiration of the extended period.

Section 6 - New Classification Probationary Period An employee changing classification shall be in a probationary period for thirty (30) calendar days. The purpose of such probationary period is to establish the employee's qualifications for the new classification. An employee failing to qualify for such position during this period shall be permitted to return to his former position during this period.

ARTICLE V Seniority

Section 1 - Acquiring Seniority An employee shall acquire seniority upon completion of his probationary period and his name shall be placed upon the appropriate seniority list in the job classification in which he is then working and with his seniority date, which shall be his date of last hire or the date in which he transferred into the bargaining unit. Full-time and part-time employees shall be on separate seniority lists. All full-time and part-time employees shall be given credit for all service at the Hospital regardless of classification for benefit levels only.

Section 2 - New Hired Probationary Employees Upon completion of their probationary period, the names of full-time and part-time employees shall be added to the appropriate seniority list, with their seniority to date from their first day of work as a probationary employee. In case two (2) or more employees start to work on the same day, their seniority shall be governed alphabetically according to the last name under which they were originally hired. During the probationary period, it shall be the right of the Hospital to lay-off or discharge such employees with or without cause.

Section 3 - Loss of Seniority Any employee shall lose his seniority and his right to continue on the seniority list if:

- (a) He quits.
- (b) He is discharged and not reinstated.
- (c) He is absent for three (3) consecutive working days without properly notifying his supervisor. Such employee shall be reinstated only if he

furnishes a reason satisfactory to the Hospital for his failure to notify the supervisor, either personally or by a direct telephone conversation.

- (d) He fails to return to work within three (3) consecutive working days after being notified to report to work. Such employee shall be reinstated if he furnishes a reason satisfactory to the Hospital for not returning to work and for not notifying his supervisor, either personally or by direct telephone conversation.
- (e) He is laid off for more than one (1) consecutive year. This period may be extended for an additional period of one (1) year, provided that within fifteen (15) calendar days prior to the end of the one (1) year period, the employee informs the Hospital by registered mail of his desire to remain on the seniority list.
- (f) He makes a false statement which is material on his application for employment or on his application for Leave of Absence.
- (g) He fails to report for work upon termination of any Leaves of Absence. Such employee shall be reinstated only if he furnishes a reason satisfactory to the Hospital for not returning to work and for not notifying the Hospital of his inability to return to work.
- (h) He is retired pursuant to any pension plan then in effect.

Section 4 - Promotions Outside the Bargaining Unit An employee promoted to a supervisory position will continue to accrue bargaining unit seniority for the first one hundred eighty (180) days immediately after his/her promotion. **If during this period of time the employee or Management choose to return the employee to the bargaining unit, he or she would return to their former position held at the time of transfer. In the event he/she chooses to return to the bargaining unit after 180 days, their return to the bargaining unit must be to a posted position within the bargaining unit.** After the one hundred eighty (180) day period all of his/her bargaining unit seniority will be frozen.

Section 5 - Returning to the Bargaining Unit Whenever any employee is promoted or demoted or exercises his seniority right under the terms of this Agreement, he shall receive the rate of the job classification effective immediately upon the transfer.

Section 6 - Lay-Offs and Recalls

For the purpose of lay-off and recall, seniority shall be by job classifications as specified in Appendix A. The Hospital may select employees to be laid off from either the full-time or part-time seniority list, depending on the needs of the

Hospital. However, a full-time seniority employee shall not be required (in order to retain his/her seniority) to accept a part-time position in the classification at time of layoff.

- (a) In the event that a full-time seniority employee is laid off, he/she may displace the least senior full-time employee in their job grouping as noted above, provided he/she is capable of performing all the job duties.
- (b) In the event there is no full-time employee with lesser seniority in his job grouping, he may displace the least senior full-time employee in a classification he/she previously held.
- (c) In the event there is no full-time employee with lesser seniority, he/she may displace the least senior part-time employee in their present job classification.
- (d) **Part-time employees may not displace any other seniority employees.**
- (e) Employees displacing another employee in a different classification shall start to accrue seniority in the new classification and their seniority will not continue in the previous classification.
- (f) Employees recalled to work after layoff will be called back to work in reverse order in which they were laid off; provided, however that such employees shall be able to perform the available work.

Employees desiring to exercise their seniority as outlined above, must exercise said rights at the time of layoff. In addition, it is understood that any employee exercising his/her seniority rights under this article must have the ability to perform the work of the classification.

Section 7 - Job Vacancies When a new job is created or vacancies occur, the Chief Steward will be notified by the Hospital and a notice of said job or vacancy posted on the employees' bulletin board for three (3) working days, which notice shall set forth a description of the job, the qualifications required for the job, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such job during the three (3) working days during which said notice is posted on the employees' bulletin board and no bid made after the expiration of those three (3) days will be considered in filling the vacancy. Late transfer requests will only be considered after all timely transfer requests have been given due consideration.

Employees bidding for such vacancy must have the qualifications required for that particular job **in order to be considered for the opening.** The employee shall be allowed a reasonable length of time to demonstrate that he is capable of performing the work, but not to exceed thirty (30) working days. The job will be awarded to the most

qualified employee and where the qualifications of two (2) or more employees are equal, seniority shall prevail. In the event an employee bids for and is awarded a job in a different classification than the one in which he was working, he shall start to accumulate seniority in his new classification from the date of transfer and shall stop accumulating seniority in his previous classification.

Section 8 - Shift Changes Qualified seniority employees within a classification shall have choice of shift openings which may occur prior to the posting of the job vacancy to other Hospital employees.

ARTICLE VI Grievance Procedure

Section 1 - Definition and Purpose An employee having a grievance shall proceed as provided herein. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement. It may be filed by either the Union or any employee in the Bargaining Unit. If filed by an employee, the Steward shall have the right to be present at any and all Steps of the Grievance Procedure. Grievances are limited to matters of interpretation or application of the Contract and do not apply to claims arising under the Hospital's Retirement Plan, Group Insurance Plan, Blue Cross/Blue Shield Plan, or the Employee's Suggestion Plan.

It is the intent of the parties hereto that the procedure set forth herein shall serve as a means for the peaceful settlement of all disagreements that may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of any sort whatsoever in the normal operation of the Hospital. Employees are required to follow and use this procedure in case they have any Grievances concerning the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto which they wish to be considered and settled.

Section 2 - Procedure No grievance shall be filed or processed based on facts which have occurred prior to five (5) working days before the grievance is filed (or if concerning a paycheck, within five (5) working days from its receipt); provided, however, that no day shall be counted when it was impossible to file a Grievance by reason of the unavailability of the management representative who is to receive the grievance. Grievances shall be processed from one Step to the next Step in the in the Grievance Procedure within five (5) working days. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next Step in the Grievance Procedure, the time limits to run from the date the time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits, or such extension which may have been agreed

to, shall automatically be closed upon the basis of the last disposition. Grievances settled by default shall not be treated as precedent.

The Hospital shall not be required to pay back wages before five (5) working days prior to the date a written grievance is filed. In the case of a pay shortage in which the employee would not have been made aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within five (5) working days after receipt of such paycheck. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation for personal services which he received as a substitute for his regular job at the Hospital.

Section 3 Grievances other than those involving discharge shall be handled in the following manner, each successive Step to be followed, unless the grievance was settled or abandoned at the preceding Step, and if a written grievance is settled at any Step, its disposition shall be signed by the Hospital and the employee or his Union Representative who acted for him.

Step 1 The employee shall discuss his Grievance with his immediate supervisor promptly and in any event within the employee's fifth (5th) working day after it arises (or if concerning a paycheck within five (5) working days from its receipt). His supervisor shall give the answer promptly and in any event within the supervisor's fifth (5th) working day after the employee presented the matter. The employee having a grievance may be accompanied by his Steward during such discussion.

Step 2 If the grievance is not settled at Step 1, it shall be placed in writing, specifying the Article and the Section of the Agreement allegedly violated, and signed by the employee on the forms to be provided for that purpose. The written grievance shall then, within the employee's first five (5) working days after answer at Step 1, be presented either by the employee or his Steward to the head of the employee's department, or to his designee in the case he is absent, for written disposition. If such presentation is made by the Representative, he shall countersign the grievance. The employee's department head shall give his signed written disposition within his first five (5) working days from receipt of the grievance.

Step 3 The written grievance, if not settled at Step 2, shall then be submitted to the Director of Human Resources, or her designee, for consideration. A Meeting between the Director of Human Resources, the Union Business Representative and the aggrieved (if he is requested to attend by either party) shall be held within five (5)

working days from the date the Director of Human Resources receives the grievance. The written signed disposition of the grievance shall be given to the Union Business Representative within five (5) working days after the conclusion of such meeting.

Step 4

The written grievance, if not settled at Step 3, shall then be submitted to the Hospital Vice President, or his designee, for consideration. A meeting between the Hospital Vice President, the Director of Human Resources, the Union Business Representative and the aggrieved (if he is requested to attend by one of the parties) shall be held within ten (10) working days from the date the Hospital Vice President receives the grievance. The written signed disposition of the grievance shall be given to the Union Business Representative within ten (10) working days after the conclusion of such meeting.

Section 4 - Arbitration If a grievance is not disposed of as hereinbefore provided, it may be submitted to Arbitration by serving notice on the Hospital Vice President and the Director of Human Resources within fifteen (15) working days after completion of Step 4. The following rules and procedures shall be followed:

- (a) The parties shall promptly agree in the selection of an Arbitrator. If there is no agreement on the selection of the Arbitrator within seven (7) working days after submission to Arbitration, the parties shall within the next seven (7) working days request the Federal Mediation and Conciliation Service to cause the selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules then in force.
- (b) The written grievance shall then be Arbitrated by the Arbitrator in accordance with such voluntary Labor Arbitration Rules.
- (c) The jurisdiction of the Arbitrator hereunder shall be limited to grievances arising out of the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto, but shall not extend to claims arising under the Hospital's Retirement Plan, Group Insurance Plan, Blue Cross/Blue Shield Plan, or the Employee's Suggestion Plan. The Arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. If the Grievance concerns matters not within the jurisdiction of Arbitration, it shall be returned to the parties without decision.

- (d) The decision of the Arbitrator shall be final and binding on all parties and they hereby agree to abide by the same. The Arbitrator's fee and expenses shall be borne by both parties. The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representative of any employee or of the Union who participate in any way in such Arbitration.

Section 5 - Grievances Regarding Suspension/Discharge If a seniority employee is suspended/discharged and elects to file a grievance concerning the same, he or his representative shall file a written signed grievance with the Director of Human Resources within the first five (5) working days after the date on which he was **suspended** or discharged, but not thereafter. The procedure for consideration of such Grievance shall then be as provided in Step 3 as set forth in Section 3 of this Article. If an employee is reinstated for employment as a result of such procedure, he shall not solely on account of his reinstatement be entitled to any lost wages; if they are claimed as part of this grievance, they shall be treated separately in the Arbitrator's decision. No probationary employee shall be entitled to file a grievance.

Section 6 - Computation of Working Days As used in this Article VI, the phrase "working days" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, unless one of such days is one of the Holidays set forth in Article XII, Section 1, in which case it shall be excluded as a working day for computation of time limits under this Article.

ARTICLE VII Discipline

Section 1 - Disciplinary Actions All verbal warnings will be given orally to the employee. All written warnings, suspensions and discharges will be effective when given to the employee in writing by the Hospital. A copy of all written disciplinary actions will be placed in the employee's personnel file.

- (a) Verbal and written warnings that are more than twelve (12) months old will be removed from consideration when imposing discipline for a current offense.
- (b) Suspensions that are more than twenty-four (24) months old will be removed from consideration when imposing discipline for a current offense.

Disciplinary action will be on a corrective progressive basis, utilizing verbal warnings, then written warnings followed by disciplinary suspensions, the length of which will be based upon the nature of the offense, followed by the discharge, if necessary. The Hospital and

the Union recognize, however, that there are some offenses which, by their nature, may justify discharge or discipline in the first instance without any prior warnings. All disciplinary actions or discharges will be subject to the grievance procedure in accordance with the provisions thereof.

Section 2 In the event an employee's conduct is such that a disciplinary layoff or discharge may be indicated, the employee may first be suspended by the Hospital and during this period of suspension the Hospital shall investigate the matter. The Hospital will notify the employee and the Union in writing as to its decision. In the event the Hospital determines that no disciplinary action is indicated, the employee will be paid for all time lost during the period of investigatory suspension.

Section 3 - Notification of Disciplinary Action The Hospital will give a copy of all written disciplinary actions to the Union Steward within three (3) days of the issuance to the employee. It will be the responsibility of the Steward to mail the Business Representative a copy. The Hospital agrees to allow the steward to process the copy through the Hospital mail.

Section 4 - Discharge An employee shall be subject to discharge for just and proper cause, which shall include, but not be limited to, misappropriation of funds, theft, malicious destruction of Hospital property, assault on the premises, intoxication or drinking on duty or on the premises; inappropriate and/or illegal use of medication or narcotics as listed under the Bureau of Narcotics Regulations, moral turpitude, insubordination or refusal to carry out the reasonable instructions of his supervisor.

Section 5 - Disclosure of Confidential Information and Discourtesy - The Union and the employees recognize the importance of courtesy and the protection of confidential information concerning patients and their families. Any and all information gathered or heard officially or unofficially concerning a patient or his family shall be construed as confidential and acts of discourtesy or disclosure of the aforementioned information by an employee to a patient, a fellow employee, or any unauthorized person shall be regarded as a breach of confidence and shall be grounds for immediate discipline.

ARTICLE VIII Wages

Section 1 Appendix A, attached hereto and made a part of this Agreement, lists the various job classifications in effect, together with their base hourly rates as of the effective date of this Agreement.

This Appendix A also sets forth the dates and amounts of additional general wage increases which become effective during the term of this Agreement.

"Years of Service" as used in Appendix A means the number of full years of service with the Hospital in the Bargaining Unit from the employee's last date of hire measured at the rate of two thousand (2,000) compensated hours equaling one (1) year of service. An employee moves to the next higher wage step after the date the employee reaches the fifth (5th), tenth (10th), or fifteenth (15th) year of service as determined above from his last date of hire with the Hospital in the Bargaining Unit.

Section 2 - Shift Differential All employees whose shift starts after 2 p.m. and prior to 2 a.m. shall receive a **seventy-five cents (\$.75)** per hour shift premium for each hour worked on such shift. To be eligible for shift premium, an employee must work at least four (4) hours per day.

Section 3 - Group Leaders The Hospital, at its option, may designate an employee in the Bargaining Unit covered by this Agreement as a Group Leader. A Group Leader may be designated by the Employer to lead either (1) the Maintenance employees or (2) the Boiler/Refrigeration employees. There may be one (1) Group Leader in each area at the Hospital's option. A Group Leader shall be responsible to direct the work on a day-to-day basis; to report all problem areas to the supervisor for the group for resolution by the supervisor; will continue to perform Bargaining Unit work of the same type as that performed by employees which he leads; and will serve as an acting supervisor whenever the supervisor for the group is absent due to illness or Vacation. In the event of a prolonged absence of the supervisor due to illness or other Leave of Absence, a Special Conference will be held between the Hospital and the Union to be called by either party for the purpose of determining whether the Group Leader will continue to act for the entire period of absence as the acting supervisor. An employee selected by the Employer to a Group Leader shall receive Sixty Cents (\$.60) per hour above the employee's regular rate during the period of time he performs the duties of a Group Leader.

Section 4 - On-Call Pay The Hospital agrees to pay employees in the bargaining unit who are "on call" and carrying the beeper one dollar (\$1.00) per hour for every hour on call. As consideration for the increased rate, bargaining unit employees will be responsible for all on call coverage. If other bargaining unit members are willing to share the "on call" duties, the employer will set up a rotation system.

Section 5 - Creating New Job Classifications In the event changes in the general duties and responsibilities of a job classification occur, or when the Hospital creates a new classification, or if an employee, through a continuing course of study obtains a license, the Hospital and Union may negotiate a rate for the new classification and if agreed upon, the rate shall become a part of the Wage Schedule set forth in Appendix A of this Agreement.

The Union acknowledges that such job classifications shall be established only as the needs of the Hospital require.

Section 6 - Working out of Classification If an employee is instructed to work in a classification calling for a higher rate of pay than the employee's regular classification, he shall be entitled to receive the higher rate, if he performs at least four (4) hours of work in the higher classification, in which event he shall be paid at the higher rate for the entire shift.

If an employee is instructed to work in a classification calling for a lower rate of pay than the employee's regular classification, he shall continue to be paid his regular rate of pay for so long as he performs the work of the lower classification.

ARTICLE IX Hours of Work

Section 1 - Work Period The standard work period means fourteen (14) consecutive calendar days beginning 11:00 p.m. on Saturday and ending 10:59 p.m. fourteen (14) days later.

Section 2 - Work Day The standard work day shall not consist of more than eight (8) consecutive hours in any twenty-four (24) hour period. For purposes of this section, the starting time for the 24-hour period shall be the employee's starting time of their normal shift which is the first shift scheduled in each pay period.

Section 3 - Overtime Pay When the Hospital requires an employee to work additional hours per day or per work period, such additional hours shall be compensated for at the rates set forth below:

- (a) Time and one-half (1-1/2) the regular straight-time hourly rate shall be paid for all time worked as shown below:
 - (i) In excess of eight (8) hours in any one (1) work day; or
 - (ii) In excess of eighty (80) hours in a scheduled fourteen (14) day period.
- (b) Overtime paid on a daily basis shall not be included in paying overtime for hours in excess of eighty (80) hours during a scheduled fourteen (14) day period.
- (c) **Paid holidays and vacations** pursuant to the provisions of **Articles XII and XIII** of this Agreement shall be considered as time worked for the purposes of computing premium pay under the provisions of this Section.
- (d) **Paid absences and sick leave** are not included as time worked in computing overtime.

Section 4 - Required to Work Scheduled Day Off If the Hospital requires an employee to work on a scheduled day off, the employee will not be required to take another day off within the same work week. An employee's schedule shall not be changed to avoid overtime.

Section 5 - Procedure to be Followed When Unable to Report for Work An employee who is unable to report for work as scheduled shall notify his supervisor or the supervisor's designee in the supervisor's absence. Such notification shall be as soon as possible prior to the beginning of his scheduled work hours, stating the reason for the absence (sick day, personal day, bereavement, etc.) and the probable duration of his absence.

Section 6 - Called In to Work

- (a) In the event Management determines it is necessary to extend an employee's shift and the employee declines the additional hours and an employee is called in to work, he shall be guaranteed a minimum of work or pay equivalent to four (4) hours of his regular pay.
- (b) If the employee requests to go home prior to completing the four hours of work, he will only be paid for hours actually worked.

Section 7 - Equalization of Overtime The Hospital shall divide and rotate overtime as equally as reasonably possible according to qualification and seniority within each classification. Employees who are required to work overtime shall do so unless they furnish reasonable reasons for not doing so within a reasonable time prior to the scheduled overtime in order to enable his supervisor to obtain another employee to perform the overtime. The Hospital will notify an employee required to work overtime under this Section as soon as is reasonably possible after it is known that the overtime will be required.

Section 8 Whenever an employee is required to perform overtime work, the Hospital will give him as much advance notice as is possible under the circumstances.

Section 9 - Rest Periods All employees who are scheduled to work an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half, or approximate half, of such working day. If an employee is scheduled to work less than an eight (8) hour day, he shall be allowed a fifteen (15) minute paid rest period during any portion thereof in which he is required to work for four (4) or more consecutive hours.

ARTICLE X
Leaves of Absence

Section 1 - Medical Leave A seniority employee who is unable to work because of illness, injury or other incapacitating reason and whose absence from the job is expected to be for more than three (3) scheduled work days shall, upon furnishing satisfactory evidence of such illness, injury or incapacity to the Hospital be granted a medical leave of absence for the duration of the disability due to such illness, injury or incapacity, but in no event shall such medical leave exceed one (1) year without the written agreement of the Hospital. The employee shall furnish supplementary medical evidence of disability from time to time as reasonably requested by the Hospital. Failure to furnish such medical evidence of disability will result in the termination of the employee's leave. Before any employee on a medical leave may return to work, the employee must present a doctor's certificate stating that the employee is physically able to return to his/her regular job. All certifications or other reports from the attending physician will be subject to acceptance by the Hospital's physician. The Hospital reserves the right to have any employee examined by the Hospital's physician at the Hospital's expense in connection with a medical leave which has been granted or in connection with an employee's condition which may indicate that a medical leave is required or may be terminated. In the event of a dispute between the employee's personal physician and the Hospital's physician relative to any of such matters, the employee and the Hospital will submit the matter to a third physician selected by the employee's physician and the Hospital's physician and the Hospital and the employee will be bound by such third physician's opinion.

- (a) Employees who are unable to work because of illness, injury or other incapacitating reason must notify their supervisor promptly and, if possible, prior to the time the employee is scheduled to report to work. Subsequent reporting shall be daily unless such absence is covered by a medical leave for a specified period of time or unless the employee is excused from reporting daily by the Hospital.
- (b) Satisfactory evidence of illness, injury or incapacitation as required above will, in those cases where the employee is under the treatment of a physician, consist of a written certification by said physician of the medical need for absence from work including the nature of the illness, injury or incapacitation and an estimate by the physician of the probable length of such absence. In the case of hospitalization, verification of such hospitalization is required. In those cases where the employee is not under the care of a physician, the Hospital may require the employee to report to the Hospital's Health Service after an absence of three (3) consecutive

scheduled work days for an examination at the Hospital's expense by a physician at such Health Service.

- (c) A written request for a Medical Leave of Absence is required in advance of elective surgery.
- (d) Any employee receiving Sickness and Accident Insurance must apply for a Medical Leave.

Section 2 - Family Medical Leave Act To the extent of conflict between the terms of this Agreement and the requirements of the Family Medical Leave Act, the Family Medical Leave Act will supersede the terms of this Agreement and practices of these parties.

Section 3 - Jury Duty Leave After completion of the probationary period, a full-time employee or a part-time employee who is regularly scheduled to work **sixty-four (64)** hours or more per **pay period**, who is summoned and reports for Jury Duty prescribed by applicable law, shall be paid the difference between the Jury Duty fee which he receives for such service and his then current straight-time rate which he would have received if he had worked, for the working time actually lost. Time served on Jury Duty shall not be considered as time worked for purposes of computing overtime.

Section 4 - Educational Leave Upon written application, a **seniority** employee after one (1) year of employment may be granted a Leave of Absence, without pay, to pursue a full-time education program in an employment-related field, for a period of up to twelve (12) months. A copy of the employee's proposed program must be attached to the request for Leave. Such Leave will be without pay and during the Leave benefits under this Agreement shall not accumulate or accrue. Upon completion of such program, he shall be reinstated in the same type of work held at the time the Leave commenced, seniority permitting. An Educational Leave shall require the recommendation of the employee's department head and approval of the Director of Human Resources.

Section 5 - Personal Leave of Absence A **seniority** employee, after one (1) year of employment, a Personal Leave of Absence without pay may be granted upon recommendation of the employee's department head and approval of the Director of Human Resources for a period of thirty (30) calendar days for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere. Application for such Personal Leave shall be in writing and shall specifically state the reason for requesting such Leave. Personal Leaves, once granted, may be extended upon request for reasons acceptable to the Hospital for three (3) thirty (30) day extensions at the option of the Hospital.

- (a) All vacation earned in the previous anniversary year must be exhausted prior to the beginning of a personal leave of absence.

- (b) When a Personal Leave of Absence under this provision is granted for a specific period of not more than one hundred twenty (120) days, the individual shall be entitled, at the termination of such Leave, to be reinstated at the same level and type of position the individual held at the time the Leave was granted.
- (c) The employee agrees when the Leave is granted to keep the Hospital informed of any change in his status or condition that caused the employee to request the Leave.
- (d) Employee benefits shall not accumulate during a personal leaves of absence.
- (e) **Vacation shall not be a reason for granting a personal leave of absence.**

Section 6 - Military Leave

- (a) The Hospital will give enlistees and draftees in the Armed Forces of the United States all the benefits accorded them by the Universal Military Training and Service Act, provided he is a **seniority** employee, he receives an Honorable Discharge and he reports for work within ninety (90) days of the date of discharge.
- (b) A **seniority** employee who is a member of an active Armed Forces Reserve or National Guard training unit will be granted a Leave of Absence during the period of a mandatory period of active duty. The Hospital will pay the difference between military pay and regular salary for up to a total of two (2) weeks for the annual training period.
- (c) **Military compensation shall not be considered time worked for purposes of computing overtime.**

Section 7 - Bereavement Leave

- (a) After completion of the probationary period, a full-time employee will be allowed time off with pay, up to a maximum of three (3) scheduled working days between date of death and date of funeral to attend the funeral or, when necessary, to make funeral arrangements for the employee's father, mother, father-in-law, mother-in-law, spouse, child, grandparents, grandchildren, sister, brother, or any blood relative or in-law residing in the employee's household. **A part-time seniority employee will be allowed one day off with pay if scheduled to work the date of the funeral.**
- (b) An additional day's Leave with pay will be granted to employee if the funeral is held more than three hundred (300) miles from the City of Trenton.

- (c) It shall be the responsibility of each employee to present documentation indicating the date of the funeral, locality and the relationship involved.
- (d) Bereavement compensation shall not be considered as time worked for purposes of computing overtime.

Section 8 - Workers' Compensation Leave The Hospital, for the duration of this Agreement, agrees to provide insurance coverage under the provisions of the Michigan Workers' Disability Compensation Act for accidental injury which arises out of and in the course of the employee's employment. Any employee who suffers an accidental injury out of and in the course of their employment must notify the department head or the supervisor immediately of the injury. Employees off on workers' compensation beyond a one (1) year period may convert their health insurance policies (health, dental, optical) under COBRA, and may contact the Group Life Insurance company's local agent to convert their life insurance to an individual policy.

Section 9 - Loss of Benefits Any employee on any type of leave of absence will not accrue any vacation or sick/personal time. Refer to the appropriate benefit sections of this Agreement for eligibility for continuation of all other benefits while on leave.

Continuation of Insurance The Hospital will continue to provide the health insurance coverage and life insurance coverage to employees during the period they are actually receiving Sickness and Accident benefits under Article XVII, and for a period not to exceed one (1) year during which they are receiving Workers' Disability Compensation benefits. Health insurance coverages including medical, dental and optical will be discontinued the first of the month following the commencement of a personal or an educational leave of absence. Benefits may be eligible to be continued under COBRA. Life insurance coverage for those employees on personal or educational leaves of absence will terminate on the end of the month in which the leave commences. The employee then has a 31-day grace period during which the employee may convert the insurance to an individual policy by contacting the insurance company's local agent.

Section 10 - Holidays During Leave of Absence Any employee on any type of leave of absence will not receive pay for holidays falling within the leave of absence.

Section 11 - Request for Extension A request for extension may be considered on the basis of a new request for leave, which must be submitted in writing and approved one (1) week prior to the expiration date of the current leave.

Section 12 - Seniority While on Leave Employees shall continue to accrue seniority during any leave of absence provided under Article V of this Agreement.

Section 13 - Return From Leave of Absence Employees granted a leave of absence for a specific period of time must return at the expiration of such leave. The employee is responsible for contacting their supervisor prior to the expiration date of the leave to determine their work schedule upon return from such leave and be cleared through Employee Health Services at least twenty-four (24) hours prior to return date. Employees returning from an approved leave of absence will be given job assignments in accordance with the following procedure:

- (a) Employees returning from a leave of absence of three (3) months' duration or less will be assigned to the position, unit and shift the employee held at the time the leave commenced.
- (b) Employees returning from a leave of absence of more than three (3) months, will be assigned to an available position on the same shift, or to another shift, which is available and which the employee is capable of performing satisfactorily. If no position is available, the employee will be placed on lay-off and the recall list pursuant to Article V, Section 6 of this Agreement.

ARTICLE XI Sick/Personal Days

Section 1 Each full-time and part-time employee in a budgeted thirty-two (32) hours or more F.T.E. status will earn sick/personal days on a calendar year basis. Each employee earns sick/personal time at the rate of .040 times compensated hours, rounded to the next higher day, up to a maximum of ten (10) days. Thereafter, each year's subsequent bank will be based on the previous year's accrual.

Section 2 After completion of six (6) months of employment, employees may borrow up to one-half (1/2) of their annual accrued sick/personal time which has been earned and may use this accrued time between their sixth (6th) and twelfth (12) months of employment.

Section 3 Employees shall receive one (1) day's pay for each full day of sick/personal leave taken up to the maximum allowance. Sick/personal day allowances will be paid only for scheduled work days when the employee is unable to report to work and will not be paid during periods an employee is receiving Sickness & Accident benefit payments, while on vacation, on a holiday, on a leave of absence, or to laid-off employees. Sick day allowance shall be paid only for: (1) sickness or non-compensable injury; or (2) personal leave time. Sick/personal

day allowance will be paid as a personal day, provided the employee requests, in writing, a day off with pay for personal reasons and receives permission for the time off from the employee's supervisor. The request must be made at least three (3) days in advance of the requested day off, however, reasonable requests with less than three (3) days advance notice will not be unduly denied.

Section 4 An employee shall receive one (1) day's pay for each full day of sick/personal leave taken up to the maximum allowance. Sick/personal days may be paid only for scheduled work days when the employee is unable to report to work or has properly requested a Personal Day, and will not be paid to employees on Vacation, to employees on a Holiday, to employees on a Leave of Absence other than for medical reasons, except an appropriate Personal Day, or to laid off employees.

Section 5 Employees may utilize partial Sick/Personal Days in one (1) hour increments. If an employee reports to work and must leave because of illness before completing eight (8) hours, Sick Time may be used for the remaining scheduled hours unworked.

Section 6 Employees with more than six (6) months of service, who terminate employment, will be paid all unused Sick/Personal Benefit Days which were accrued. No Sick/Personal Days will be paid unless the employee gives the Hospital at least two (2) weeks notice of intention to terminate and works the entire two (2) week period as scheduled.

Section 7 In the event of an employee's death, accrued and unused Sick/Personal benefit hours to which the employee was entitled at the time of death shall be paid to the persons entitled thereto according to law.

Section 8 If an employee is discharged, he shall receive only such unused banked Sick/Personal benefit hours as he earned in the year prior to the year of discharge (Bank I).

Section 9 Payment for unused banked Sick/Personal Benefit Days which were accrued (Bank I) during a previous calendar year will be paid in January of the following year.

Section 10 Sick/Personal Time may be requested in conjunction with Vacation Time, but will be subject to management approval.

Section 11 - Bonus Program Sick/Personal Days

All employees who cash in ten (10) days at the end of the year will be paid 125% of the value of the days cashed in.

All employees who cash in nine (9) days at the end of the year will be paid 115% of the value of the days cashed in.

All employees who cash in eight (8) days at the end of the year will be paid 105% of the value of the days.

All employees who cash in less than eight (8) days at the end of the year will be paid 100% of the value of the days cashed in.

ARTICLE XII Holidays

Section 1 Each full-time employee with seniority shall receive eight (8) hours pay for each of the following Holidays not worked:

New Year's Day	Two Floating Holidays
Memorial Day	Christmas Day
Independence Day	Thanksgiving Day
Labor Day	

provided, the employee meets the following eligibility rules and unless otherwise provided in this Article:

- (a) The employee has seniority as of the date of the Holiday;
- (b) The employee must have worked the last scheduled workday prior to and the next scheduled workday after such Holiday;
- (c) Employees who report for work no more than one (1) hour late on the day before and the day after such Holiday will receive Holiday Pay, if otherwise eligible, but employees more than one (1) hour late on such days if not permitted to work will not be entitled to pay hereunder;
- (d) When a Holiday specified above falls within an eligible employee's approved Vacation period, and he is absent from work during his regularly scheduled work week because of such Vacation, he shall be paid for such Holiday, in addition to his vacation pay;
- (e) If an eligible employee is scheduled to work on such Holiday, but fails to work, he will not be paid for the Holiday unless he presents to the head of his department a reasonable excuse for his absence which is acceptable to the Hospital and which must be supported by satisfactory proof.

- (f) **Hours** paid under this Section shall be considered as hours worked in determining the right to overtime compensation, except as provided for in Section 3(b) of **Article IX**;
- (g) An employee who is on lay-off at least one (1) full calendar week of the Holiday, or who is on Leave of Absence at the time such Holiday occurs will not be paid for that Holiday;
- (h) **For the night shift, the holiday shall be considered to begin at 11:00 p.m. on the eve of the holiday.**

Section 2 - Floating Holidays - Full-time employees will have the option of scheduling **their floating holidays off** during the payroll calendar year provided the employee has secured the prior permission of his department head to take such Floating Holidays by no later than two (2) weeks prior to the day on which he intends to take such Holiday.

Section 3 - Holiday Premium

- (a) In the event a **full-time** employee is required to work on one (1) of the above Holidays, such employee will receive Holiday Pay as provided in Section 1 of this Article and, in addition, shall be paid at time and one-half (1-1/2) his straight-time hourly rate for all hours actually worked on such Holiday, except for individual instances which fall within the provisions of **Article IX, Section 2(c)**.
- (b) **A seniority part-time employee required to work on any of the six (6) holidays designated in Section 1 of this Article shall receive time and one-half (1-1/2) his regular rate of pay for hours actually worked and, in addition, shall receive holiday pay computed at his straight-time rate in proportion to the hours worked, not to exceed eight hours.**

Section 4 An employee who works on a Holiday may elect to take another day off within the same **pay period** at no pay for this day off, if his schedule permits and he receives permission from the department supervisor.

Section 5 - Work Schedules - Employees scheduled workdays will not be changed to an alternate day off in order to avoid overtime pay for working their holidays.

**ARTICLE XIII
Vacations**

Section 1 **Full-time employees who have at least six (6) months seniority shall be entitled to vacation with pay as hereinafter provided.** His vacation pay shall be based upon his straight-time hourly rate, exclusive of premium of any sort whatsoever. If a temporary employee is given full-time employment, his seniority year for the purpose of these Vacation Pay provisions shall be deemed to start at the commencement of his employment on a full-time basis.

Section 2 Vacation benefits, based on a full year of full-time service, shall be as follows:

<u>After Completion of Years of Such Service</u>	<u>Equivalent Accrual per Hour*</u>	<u>Up to a Maximum Vacation of</u>
1 through 3 Years Inclusive	.040 per hour	80 hours pay straight-time
4 through 10 Years Inclusive	.060 per hour	120 hours pay straight-time
11 and Subsequent Years	.080 per hour	160 hours pay straight-time

***Vacation benefits are earned on all basic compensated hours. Basic compensated hours include regular work time, overtime, vacation time and holiday time. It does not include sick time.**

Section 3 **Part-time employees who have one (1) year seniority, shall receive pro-rated vacation based on all basic compensated hours.**

Section 4 **The maximum amount of vacation accrual that any employee may maintain at any time is an amount equal to two (2) times his current maximum annual accrual. No money payments in lieu of Vacation will be made by the Hospital, except by mutual agreement with the employee and the Hospital.**

Section 5 - Pay Off **No accrued vacation benefits will be paid unless the employee gives the Hospital at least two (2) weeks notice of his intention to terminate, and works the entire two (2) week period as scheduled, and no accrued Vacation benefits shall be paid if such termination is the result of his discharge under Article IV, Section 1.**

Section 6 - Scheduling Vacations As far as possible, vacations will be granted at the time most desired by employees, according to classification seniority, but the final right to the allotment of Vacation periods is reserved exclusively to the Hospital in order to assure the orderly operation of the Hospital. To the extent feasible, the Hospital will not change posted Vacation schedules, but will give two (2) weeks notice of any change in posted schedules. If two (2) weeks notice is not given, the employee may take his Vacation at the time previously scheduled. Vacation requests will be approved or denied in writing within one (1) week after the request has been delivered to the supervisor.

Section 7 - Vacation Checks No special checks will be issued for vacation pay.

ARTICLE XIV
Health Care Benefits

Section 1 The Hospital will provide seniority full-time employees and part-time employees in a budgeted sixty-four (64) hour F.T.E. status (bi-weekly) a choice of one of the two (2) following options for the employee and their eligible dependents.

- (a) Option 1: Blue Cross/Blue Shield Comprehensive Major Medical Plan. Annual deductibles of \$250 per person, \$500 per family and co-payments of 20% up to a maximum annual out-of-pocket expense limit of \$1,000. Deductibles and co-payments are waived for facility charges when services are rendered at one of the corporation's facilities. Deductibles and co-payments are waived for non-Horizon facilities only for emergency life threatening cases. Prescription drug rider with \$5.00 co-payment is also part of the plan. This option is fully paid by the Corporation for employee and family. Refer to Section 5 for Sponsored Dependent and Family Continuation Riders.
- (b) SelectCare - Medical Benefits Benefits are available in network or out of the network. The deductibles and co-pay differ if the services are provided out of the network. The premiums for this option, paid by the employee, will be handled through payroll deduction on a per pay basis. Current rates are available in the Human Resource Department.

The provisions of this Article XIV shall no longer be applicable if the Hospital's employees become eligible for hospital or medical expense benefits under any Federal or Michigan law providing such benefits for them or for the public at large. No coverage is provided under this Article XIV for any employee following the termination of his employment with the Hospital.

Section 2 Part-time employees (40 - 63 hours per pay period) are eligible to receive health care insurance under Section 1(a) only for self with no premium

charge and spouse and dependents at 50/50 co-pay. Part-time employees (32 - 39 hours per pay period) are eligible to receive health care insurance under Section 1(a) only for self on a 50/50 co-pay.

Section 3 - Eligibility Coverage for employee (as stated above) and eligible dependents. Employee must enroll during the first thirty (30) days of employment and coverage will become effective the first of the month following ninety (90) days of employment.

Section 4 - Incentive for Use of Horizon Health Systems Facilities: The deductible and co-payment requirements described above will be waived for hospital services furnished by Horizon Health Systems facilities. Emergency Room charges rejected by third-party payors as non-emergent care will be the responsibility of the employee. The deductible and co-payment will be waived for services of other hospitals if the treatment is for an emergency life threatening condition (as defined by Blue Cross/Blue Shield of Michigan).

Section 5 Sponsored Dependent and Family Continuation Riders will be made available to the employee, provided the employee pays the additional premium for such coverage.

Section 6 The Hospital's obligation hereunder shall exist, with respect to any employee, only while he is in the active service of the Hospital, and only with respect to a month in which the employee has earnings from the Hospital for work actually performed during the month except as otherwise provided in Article X, Section 9, Continuation of Insurance. If an employee wishes to continue his coverage during any period with respect to which the Hospital's obligation does not exist or apply, the employee shall have the sole responsibility for making all arrangements necessary for the continuance of such coverage at his own expense.

Section 7 The Hospital, by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

Section 8 The provisions of this Article XIV shall no longer be applicable if the Hospital's employees become eligible for hospital or medical expense benefits under any Federal or Michigan law providing such benefits for them or for the public at large. No coverage is provided under this Section for any employee following the termination of his employment with the Hospital.

Section 9 - Alternate Coverage An employee will not be eligible for the hospitalization insurance provided under Article XIV, Section 1(a) by the Hospital if they are covered by hospitalization insurance which has substantially equal or better benefits than provided under Section 1(a) and which is provided by another

employer to another member of the employee's family at no cost to such member of the family.

Section 10 - Service Discounts Health service discounts apply to all employees, their spouses and eligible dependent children for facility services performed at the Hospital or affiliate.

Generally stated, the discount is 100% of the deductible/co-pay under the Corporation's health plans for services provided by the Corporation or affiliate. If uninsured, or covered under a plan not provided by Horizon, the maximum discount will be limited to 25% of total charges. When hospitalized at a Horizon facility and when available, private room differential, basic telephone charge and television rental are courtesied at 100%.

Section 11 - Change of Insurance Provider During the term of this Agreement, the Hospital may request the Union to meet and discuss an alternate carrier or alternate method of providing medical, hospital and surgical benefits. Such request shall be in writing, and thereafter, within thirty (30) days, the parties will meet and discuss the items as identified in this section. Any agreement reached by the parties shall be implemented as soon as reasonably possible after the agreement has been reached.

Section 12 All employees have the right to request and receive annually a summary plan description of insurance benefits and eligibility requirements.

Section 13 For the life of this Agreement, the Hospital shall provide an annual credit toward the purchase of Medicare Complimentary health insurance coverage for those employees who retire from active employment under the Normal Retirement (age 65) provision of the Plan.

Credits toward complimentary health insurance coverage shall equal ten times (age plus service) points at the time of normal retirement up to the maximum of 100 points.

- a) the employee must be eligible for a pension under the normal retirement age (age 65) provision of the Plan.
- b) the employee must have at least 75 points.

Example:

Age 65 plus 10 years service = 75 points

**Age 65 years, 3 months plus 27 years, 6 months service =
65.25 + 27.5 = 92.75 points x \$10 = \$925.50 annual credit**

- **Maximum credit is \$1000 per year (100 points)**
- **Coverage for employee only**
- **Must retire from active employment**

In lieu of the above noted coverage available to normal retirees (age 65), the retiree may elect at the time of their retirement from active status (qualifying event) to continue their existing medical coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

Early retirees (age 55 to 64) may elect at the time of their termination from active status (qualifying event) to continue their existing medical coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

ARTICLE XV Dental Insurance

The Hospital will provide seniority full-time employees and part-time employees in a budgeted sixty-four (64) hour F.T.E. status (bi-weekly) and eligible dependents who enroll in the plan, a dental insurance program providing for payment of 80/20 co-pay of treatment costs on Class I and II benefits with \$1,000 per person total per contract year. Also, a 50% co-pay on Class III Benefits (orthodontics) with a \$1,000 lifetime maximum.

Part-time employees who normally work 40 up to 63 hours per pay period are eligible for coverage for employee or employee and family at one-half the total premium amount paid by the employer. Premium charges will be handled through payroll deduction on a per pay basis. Said coverage shall become effective at the beginning of the calendar month following completion of the new hire probationary period.

ARTICLE XVI Optical Insurance

The Hospital will provide seniority full-time employees and part-time employees in a budgeted sixty-four (64) hour F.T.E. status (bi-weekly) and eligible dependents who enroll in the plan, a , a vision care program. Such program will be provided upon an 80/20 co-pay basis. The plan will pay 80% of the reasonable and customary charges for most vision care examinations by participating physicians

or optometrists. Visual tests and exams, lenses and frames are covered once in every twenty-four (24) consecutive months.

Part-time employees normally working 40 up to 63 hours per pay period are eligible for coverage for employee or employee and family at one-half (1/2) the total premium amount paid by the employer. Premium charges will be handled through payroll deduction on a per pay basis. Detailed information relative to the vision care benefits will be provided each employee as of the effective date of such benefits.

ARTICLE XVII Sickness & Accident Insurance

Section 1 - Eligibility - S & A Coverage The Hospital will provide Sick and Accident Insurance for full-time employees with six (6) months or more of service and part-time employees with six months of service and completion of 1,040 hours. The entire cost of this program will be paid by the Hospital.

In order to be eligible for the insurance coverage referred to, an employee must be working at the time the insurance is to become effective as to him. When an employee becomes eligible, he shall be covered by such insurance at 12:01 a.m. on the first day of the policy month following the date he becomes eligible. If an employee terminates or is laid off, coverage will cease as of the last day worked.

Section 2 - S & A Benefits - Full-Time Employees Full-time employees with six (6) months or more service will be granted sixty percent (60%) of their base rate of pay for up to a maximum of 26 weeks in accordance with the schedule below. Benefit payments begin on the first day of an accident, the first day of a hospitalized illness, and on the eighth day of a non-hospitalized illness.

Length of Service

Six (6) months, but less than two (2) years

Duration of Benefits

Thirteen (13) benefit weeks

Two (2) years and over

Twenty-Six (26) benefit weeks

Section 3 - S & A Benefits - Part-Time Employees Part-time employees will receive sixty percent (60%) of their average weekly earnings computed on the average hours worked during the twelve (12) weeks immediately preceding the illness or disability for up to 26 weeks. This benefit will begin only on the first day of a hospitalized illness or the first day of an accident, and for those employees who are regularly scheduled to work at least thirty-two (32) hours per week on the eighth scheduled day of a non-hospitalized illness.

Length of Service

Six months of service and completion of at least 1,040 hours, but less than two (2) years

Duration of Benefits

Thirteen (13) benefit weeks

Two (2) years and over

Twenty-Six (26) benefit weeks

Section 4 - S & A Coverage Non-Occupational Disabilities due to injuries or sickness connected with employment are not covered by Sickness & Accident.

Section 5 - Period S & A Benefits Cover Employees who are eligible for Sickness & Accident benefits will be paid during sickness only for scheduled working days, for holidays or for hours lost because of sickness not to exceed the amount provided in the Schedule set forth in this Article. Sickness & Accident benefits will not be made to employees on vacation, to employees on a scheduled day off, to employees on a non-sick leave of absence or to laid-off employees.

Section 6 - Eligibility for Insurance While On Sickness & Accident For those employees who are enrolled for health insurance, dental, optical and life insurance coverage, the Hospital will continue to maintain that coverage while the employee is receiving Sickness & Accident benefits. Employees who have elected a health care option in which there is employee participation of premium payment should contact their Human Resource Department to arrange for payments to cover their premium responsibility. Those employees who have exhausted their Sickness & Accident benefits may be eligible to continue their health care, dental and optical insurance coverage under COBRA and may contact the Group Life Insurance company's local agent to convert their life insurance to an individual policy.

ARTICLE XVIII
Group Life Insurance

The Hospital agrees to maintain insurance benefits for its **seniority employees in at least a budgeted forty (40) hour per pay period position** under the provisions set forth. The insurance program will provide the following insurance coverage:

Eligible employees will receive life insurance equivalent to one (1) times their annual salary.

**ARTICLE XIX
Retirement Plan**

For the life of this Agreement, employees shall continue to be eligible to participate in the retirement plan for employees of Horizon Health System under the terms and conditions set forth in the summary plan description which conforms to the provisions of the Employee Retirement Income Security Act of 1974.

It is mutually agreed that Horizon may revise, amend or modify the plan from time to time, as Horizon deems necessary.

**ARTICLE XX
Educational Reimbursement Loans**

Any seniority full-time employee and part-time employees in a least a 40 hour per pay period position may apply and be granted a reimbursement loan, to be used for tuition and other educational expenses, for job-related courses. The reimbursement loan will be subject to the following conditions:

- (a) Applications for assistance must be submitted to Human Resources at least thirty (30) calendar days prior to the semester/class and must receive the approval of the Department Manager and the Human Resource Director. No loans will be granted under this Section to employees for the purpose of obtaining employment elsewhere, it being the purpose and intent of this Section that Educational Leaves are for the purpose of improving the employee's skills for continued employment in the Hospital. A copy of the course description and paid receipts must be submitted along with application.**
- (b) The employee, after successful completion of an approved course who maintained a grade "C" or better, will submit satisfactory evidence of completion of such semester with the required grade level.**
- (c) Amount of reimbursement for full-time and part-time employees in a 64 hour per pay period position will be a maximum of \$1,400 per academic year.**
- (d) Amount of reimbursement for part-time employees (40 - 63 hours per pay period) will be a maximum of \$700 per academic year.**
- (e) The full-time amount of the reimbursement loan will be forgiven at the rate of \$75 per month for each month of active employment by the employee following receipt of the loan.**

The part-time amount of the reimbursement loan will be forgiven at the rate of \$40 per month for each month of active employment by the employee following receipt of the loan.

- (f) If the employee does not continue in the employment of the Hospital, the balance due will be repaid upon termination of employment or resignation.

ARTICLE XXI General

Section 1 - Notices An employee shall notify the Human Resource Department of the Hospital, either in person or by United States Registered Mail immediately of any change in address. The Hospital will be responsible for notifying the employee only at the last address shown on the Human Resource Department records. When an employee is recalled to work, he shall be notified by the Hospital by Registered Mail or Telegram.

Section 2 If any provision of this Agreement is in conflict with any existing or future State or Federal Law, which law is applicable and enforceable to the provisions of this Agreement, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

Section 3 The Hospital agrees that pension, **healthcare** insurance, Sickness and Accident Insurance, and Life Insurance benefits which are presently provided for the employees covered by this Agreement shall not be reduced during the life of this Agreement. The Hospital further agrees that the provisions of this Section 3 shall not be used as a pretext to discriminate against any employee covered by this Agreement.

Section 4 The Hospital shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Union will cooperate with the Hospital in investigating health and safety conditions and the Hospital will carefully consider any reasonable recommendations made by the Union in respect thereto.

It will be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working condition which he may observe. The Hospital will endeavor to correct such malfunction or unsafe working condition as soon as possible. Failure of any employee to adhere to established safety regulations may be treated as cause for discipline and/or discharge.

Section 5 - Clothing Allowance The Hospital will define clothing requirements and shall provide each painter and each other maintenance employee with a Work Clothes Allowance of \$160.00 each calendar year (January 1 through December 31, 1995; January 1 through December 31, 1996; January 1 through December 31, 1997).

Note: A Downriver vendor will be utilized.

It is further agreed that employees shall wear their uniform at all times while on duty. Any employee who reports to work without the proper uniform may, at the discretion of management, be sent home, in which event he will not be entitled to any pay for that day. Six (6) months after an employee has received his Work Clothes Allowance they will become his property and he shall not have to return them upon termination of employment.

It shall be the responsibility of the employees to provide for the laundering of their uniforms.

Section 6 The Hospital will not assign work to part-time employees out of classification for the purpose of avoiding the assignment of overtime work to regular full-time employees.

Section 7 - Impairment Employees who are suspected of being under the influence of a foreign substance while at work during the employee's work time will be required to participate in a lab test to determine the presence or absence of foreign substances. Failure to participate in such test will be considered further evidence of impairment and may result in disciplinary action including termination from employment.

Section 8 - Paychecks Each employee covered by this Agreement will be paid by check on alternating Fridays. Employees who work on the 3:00 p.m. to 11:00 p.m. shift or are scheduled off on a Friday, may pick up their checks on Thursday afternoon after 3:00 p.m. following the pay ending. No employee will cash or otherwise negotiate a paycheck prior to 7:30 a.m. on Friday.

ARTICLE XXII Jurisdiction

Employees of the Hospital not covered by the terms of this Agreement may perform work normally and regularly performed by Members of the Bargaining Unit only for purposes of instructional training, experimentation or in cases of emergency.

ARTICLE XXIII Duration

Section 1 This Agreement shall become effective September 21, 1994, upon execution by the proper officers of the Hospital and the Union, and after receipt by the Hospital from

ARTICLE XXIII
Duration

Section 1 This Agreement shall become effective September 21, 1994, upon execution by the proper officers of the Hospital and the Union, and after receipt by the Hospital from the Union of written notice that this Agreement and all supplements thereto have been ratified by the Union.

Section 2 This Agreement shall continue in full force and effect until 11:59 p.m. on September 20, 1997.

Section 3 This Agreement shall thereafter continue in effect for successive periods of one (1) year after September 20, 1997, unless notice is given in writing by either the Union or the Hospital to the other party at least ninety (90) days prior to September 20, 1997, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment or termination as such notice may indicate.

**RIVERSIDE OSTEOPATHIC
HOSPITAL**

Debra A. Smith 3.16.95
Harold W. [Signature]
Sharon G. [Signature]

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**

[Signature]
Greg [Signature]
Jennifer L. [Signature]

APPENDIX A - 1

The wages represent a three percent (3%) pay increase to become effective the first full pay period after September 21, 1994.

Job Classification	Years of Service			
	0 to 4	5 to 9	10 to 14	15+
Licensed Boiler Operator	\$15.30	\$15.41	\$15.58	\$15.82
Maintenance Technician	17.43	17.53	17.72	17.95
Journeyman Electrician	16.56	16.70	16.88	17.09
General Maintenance Electrician	15.33	15.45	15.63	15.85
General Maintenance Plumber	15.33	15.45	15.63	15.85
General Maintenance Carpenter	15.33	15.45	15.63	15.85
General Maintenance Refrigeration Mechanic	15.33	15.45	15.63	15.85
General Maintenance Telecommunications	15.33	15.45	15.63	15.85
General Maintenance	13.72	13.83	14.02	14.26
General Maintenance Helper	11.95	12.05	12.24	12.47
Groundskeeper	11.95	12.05	12.24	12.47
Painter (+ \$.45 + 3% increase)	12.41	12.51	12.70	12.94
Summer Seasonal Groundskeeper*	7.49			

*The job classification of Summer Seasonal Groundskeeper may be utilized by the Hospital for a maximum of one hundred twenty (120) calendar days during the period May 1 to September 30 each year. This employee will receive wage rate set forth above but will not be covered by any of the other provisions of the Agreement.

APPENDIX A - 2

The wages represent a three percent (3%) pay increase to become effective the first full pay period after September 21, 1995.

Job Classification	Years of Service			
	0 to 4	5 to 9	10 to 14	15+
Licensed Boiler Operator	\$15.76	\$15.87	\$16.05	\$16.29
Maintenance Technician	17.95	18.06	18.25	18.49
Journeyman Electrician	17.06	17.20	17.39	17.60
General Maintenance Electrician	15.79	15.91	16.10	16.33
General Maintenance Plumber	15.79	15.91	16.10	16.33
General Maintenance Carpenter	15.79	15.91	16.10	16.33
General Maintenance Refrigeration Mechanic	15.79	15.91	16.10	16.33
General Maintenance Telecommunications	15.79	15.91	16.10	16.33
General Maintenance	14.13	14.24	14.44	14.69
General Maintenance Helper	12.31	12.41	12.61	12.84
Groundskeeper	12.31	12.41	12.61	12.84
Painter	12.78	12.89	13.08	13.33
Summer Seasonal Groundskeeper*	7.71			

*The job classification of Summer Seasonal Groundskeeper may be utilized by the Hospital for a maximum of one hundred twenty (120) calendar days during the period May 1 to September 30 each year. This employee will receive wage rate set forth above but will not be covered by any of the other provisions of the Agreement.

APPENDIX A - 3

The wages represent a three percent (3%) pay increase to become effective the first full pay period after September 21, 1996.

Job Classification	Years of Service			
	0 to 4	5 to 9	10 to 14	15+
Licensed Boiler Operator	\$16.23	\$16.35	\$16.53	16.78
Maintenance Technician	18.49	18.60	18.80	19.04
Journeyman Electrician	17.57	17.72	17.91	18.13
General Maintenance Electrician	16.26	16.39	16.58	16.82
General Maintenance Plumber	16.26	16.39	16.58	16.82
General Maintenance Carpenter	16.26	16.39	16.58	16.82
General Maintenance Refrigeration Mechanic	16.26	16.39	16.58	16.82
General Maintenance Telecommunications	16.26	16.39	16.58	16.82
General Maintenance	14.55	14.67	14.87	15.13
General Maintenance Helper	12.68	12.78	12.99	13.23
Groundskeeper	12.68	12.78	12.99	13.23
Painter	13.16	13.28	13.47	13.73
Summer Seasonal Groundskeeper*	7.94			

*The job classification of Summer Seasonal Groundskeeper may be utilized by the Hospital for a maximum of one hundred twenty (120) calendar days during the period May 1 to September 30 each year. This employee will receive wage rate set forth above but will not be covered by any of the other provisions of the Agreement.

LETTER OF UNDERSTANDING

September 21, 1994

Between Riverside Osteopathic Hospital

and

International Union of Operating Engineers, Local 547

In the event Riverside Osteopathic Hospital offers Health Alliance Plan as a health care option to Hospital non-represented employees, employees represented by Local 547 will also be offered the Health Alliance Plan health care option on the effective date the benefit is available for Hospital non-represented employees.

RIVERSIDE OSTEOPATHIC
HOSPITAL

David A. Clark

Sharon G. Nease

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO

P. J. Dellow

Dreg Dromowski

Jennifer L. Trudeau