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3/22/99

AGREEMENT

Between

RIVERSIDE OSTEOPATHIC HOSPITAL

and

LOCAL 459, OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC

3-23-96 TO 3-22-99

Riverside Osteopathic Hospital

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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AGREEMENT

THIS AGREEMENT is made and entered into on this 23rd day of March 1993, by and between RIVERSIDE OSTEOPATHIC HOSPITAL, a Michigan non-profit corporation (hereinafter referred to as "Hospital") and LOCAL 459, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter referred to as "Union").

ARTICLE 1

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Hospital and the Union in its capacity as representative of the employees within the bargaining unit, so as to serve the best interest of the parties and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Hospital's success in establishing proper service for the community.

To these ends, the Hospital and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2

Recognition

Section 1, Bargaining Unit. The Hospital hereby recognizes the Union, for the duration of the effective term of this Agreement, as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment of all full-time and part-time office clerical employees employed by the Hospital at its Trenton, Michigan Hospital Facility, including office clerical employees employed in the Business Office Group, Medical Records Group, Registration Group and Communications Group; but excluding professional employees, technical employees, cooperative student employees, volunteer employees, temporary employees, confidential employees, part-time employees working less than sixteen (16) hours per week, guards and supervisors as defined in the Act, and all other employees.

Section 2, Employees Defined. The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in Section 1 of this Article, unless it is otherwise stated or clearly implied. A regular full-time employee is one whose regular scheduled pay period is at least eighty (80) hours, occupies a position and works the shift assignment scheduled by the department head or supervisor, including scheduled days of work. A regular part-time employee is one who occupies a position working on a regular schedule of less than an average of eighty (80) hours per pay period. Those benefits for which regular part time employees are eligible shall be prorated on the same basis as is used for regular full-time employees according to the number of actual regular straight-time hours they work.

- (1) A temporary employee who is hired to work for a specific period not to exceed ninety (90) days or the length of time the employee on leave is off duty and who is told at the time of hire that he/she is a temporary employee for an approximate period of time. Should the temporary employee remain beyond the stated period, then they automatically become regular employees covered under the terms of this Agreement without the usual probationary period.
- (2) A contingent employee is an employee who works on an irregular basis at the convenience of the Hospital and is not covered under this Agreement. A contingent employee is paid at the minimum rate of their job classification. The Hospital will continue its practice of offering part-time employees extra hours before offering the hours to contingent employees.
- (3) Initial Probationary Period. A new employee shall be a probationary employee for the first ninety (90) calendar days of employment. The Hospital shall have no responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of the probationary period; and if that person is subsequently rehired, the person shall start as a new employee and serve a new full probationary period.
- (4) The Hospital has the right to employ any person who is satisfactory to it; also to terminate the employment of any probationary employee during the initial probationary period for any lawful reason whatsoever, or to discipline the employee, and the employee shall not because thereof have recourse to the grievance procedure to this Agreement.

(5) Probationary Period in a New Classification. The probationary period for a seniority employee changing classifications shall be for ninety (90) calendar days. The Hospital and the Union can agree to extend this ninety (90) day probationary period. Employees have full rights and coverage of this Agreement during such probationary period. The purpose of such probationary period is to establish the employee's qualification for the new classification. Employees failing to qualify for such opening during the probationary period, pursuant to written justification by the employee's supervisor, shall be permitted to return to their former position during the probationary period.

Section 3, 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 3

Management Rights and Responsibilities

Section 1, Rights. The Hospital management has the sole and exclusive right to manage and operate its facility, including, but not limited to, all operations, activities and the direction of its working force of employees, 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, Rules. The Hospital shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Hospital.

Section 3, Limitations. Nothing in the above Sections 1 and 2 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.

ARTICLE 4

Union Security and Check-Off

Section 1, Employees Who Are Members on Effective Date. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Section 2, Employees Who Are Not Members on Effective Date. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

Section 3, New Employees Required to Become Members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after satisfactory completion of their probationary period as provided in this contract.

Section 4, Employees Who Tender Initiation Fee. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

Section 5, Employees Deemed Members. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 6, Employees in Arrears to be Notified. The Hospital shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

Section 7, Termination for Failure to Tender Dues. Any employee to whom membership in the Union is denied, or whose membership is terminated by the Union by reason of his/her failure to tender the

initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be retained in the bargaining unit. No employee shall be terminated under this Section, however, unless:

- (a) The Union first has notified him/her by letter, addressed to him/her at the address last known to the Union, concerning his/her delinquency in not tendering the initiation fee and periodic dues required under this Section, and warning him/her that unless such fee and dues are tendered within seven (7) days, (s)he will be reported to the Hospital for termination from employment as provided herein; and
- (b) The Union has furnished the Hospital with written proof that the foregoing procedure has been followed, but the employee has not complied, and on this basis, the Union has requested in writing that (s)he be discharged from employment in the bargaining unit.

Section 8, No Coercion or Solicitation. The Union agrees that neither it, nor its members, nor anyone acting on its or their behalf or with their consent or permission, shall coerce, intimidate or discriminate either for or against any employee or employees with respect to their right to work, and further agrees that there shall be no solicitation of employees for initiation fees or dues during an employee's working time.

Section 9, Deduction and Remittance. The Hospital shall deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, his/her initiation fee and current monthly Union membership dues, not including any special assessments or fines or other levies. Such deductions will be made from the first pay receivable by the employee during that month in which (s)he has sufficient net earnings to cover the same, and they will be remitted by the Hospital to the Union not later than the twenty-fifth (25th) day of that month, along with a record of the names of the employees for whom deductions have been made and the amounts thereof.

The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason, such as error or the like, it fails to make a deduction for any employees as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Union.

Each employee and the Union hereby authorize the Hospital to rely upon and to honor certifications by the Secretary-Treasurer of the

Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract, unless revoked upon written notice within thirty (30) days prior to any anniversary date of this contract. Any revocation notice must be given both to the Hospital and to the Union.

Section 10, Check-Off Authorization Forms. The check-off authorization forms shall be furnished by the Union. They shall conform to all requirements of the law, shall contain such employee identification, including social security number, as shall be required by the Hospital, and shall be signed by the employee.

Blank check-off authorization forms will be made available to new employees at the time of hire by the Human Resources Department.

Section 11, Indemnification. The Union shall indemnify the Hospital and hold it harmless against any loss or claims for damages resulting from payment to the Union of any sums deducted under this Article and, in the event any action or claim is commenced against the Hospital to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim.

Section 12, Distribution of Agreement. The Hospital will make available to all newly-hired bargaining unit employees a copy of the Agreement upon completion of the probationary period. The Hospital and the Union will share the cost of printing the Agreement.

ARTICLE 5

Representation

Section 1, Groups Represented. For the purpose of representation of employees in processing through the grievance procedure hereof, any grievances that may be presented hereunder the employees shall have the right to designate one (1) Steward and one (1) alternate from those employees in the bargaining unit employed in each of the following groups to represent employees in such group: Business Office, Registration, Medical Records and Communications. One of the stewards will be designated by the Union as the Chief Steward. All of the Stewards and alternates must be employed within the bargaining unit and must have at least six (6) months' seniority therein. Such designation shall be made in the manner which is

determined by the Union. An alternate shall act only in the absence of a Steward.

Section 2, Notice of Steward's Appointment. The names of the Chief Steward, Steward, the alternate and the President of the Union shall be certified to the Hospital by the Union in writing promptly after their designation; likewise as to any changes therein.

Section 3, Procedures for Steward. The Steward will be allowed to leave his/her regular job for the investigation and processing of grievances in accordance with the grievance procedure hereof, provided (s)he first secures his/her supervisor's consent, which shall not unreasonably be withheld.

The chief steward, in addition to the above, shall participate in the Step 3 and above grievance meeting and serve as the Union's representative in other capacities if mutually agreed upon by the Union and the Employer.

Section 4, Pay Allowances for Steward. The Steward, during his/her working hours and when acting as such, will be paid by the Hospital at his/her regular straight-time hourly rate of pay for working time necessarily and reasonably lost by him/her in the presentation of grievances in accordance with the grievance procedure, up to four (4) hours in any two-week period. In the event additional time is required to investigate and resolve grievances, the additional time must be approved by the Director of Human Resources as the additional time becomes necessary. The Hospital will not pay the Steward for any time spent in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Hospital's premises, or that are conducted or attended by any governmental agency or agent.

Section 5, Access to Hospital Premises. Representatives of the Union may enter the Hospital for any proper Union business; provided that they have secured prior permission of the Director of Human Resources, or his/her designee. In requesting such permission, the Union representatives shall designate the Union business under consideration. The Hospital shall grant permission to the Union representative to visit the Hospital for the above limited purpose at a mutually agreeable time and place. No representative of the Union, including representatives who are employed by the Hospital not scheduled to work shall enter the Hospital, except under the above conditions.

Section 6, Bargaining Committee. For purposes of collective bargaining negotiations in connection with renewals of this Agreement, the Union Bargaining Committee shall be made up of the

four Stewards selected in accordance with Section 1 hereof. The alternate Steward may act in the absence of the Steward as a member of the Bargaining Committee. Members of the Bargaining Committee will not be paid for time spent in negotiations, but will receive credit for actual time spent in negotiations with the Hospital toward accrual of sick/personal days, vacation and pension if otherwise eligible.

ARTICLE 6

Grievance Procedure

Section 1, Definition and Purpose. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of this Agreement and do not apply to claims arising under the Hospital's Retirement Plan, Group Insurance Plan, Blue Cross/Blue Shield Plan or the Employees' Suggestion Plan. However, the claim to failure of the Hospital to contract with providers of the Group Insurance Plan or Blue Cross/Blue Shield Plan, or to provide for the Retirement Plan so as to make these benefits available to eligible employees, is subject to the grievance procedure.

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 grievance 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. If an employee has such a grievance, it 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 employee and by the Union representative.

Step 1. An employee who believes he/she has a grievance shall discuss it with their immediate supervisor within the fifth (5th) calendar day after it arises in an attempt to settle the matter. The immediate supervisor shall respond to the grievance at the time of the initial discussion, whenever possible. If the response is

not able to be given at the time of the initial discussion, the immediate supervisor shall respond within the second (2nd) calendar day following the initial discussion.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing and signed by the grieving employee and presented by either the employee or the employee's representative to the employee's department manager within three (3) calendar days after the disposition at Step 1. The written grievance shall specify the Article and the Section of the agreement allegedly violated, when applicable. The department manager shall give a written disposition of the grievance within three (3) calendar days of such meeting. If the employee's immediate supervisor is also the employee's department manager, the grievance shall bypass this Step 2 and advance directly to Step 3.

Step 3. If the grievance is not settled at the previous step, the written grievance shall be presented either by the employee or the employee's Union representative within the first five (5) calendar days after disposition at the previous step, to the Director of Human Resources, or designee, for consideration. The Director shall give a written signed disposition within five (5) calendar days after the Step 3 meeting.

Step 4. If the grievance is not settled at Step 3, the employee or his/her representative, shall file, within five (5) calendar days after disposition at Step 3, a written copy of the grievance with a request for a meeting with the Vice President of the Hospital. A meeting between the aggrieved and his/her representative, the Vice President of the Hospital, or his/her designated representative, and any additional representatives the Hospital may designate for that purpose, shall take place within seven (7) calendar days from the date the appeal is received. The written signed disposition of the grievance at this step shall be given to the Steward within seven (7) calendar days after the conclusion of such meeting.

Step 5. Upon written notice of intention to arbitrate such written grievance, to be given by the Union representative to the Vice President within five (5) calendar days after disposition at Step 4, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.

- (a) The parties shall promptly endeavor to agree on the selection of an arbitrator. If they have not so agreed within seven (7) calendar days after the submission to arbitration, the employee or his/her representative shall, within the next seven (7) calendar days, request the Federal Mediation and Conciliation Service to cause the selection of an arbitrator to be made in

accordance with its voluntary labor arbitration rules then in effect.

- (b) The written grievance shall then be arbitrated by the arbitrator in accordance with such voluntary labor arbitration rules.
- (c) The jurisdiction of an arbitrator hereunder shall be limited to employee grievances arising out of the interpretation or application of this Agreement, including any written amendments hereof or written supplements hereto, but shall not extend to any Retirement Plan, Group Insurance Plan, Blue Cross/Blue Shield or the Employees' Suggestion Plan, except a claim of failure of the Hospital to contract with providers of the Group Insurance Plan, Dental Plan or Optical Plan, or to provide the Retirement Plan, as required by this Agreement. The arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decisions.
- (d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.
- (e) The arbitrator's fee and expenses and the charge of the Federal Mediation and Conciliation Service shall be borne equally 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 in any way in such arbitration, except as to any award made to the aggrieved.
- (f) The arbitrator shall render his/her decision not later than thirty (30) days from the date of the close of the arbitration proceedings, unless such time limit is extended by the mutual agreement of the parties.

Section 3

- (a) No grievance will be considered at any step unless it is filed and processed within the respective time limits and according to the procedure set forth in this Article. If a grievance is not advanced from one step to the next as specified, it shall be considered either to have been settled in accordance with the last disposition made by the Hospital or to have been abandoned with like effect as if it had been settled to the Hospital's last disposition. Failure to comply with the time

limit for the first step shall be deemed waiver of the grievance. The time limits within the steps of the grievance procedure may be extended by mutual agreement in writing on specified grievances.

- (b) The Hospital shall not be required to pay back wages more than five (5) days before the date a written grievance is filed. In the case of a pay shortage of which the employee would not have been made aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay.

Section 4. Any individual employee shall have the right to file and present on his/her own behalf his/her own grievance in Steps 1 through 3, in accordance with the above procedure, without the assistance of any representative. No settlement of any grievance shall be made which is inconsistent with any of the provisions of this Agreement. If the grievance facts are personal to the Group Steward that would ordinarily process such grievance through the grievance procedure such Group Steward may be represented by another designated Primary Group Steward.

Section 5. Grievance Due to Discharge or Suspension. Should a discharged or suspended employee consider the discharge or suspension to be improper and desire to avail himself of the grievance procedure, such employee may present a complaint in writing within five (5) calendar days through his/her designated representative and commence the processing of the same at Step 3 of the grievance procedure. A discharged employee shall be given an opportunity to interview his/her Steward before leaving the Hospital premises, if such Steward is available.

Section 6, Computation of Calendar Days. As used in this Article 6, the phrase "calendar days" shall mean Monday, Tuesday, Wednesday, Thursday and Friday, unless one of such days is one of the holidays set forth in Article 12, Section 1, in which case it shall be excluded as a calendar day for computation of time limits under this Article.

ARTICLE 7

No Strike, No Lockout

Section 1. No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Hospital. Furthermore, they 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 operations of the Hospital, or in any conduct which causes or results in such interference. Any employee who engages in any of such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

Section 2. The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend or in any way participate in or lend support to any of the conduct which is prohibited by Section 1, and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

Section 3. The Hospital agrees that it will not lock out its employees.

ARTICLE 8

Seniority

Section 1, Acquiring Seniority. A full time/part time employee shall acquire seniority upon completion of his/her probationary period and his/her name shall thereupon be placed upon the seniority list in the job classification in which (s)he is then working and with his/her seniority date, which shall be his/her date of last hire.

Section 2, Seniority Lists. The Hospital shall maintain a single seniority list showing both full and part-time employees. The Hospital will quarterly furnish the Union a seniority list with name, seniority date, classification and rate of pay.

Section 3, Seniority System. Other than for purposes of layoff and recall, seniority shall be by job classification within the departments listed in Article 2, Section 1, of this Agreement. An employee shall be entitled to exercise their seniority only within their own job classification in their own department, except as otherwise provided in Section 5 and Section 8 of this Article.

Section 4, Transfer of Seniority.

- (a) If an employee with seniority in one job classification transfers to another classification in the same department, or to a job classification in another department, his/her

seniority shall apply only in the former classification until (s)he has worked for ninety (90) calendar days in the new classification; whereupon his/her full seniority shall apply in his/her new classification, but not at all in the former classification. During that ninety (90) calendar day period, the employee shall be considered to be on a trial period in the new classification, and if the employee is transferred back to the former classification during such ninety (90) day period, (s)he shall be entitled to exercise his/her seniority in the former classification.

- (b) If a seniority employee is transferred from a part-time status to a full-time status, or vice-versa, within the same classification, his/her seniority shall apply only in his/her former status until (s)he has worked for thirty (30) calendar days in his/her new status; whereupon his/her full seniority shall apply in his/her new status, but not at all in the former status.
- (c) If a seniority employee is transferred from a part-time status to a full-time status, or vice-versa, and changes classification, his/her seniority shall apply only in his/her former status and classification until (s)he has worked for ninety (90) calendar days in the new status and classification; whereupon his/her full seniority shall apply to the new status and classification, but not at all in the former status and classification; and during that ninety (90) day period, the employee shall be considered to be on a trial period in his/her new status and classification, and if the employee is transferred back to his/her former classification and status during such trial period, (s)he shall be entitled to exercise his/her seniority in his/her former status and classification.

Section 5, Determining Seniority.

- (a) An employee's seniority, in whatever job classification it applies, shall be computed and governed by the employee's seniority date as determined under the provisions of this Article.
- (b) Union Stewards, as authorized by Article 5, Section 1, shall head the seniority list in their respective job classifications in their department for the purpose of layoff and recall only. An alternate Steward shall have preferred seniority under this Subsection only if acting in the absence of a Steward who is absent from work on an approved leave of absence.

Section 6, Seniority Records. The Hospital shall maintain up-to-date records. As soon as practicable after this Agreement becomes effective, and each six (6) months thereafter, the Hospital will compile a seniority list from its current records and will furnish one (1) copy of same to each Steward and one (1) copy to the Union. A copy of the list shall thereupon be posted on the Hospital bulletin board for a period of thirty (30) days. Upon the expiration of such thirty (30) day period of posting, such list shall stand as correct and accepted by all parties. An employee's seniority date therein will be that which is shown upon the Hospital's records. The Hospital will notify the Union in writing of any changes in or additions to such list as soon as practicable after they occur.

Section 7, Shift Assignments. Where it is necessary to assign an employee to another shift, the employees in the classification capable of performing the work will be given the opportunity to accept the assignment with the employee having the most classification seniority being preferred. If no employee volunteers, the employee with the lowest seniority in the classification who is capable of performing the job will be selected.

Section 8, Layoff and Recall. In the event the Hospital determines a reduction in work force is needed, employees to be affected shall be given a one (1) calendar week written notice of layoff, either in person or by Certified Mail. The Hospital shall give written notice to the Union at the same time with the names of employees to be laid off.

In the event of a reduction in force within a job classification within a group, the following order shall be followed:

- All temporary employees
- All initial probationary employees
- All new probationary transfers are returned to their former classification and all other affected employees in succession
- Seniority employees in reverse order of seniority
- Seniority employees in the classification to be affected may volunteer to accept a layoff, retirement or reduction in hours.

For the purpose of layoff and recall of employees, there shall be the following four (4) Groups within the bargaining unit:

BUSINESS OFFICE GROUP

Business Office Clerk
Data Clerk
Accounting Clerk
Verification Clerk

MEDICAL RECORDS GROUP

Medical Records Clerk
Medical Records Data Clerk
Correspondence Clerk
Medical Records Technician
Accredited Record Technician

REGISTRATION GROUP

Registration Clerk I
Registration Clerk II

COMMUNICATIONS GROUP

PBX Operator
Information Clerk
Mail Clerk

Process:

1. An employee who is laid off may, seniority permitting, displace a less senior employee working in a job classification in the same pay grade or a lower pay grade in the same group, provided the employee can perform the duties of such job classification with minimal training and possesses the minimum qualifications for the classification.
 - a) Bumping options will be presented to the employee by the Human Resource Department. The employee will have twenty-four (24) hours from the time the options are presented to choose an option.
2. If the affected employee does not have sufficient seniority to displace an employee as set forth above, the employee will be allowed to displace a less senior employee working in a job classification which the employee has previously held within the bargaining unit.
3. If the affected employee does not have sufficient seniority to displace an employee as set forth above, the employee will be allowed to displace a less senior employee working in a job classification in the same pay grade or a lower pay grade in another group in which the employee possesses the minimum

qualifications and would be able to promptly perform the duties of the classification.

4. An employee who elects to exercise their seniority and displaces a less senior employee in another job classification will move to the same position (six months, one year, two years, etc.) on the wage scale in the new classification that the employee was placed in their previous classification.
5. Full-time employees may displace less senior full-time or part-time employees.
6. Part-time employees may only displace other part-time employees with an equal or lesser F.T.E. status.
7. An employee shall acquire seniority upon completion of his/her probationary period and his/her name shall thereupon be placed upon the seniority list in the job classification in which (s)he is then working and with his/her seniority date, which shall be his/her date of last hire. When employees in the bargaining unit have the same date of hire, their seniority will be determined by their Social Security Number beginning with the first digit of the Social Security Number and will continue to sort through the entire Social Security Number when necessary.

Example:	123-45-6789	Highest seniority
	234-56-7890	
	345-67-8901	Lowest seniority

8. Laid off employees shall be offered contingent hours/shifts prior to any hours being offered to any contingent employees. Laid off employees shall be offered these hours in seniority order. If a laid off employee refuses the offer of contingent hours/shifts on three (3) occasions in a one (1) month period, the laid off employee will automatically waive their right to preference in offering of the contingent hours/shifts, however, the laid off employee shall remain on contingent status. Any contingent hours/shifts worked by laid off employees will not affect their status for recall.
9. Recall shall be in order of seniority. The employee will be on recall for a period of one year from the date of layoff. The employee shall have the option of extending their recall rights for one (1) additional six-month (6) period. The Hospital will send a written notice by Certified Mail to the employee prior to the end of this one (1) year period informing them of the expiration date of recall and of this option to extend. If the employee wishes to extend their recall rights, they must give

the Hospital written notice of such request within three (3) days of receipt of this notice. If the employee fails to respond within said period of time, their name will be removed from the seniority list and they will be terminated.

10. Openings occurring in a classification affected by a layoff shall not be posted under Article 9, Section 1(a) until all seniority employees laid off from the classification have been recalled.
11. The Hospital will notify the Union of all job vacancies in the bargaining unit which are posted whenever anyone in the bargaining unit is on layoff within twenty-four (24) hours of the posting.

Employees on layoff pursuant to the layoff provisions of the Agreement may bid for posted openings or vacancies occurring within the bargaining unit. The Union will be responsible for notifying employees on layoff of such vacancies.

12. All laid off employees shall be placed on a single recall list. Full-time employees may be recalled to either full-time or part-time positions, however, if a full-time employee is recalled to a part-time position and the full-time employee refuses the part-time position, the employee thereafter will only be eligible to be recalled to full-time positions.

Part-time employees are eligible to be recalled to the same or less part-time F.T.E. status held at time of layoff. If a part-time employee is recalled to a part-time F.T.E. status that is less than the employee held when laid off and the employee refuses the position, the employee is only eligible to be recalled to the F.T.E. status held when they were laid off.

Should the most senior employee in a classification on recall refuse the position, the next most senior employee will be recalled and so on.

An employee who has been placed in another classification and refuses recall to their former classification and status will be removed from the recall list for that classification. An employee who is on layoff status and refuses recall or fails to respond within three (3) calendar days from notice of recall will be removed from the recall list and terminated. An employee will not be removed from recall for declining or accepting recall to a position other than the status (s) he had at the time of layoff.

Employees who take a voluntary layoff or voluntary reduction in hours or who bump into other classifications or another status will be placed on the recall list to be returned to their former classifications and status held prior to the layoff.

Notice of recall will be by Certified Mail or telegram to the employee at the last known address of such employee as shown on Hospital records. The Chief Steward will be provided a copy of recall notices.

Section 9, Transfer Between Departments. The transfer of employees from one department to another shall be at the sole discretion of the Hospital. If an employee wishes to be transferred to another department, (s)he shall submit his/her name and qualifications to the Director of Human Resources, who will give consideration to him/her when an opening occurs in that department. An employee's request for transfer will not be unreasonably withheld.

Section 10, Loss of Seniority. An employee shall lose seniority and the employee's name shall be removed from the Hospital's payroll in any of the following events:

- (a) Employee quits.
- (b) Employee is discharged for just and proper cause.
- (c) Employee is laid off for a continuous period of one (1) year.
- (d) Employee retires.
- (e) If, when given at least five (5) calendar days' notice by telegram or certified mail by the Hospital to return to work after a layoff, the employee fails to return at the time designated in such notice.
- (f) If an employee is absent from work three (3) consecutive work days without a reason acceptable to the Hospital.

Section 11, Discharge for Just Cause. It is hereby agreed that the Hospital has the right to suspend and/or discharge for just and proper cause. Just and proper cause for discharge shall include but is not limited to:

- (a) Assault on the premises;
- (b) Intoxication or drinking on the job or on the premises;

- (c) Insubordination or refusal to carry out the reasonable instructions of a supervisor;
- (d) Moral turpitude;
- (e) Obtaining leave of absence under false pretense;
- (f) Failure to report to work after expiration of an approved leave of absence;
- (g) Theft, misappropriation or destruction of property or supplies without written authorization;
- (h) Illegal use of drugs or narcotics on the job or premises.
- (i) Falsification or alteration of records, including all personnel, Hospital and patient records.

Any of the above actions of employees resulting in the discharge of an employee shall be subject to the grievance and arbitration procedure of this Agreement as to matters of fact.

The Union reserves the right to argue the reasonableness of any rule it has not previously agreed to as well as the application of that rule to a specific grievance fact situation.

Section 12, Resignation. Should any employee wish to resign, two (2) weeks written notice must be given to his/her supervisor or department head. Failure to give proper notice will result in loss of terminal benefits.

ARTICLE 9

Job Bidding

Section 1.

- (a) All job vacancies within the bargaining unit shall be posted first in the department by classification for a period of three (3) days and, if not filled from within, shall be posted to the bargaining unit for a period of five (5) days, excluding Saturdays, Sundays and holidays, during which time employees may apply for transfer to the posted vacancies by submitting their names and qualifications to the Human Resource Department.

- (b) Temporary assignments may be posted if a medical leave of absence is for fourteen (14) continuous days or more, if the hospital elects to fill the position temporarily up to one hundred eighty (180) days (as set forth in Article 10, Section 7 of this Agreement).

Employees filling a temporary assignment created by a medical leave of absence will receive the health insurance benefits applicable to their status and eligibility under Article 14, Section 9.

Upon expiration of the temporary assignment created by a medical leave of absence less than one hundred eighty (180) days, such employee awarded the assignment shall return to his previous status, job and shift.

If the employee whose absence created the temporary assignment does not return to work within one hundred eighty (180) days and the hospital determines a need to fill the position, the employee filling the temporary assignment will be awarded the position.

- (c) Employees may apply for posted vacancies for purposes of promotion, demotion, transfer from one department to another or from one shift to another.
- (d) Employees will be selected to fill job vacancies on the basis of their qualifications, attendance and discipline records (over the previous twenty-four (24) months) and ability. When such factors are equal between two (2) or more qualified employees, seniority shall be the governing consideration and the qualified applicant with the greatest seniority shall be granted the position.
- (e) In the event no qualified bargaining unit employees apply, the job vacancies may be filled by new hires or by transfers from outside the bargaining unit.
- (f) An employee will not be promoted, demoted or transferred into another job classification within a department or to another job classification or department so long as there are laid-off employees with seniority in that job classification or department who are qualified to do the work.

Section 2. If an employee is promoted, (s)he will receive the rate of pay in his/her new classification which is the nearest increment to such new classification above his/her straight-time rate of pay immediately preceding such promotion. His/her seniority will continue in his/her previous position and (s)he will be on trial in

the new position for sixty (60) calendar days. After that period, if his/her performance is satisfactory, the promotion will be permanent. If his/her performance is not satisfactory within the sixty (60) day period, (s)he may exercise his/her seniority upon being returned by the Hospital to his/her previous classification.

ARTICLE 10

Leave of Absence

Section 1, Medical Leave.

- (a) Paid Medical Leave. A seniority employee who is unable to work because of illness or injury, upon presentation of a physician's statement documenting the physician's diagnosis and estimated length of disability, shall be granted a leave of absence provided that such physician's statement is subject to verification by the Hospital's physician. A request for extension of a leave of absence and/or Sick and Accident benefits shall not be denied prior to examination by the Hospital's physician and notification of the results of the examination of the employee. Once an employee has exhausted their Sick & Accident benefits, an unpaid medical leave may be granted.
- (b) Unpaid Medical Leave. Upon written request, a medical leave of absence without pay may be granted a seniority employee for illness of not more than four (4) months' duration. An extension will be considered upon written request. The employee must provide acceptable medical documentation showing the need for any extension.
- (c) All certificates or other reports from the employee's attending physician shall be subject to acceptance by the Hospital's physician. If deemed necessary by the Hospital, an examination may be conducted by a physician of the Hospital's choice at the Hospital's expense. If the employee wishes, their own physician may be present, at the employee's expense, at the time of such examination by the Hospital's physician. A statement from the employee's physician showing that the employee is physically able to return to work must be presented to the employee's department manager before returning to duty and must be cleared through Employee Health Services at least 24 hours prior to returning to work.

A written request for sick leave is required in advance of elective surgery.

- (d) Any employee receiving sickness and accident insurance is considered on a medical leave.
- (e) Employees requiring a medical leave shall present their request in writing to their department manager prior to the need of such leave unless circumstances do not allow for prior notice.
- (f) The Hospital shall comply with all provisions of the Family and Medical Leave Act of 1993 including any future amendments which may be made from time to time.
- (g) Employees requesting a medical leave of absence for a non-hospitalized illness must use their sick/personal days before their Sick & Accident benefits begin. Employees will not be required to use their sick/personal days for medical leaves of absence after their Sick & Accident benefits are exhausted.

Section 2, Personal Leave of Absence. After one (1) year of employment, a personal leave of absence without pay may be granted upon recommendation of the employee's department manager 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) The employee agrees when the leave is granted to keep the Hospital informed of any change in his/her status or condition that caused the employee to request the leave.
- (b) Employee benefits shall not accumulate during personal leaves of absence.
- (c) Employees requesting a personal leave of absence must use their accrued vacation prior to beginning the personal leave.

Section 3, 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 (s)he is an employee, (s)he receives an Honorable Discharge and (s)he

reports for work within ninety (90) days of the date of discharge.

- (b) A full-time 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.

Section 4, Educational Leave. Upon written application, a full-time employee after one (1) year of employment may be granted a leave of absence without pay, to pursue a full-time education program in any approved health 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. An educational leave shall require the recommendation of the employee's department manager and the approval of the Director of Human Resources. Employees requesting an educational leave of absence must use their accrued vacation prior to beginning the educational leave.

Section 5, Bereavement Leave. After completion of the initial probationary period, a full-time employee or a part-time employee will be allowed time off with pay, up to a maximum of three (3) scheduled working days, which occur between and including the date of death and the day of the funeral, to attend the funeral or, when necessary, to make funeral arrangements of the employee's father, mother, stepparents, father-in-law, mother-in-law, spouse, child, stepchildren, sister, brother, grandchildren, grandparent, or any blood relative or in-law permanently residing in the employee's household. For a brother-in-law and sister-in-law, employees are eligible for a maximum of one (1) scheduled working day on the day of the funeral. An additional day of leave with pay will be granted the employee if the funeral is held more than three hundred (300) miles from the City of Trenton. The employee must attend the funeral of the relative and furnish reasonable proof of such attendance in order to receive pay under this section. Pay for each day of the bereavement leave herein shall be computed at the employee's regular scheduled hours for each day up to eight (8) hours at the regular straight-time hourly rate the employee would have received if said employee had worked. An employee will not be entitled to additional pay for any time worked on any part of a day for which the employee would have been entitled to be off with pay under this section. Bereavement compensation shall not be considered as time worked for purposes of computing overtime.

Section 6, Jury Duty Leave. After completion of the probationary period, a full-time employee or a part-time employee who is regularly scheduled to work thirty-two (32) hours or more per week, who is summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between the jury duty fee which (s)he receives for such services and his/her then current straight-time rate which (s)he would have received if (s)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 7, Returning from a Leave of Absence. The employee must return to work on the first scheduled work day following the expiration date of a leave of absence. An employee returning from a leave of absence shall notify their supervisor at least forty-eight (48) hours prior to such intended return to work date and be cleared through Employee Health Services at least 24 hours prior to return date.

- (a) Employees returning from a medical leave of absence of one-hundred eighty (180) days duration or less will be assigned to the position, unit and shift the employee held at the time the leave commenced, as soon as the necessary schedule adjustments can be reasonably accomplished, and in any case, within five (5) calendar days from the intended date of return.
- (b) Employees returning from a medical leave of absence of more than one hundred eighty (180) days duration will be offered any opening in the bargaining unit which is available and which the employee is qualified and capable of performing satisfactorily. If no position is available, the employee will be placed on the recall list pursuant to Article 8, Section 8 of this Agreement.
- (c) Employees returning from a leave of absence (other than a medical leave) of ninety (90) days duration or less will be assigned to the position, unit and shift the employee held at the time the leave commenced, as soon as the necessary schedule adjustments can be reasonably accomplished, and in any case, within five (5) calendar days from the intended date of return.
- (d) Employees returning from a leave of absence (other than a medical leave) of more than ninety (90) days duration will be offered any opening in the bargaining unit which is available and which the employee is qualified and capable of performing satisfactorily. If no position is available, the employee will be placed on the recall list pursuant to Article 8, Section 8 of this Agreement.

- (e) Requests for extensions of a leave of absence must be received and approved prior to the expiration date of the current leave.
- (f) Employees shall continue to accumulate seniority during any leave of absence provided under Article 10 of this Agreement.

ARTICLE 11

Vacations

Section 1, Eligibility and Computations. Each full-time employee who has at least one year's seniority shall, after the completion of his/her first and subsequent full years of service in full-time status, be entitled to annual vacation with pay during the next ensuing year of his/her employment as hereinafter provided. His/her vacation pay shall be based upon his/her straight-time hourly rate, exclusive of premium of any sort whatsoever, in effect at the end of the period in which this vacation is earned. A full year of service in full-time status means and requires that an employee must actually have worked at least eighteen hundred (1,800) hours in such status for the Hospital during the year starting at the commencement or the anniversary of the commencement of his/her status as a full-time employee.

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

After Completion of Such Service:	Maximum Annual Vacation Accrual
1 to 3 years, inclusive	80 hours (10 days)
4 to 10 years, inclusive	120 hours (15 days)
11 and subsequent years	160 hours (20 days)

Vacation benefits may be approved for no less than one (1) hour increments.

Section 3. In order to be eligible for full vacation pay, a full-time employee must have actually worked eighteen hundred (1,800) hours in the year preceding the vacation year. Employees who have worked less than eighteen hundred (1,800) hours in the year preceding the vacation year shall receive pro-rated vacation pay based on the ratio of hours actually worked to eighteen hundred (1,800).

Section 4, Vacation for Part-Time Employees. Part-time employees who have at least one (1) year's seniority shall accrue vacation benefits in proportion to the actual hours worked.

Section 5, Limitations. Vacation time is not cumulative. The maximum amount of vacation accrual that any employee may maintain at any time is an amount equal to two times his/her current maximum accrual. Once an employee reaches the maximum accrual, no additional time will accrue until the employee uses some of his/her accrued time. No money payments in lieu of vacation will be made by the Hospital, except by mutual agreement with the employee and the Hospital.

Section 6, When Vacation May Be Taken. All vacations must be scheduled with and approved by the employee's department head at least one (1) month in advance of the desired vacation time. As far as possible, vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Hospital. In case of conflict in the choice of vacation times, the employee with the most years of service will have the first choice of vacation schedule. After the vacation schedule is established, revision thereof shall be made solely at the discretion of the Hospital. The Hospital will provide approvals or denials of vacation requests within seven (7) calendar days of receipt of such requests, except for those requests covered in Article 11, Section 10, where the Hospital will provide approval or denial within fourteen (14) calendar days of the applicable deadline.

Notwithstanding the other provisions of this Article and the first paragraph of this Section, an employee entitled to vacation may accrue vacation on a pay period basis and may, subject to the approval of the employee's supervisor, schedule such vacation time off in any amount up to, but not exceeding, the amount of the employee's earned vacation accrual as of the starting date of the employee's approved vacation. If an employee does so, such vacation time shall be deducted from the total vacation benefits which the employee has earned for that year.

Section 7, Vacation Benefits on Termination. In the event an employee with more than one (1) year of service terminates his/her employment, (s)he will be paid vacation which has accrued on a pro rata basis.

No vacation benefits will be paid unless the employee gives the Hospital at least two (2) weeks' notice of his/her intention to quit and works the entire scheduled two (2) weeks; provided, that an employee who terminates without returning to work after an approved

medical or maternity leave shall be eligible to receive vacation benefits. If an employee is discharged, (s)he shall receive only such unused vacation benefits as (s)he earned in the vacation year prior to the year of discharge.

Section 8, Vacation Benefits on Death of Employee. In case of an employee's death, accrued and unused vacation benefits to which the employee was entitled at the time of his/her death shall be paid to the persons entitled thereto according to law.

Section 9, Laid-Off Employees. Employees laid off pursuant to the layoff provisions of this Agreement can request and receive unused accrued vacation time during the period of layoff.

Section 10, Vacation Scheduling. Summer vacation requests submitted by March 1st, to be taken between April 1st, and September 30th of each year shall be granted as far as possible when requested. In case of a conflict in the choice of such vacation time, the employee with the greatest seniority will have the first choice of vacation dates. Vacation requests submitted after March 1st of each year will be granted in order of receipt, unless simultaneous requests are made, in which case, seniority shall govern. The final right to the allotment of vacation periods is reserved exclusively to the Hospital.

Winter vacation requests submitted by September 1st, to be taken between October 1st and March 31st of each year, shall be granted as far as possible when requested. In case of a conflict in the choice of such vacation time, the employee with the greatest seniority will have the first choice of vacation dates. Vacation requests submitted after September 1st, of each year will be granted in order of receipt unless simultaneous requests are made, in which case, seniority shall govern. The final right to the allotment of vacation periods is reserved exclusively to the Hospital.

Variations may occur in the above scheduling procedure in particular departments of the Hospital, provided that all affected employees in the department and management have agreed to the alternative scheduling procedure and that seniority is given adequate consideration in the scheduling process. The Union must be notified in writing of the procedure used in each department where a variation occurs.

ARTICLE 12

Holidays

Section 1, Holidays Granted and Eligibility. Each full-time employee after the probationary period, shall be paid eight (8) hours at his/her current straight-time hourly rate, exclusive of premium, for the following holidays not worked:

Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

New Year's Day
Memorial Day
Two (2) floating Holidays

A full-time employee may elect to take a floating holiday anytime during the payroll calendar year, provided that the employee has advised the Hospital in writing of his/her desire to take such floating holiday by no later than the Wednesday preceding the date of preparation of the posted work schedule within which such floating holiday will fall.

Part-time employees who work 64 hours or more per pay period upon completion of the probationary period shall be entitled to one floating holiday during the payroll calendar year. The employee shall be paid his/her regularly scheduled hours up to eight (8) hours at the employee's current straight-time hourly rate, exclusive of premium, provided the employee meets the eligibility rules set forth in this Article.

Section 2, Compensation for Holiday Worked. In the event a full-time or part-time employee is required to work on one of the above-enumerated legal 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/her straight-time hourly rate for all hours actually worked on such holiday.

Provided he/she meets all of the following eligibility rules, and unless otherwise provided in this Article:

- (a) He/she must have seniority as of the date of the holiday.
- (b) He/she must have worked in full his/her last scheduled working day prior to and his/her next scheduled working day after such holiday.

Section 3, Holiday During Vacation. When one of such holidays falls within an eligible employee's approved vacation period and he/she is absent from work because of such vacation, he/she shall be paid for

such holiday in addition to his/her vacation pay, unless the employee and the Hospital agree in writing prior to the start of the employee's vacation that the employee will have an additional day of vacation.

Section 4, Employee Receiving Other Pay; On Layoff; on Leave. In no case will the employee be eligible for holiday pay if, at the time of the holiday, the employee is off work, drawing Workers' Compensation insurance pay, sickness and accident insurance pay, on layoff or on leave of absence.

Section 5, Failure to Work Scheduled Holiday. If an otherwise eligible employee is scheduled to work on such holiday, but fails to work, the employee will not be paid for that holiday unless he/she presents to the head of his/her department an excuse for his/her absence which in the sole discretion of such department head is acceptable to the Hospital and which must be supported by satisfactory proof.

Section 6, Computation of Pay. Each employee who is eligible under the provisions of this Article to be paid for any such holiday not worked by him/her shall be paid eight (8) hours' pay therefore, computed at his/her current straight-time hourly rate which is in effect on that holiday, exclusive of premiums of any sort whatsoever.

Section 7, Limitations. The foregoing provisions of this Article shall apply only to the day on which the specified holiday actually falls, by law, regardless of whether it is observed on any other day for any purpose by any one or generally. Except as provided in Section 1, no employee other than an eligible full-time employee shall be entitled to pay for any holiday not worked by the employee. For the night shift, the holiday shall be considered to begin at 11:00 p.m. of the day preceding the holiday.

ARTICLE 13

Hours and Wages

Section 1, Work Period. The standard work period means fourteen (14) consecutive calendar days beginning 11:01 p.m. on Saturday and ending 11:00 p.m. fourteen (14) days later.

Section 2, Work Day. The standard work day shall not consist of more than eight and one-half (8-1/2) 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, Work Schedules. The Hospital shall plan and post an eight (8) week work schedule at least two weeks in advance of the first working day covered by the schedule. A schedule shall be subject to such changes after it is posted as required by the circumstances. A schedule shall be subject to changes with advance notice to the affected employee.

Employees shall be scheduled to work only two (2) different types of shifts in any seven (7) day work period, unless the employee requests or chooses to do so. In situations where overtime is mandatory, affected employees will be offered to work the third type of shift. However, if the employee does not choose to work, the employee will not be considered for mandatory overtime, unless there is no other bargaining unit employee available to cover the shift.

Alternative scheduling arrangements can be implemented by mutual agreement between the employee and the department head. Requests made by employees for alternative scheduling arrangements will be given due consideration.

The Hospital may institute a variation of shifts from that specified in this Agreement for certain departments or employees with at least two weeks advance notice to affected employees. Such variation of shifts may be ten (10) hour shifts, twelve (12) hour shifts or some other variation thereof. Upon the effective date of such change, the employee shall not be subject to the overtime provisions in Article 13, Section 4, but instead shall be entitled to time and one half (1-1/2) the regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week.

The institution of such variable shifts in any particular department does not obligate the Hospital to institute the same in other departments. The Hospital may terminate the variable shift by giving notice to the employee(s). Upon such termination, the employee will revert to the provisions set forth in the Agreement for all applicable purposes.

No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

Section 4, Overtime Pay.

- (a) Time and one-half (1-1/2) the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours, exclusive of meal periods, in any one standard work day. An employee who

works more than eight (8) hours consecutively shall receive time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of eight (8) hours.

- (b) Time and one-half the regular hourly rate shall be paid for all hours worked in excess of eighty (80) hours in a scheduled fourteen (14) day pay period.
- (c) Overtime paid on a daily basis shall not be included in paying overtime for hours in excess of eighty (80) hours in a scheduled fourteen (14) day pay period. Employees called in to work shall receive a minimum of four (4) hours pay at the applicable rate.
- (d) Paid vacation and paid holidays are included as time worked for purposes of computing overtime, but all other paid or unpaid absences, sick leave or other leaves of absence are not included as time worked in computing overtime.
- (e) In the event it becomes necessary to cover employee absences or additional shifts, the following procedure will be followed in offering these hours:
 - (i) Part-time employees in order of seniority for who the additional hours would not be required to be paid at time and one-half.
 - (ii) Contingent employees for who the additional hours would not be required to be paid at time and one-half.

In the event the above shifts must be filled by use of overtime, the following procedure will be followed:

- (i) All employees off and available to work the shift in order of seniority.
 - (ii) If the shift is still unfilled, the less senior employee who is at work will be required to work the overtime.
- (f) When it becomes necessary for an employee to be contacted by phone in the offering of overtime, it shall be understood the word of the caller as to whether or not a call was made and whether or not contact was made shall be conclusive.
 - (g) Notice of daily overtime will be given consistent with the notice given to the Hospital creating the overtime need and the implementation of the request portion of subsection (e).

(h) Notice of scheduled overtime will be reasonable considering the circumstances.

Section 5, Tardiness. If an employee is more than one (1) hour tardy, his/her supervisor may send him home for the balance of that working day, in which event (s)he shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline or discharge.

Section 6, Time Increments. While it is understood that employees shall be at their designated work place ready for work at their scheduled starting times, (including after breaks and lunch periods), for computing time cards for pay purposes only, tardiness of six (6) minutes or less will not result in a pay deduction. For the purpose of computing overtime compensation or deduction from pay for tardiness, overtime and tardiness increments of less than one (1) hour shall be computed as follows:

<u>Minutes</u>	<u>Tenths</u>
0 through 6	.1
7 through 12	.2
13 through 18	.3
19 through 24	.4
25 through 30	.5
31 through 36	.6
37 through 42	.7
43 through 48	.8
49 through 54	.9
55 through 60	1.0

Section 7, Rest Periods. Employees are provided with two (2) fifteen (15) minute paid rest periods or coffee breaks during each eight (8) hour shift. Breaks are scheduled. If an employee is scheduled to work less than an eight (8) hour day, (s)he shall be allowed a fifteen (15) minute paid rest period during any portion thereof in which (s)he is required to work for four (4) or more consecutive hours.

Section 8, Wage Rates and Premiums.

(a) During the effective term of this Agreement, the straight-time hourly rates for the job classifications which are covered hereby shall be as shown in Schedule Attached hereto and made a part hereof.

(b) The hiring rates for part-time employees shall be the same as those for full-time employees which are specified in Schedule A. Each full-time and part-time employee shall progress to the

rates and steps indicated in the salary schedule as set forth in Schedule A on the effective date of the contract and subsequent anniversary dates of the contract.

- (c) An employee who is laid off under the layoff provisions of this Agreement and is then recalled to work pursuant to the recall provisions of this Agreement will receive any general wage increase granted during the period of layoff, but will not receive credit for time on layoff toward wage progression.
- (d) Employees working four (4) hours or more after 3:00 p.m. but before 7:00 a.m. will receive shift premium for all hours actually worked between 3:00 p.m. and 7:00 a.m. The shift premium will be sixty cents (\$.60) afternoon shift and midnight shift per hour over base pay for each hour so worked.
- (e) Whenever the term "straight-time hourly rate of pay" is used in this Agreement, it refers to and means only the rates of pay which are set forth or which result from the application of Schedule A, and it does not include premium of any sort whatsoever, unless that is expressly stated.
- (f) During the life of the Agreement, should changes in the labor market adversely affect the Hospital's ability to recruit any classification of employees covered by this Agreement, the Hospital and the Union shall meet and discuss any proposed pay increases to such classifications.

Section 9, Bonus Pay Employees with ten (10) years or more of bargaining unit service receive a bonus of \$200 for full-time and \$100 for part-time employees for each year of the contract which they are eligible. Employees reaching their ten (10) years of service as of December 1 of each contract year shall be eligible for a bonus for that year. Bonuses will be paid in December of each contract year.

Section 10, Temporary Transfer Rate. In the event an employee is assigned temporarily to perform the duties of a higher paying classification for a period of four (4) consecutive hours or more, the employee shall be paid the rate of pay set forth in Schedule A for the higher classification that is at least ten cents (\$.10) per hour higher than the rate of pay in the regular job classification. The employee will be paid for time actually worked in the higher paying job classification.

Section 11, Establishing a New Classification. When the Hospital establishes a new job classification, the Hospital shall establish a rate for the new job classification. The rate shall be considered

temporary for a period of seven (7) calendar days following the date of written notification to the Union of its establishment. Within said seven (7) days, the Union may negotiate the rate with the Hospital. Such negotiations will not constitute a re-opening of this Agreement.

Section 12, Work Through Lunch. Bargaining unit members who are required by Hospital management to work through their designated lunch period and who cannot be scheduled off another time during their shift, will be paid for such time provided Management has authorized such time.

ARTICLE 14

Insurance, Retirement and Other Benefits

Section 1, Eligibility - S & A coverage. The Hospital will provide sickness and accident benefits to seniority employees who are actively at work and who meet the following eligibility requirements. Coverage is effective as outlined below and is provided at no cost to employee.

Section 2, S & A Benefits - FT Employees. Full-time personnel with six (6) months or more service will be granted sixty percent (60%) of their weekly straight-time earnings to a maximum of two hundred and twenty two dollars (\$222.00) per week.

This benefit will begin on the first day of accident, the first day of hospitalized illness and on the eighth day of a nonhospitalized illness. The eligibility for and duration of payment is dependent upon the employee's length of service as follows:

- Six (6) Months and Less
- Than two (2) Years Up to 13 Weeks
- Two (2) Years and Over Up to 26 Weeks

Section 3, S & A Benefits - PT Employees. Part-time employees will receive sixty percent (60%) of their average weekly earnings (maximum two hundred and twenty two dollars (\$222.00) per week) computed on the average hours worked during the twelve (12) weeks immediately preceding the illness or disability. 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 day of a non-hospitalized illness. The eligibility and

duration of payment is dependent on the employee's length of service as follows:

- 1,040 Hours and Less
- Than 4,160 Hours Up to 13 Weeks
- 4,160 Hours and Over Up to 26 Weeks

Section 4, S & A Coverage Non-Occupational. Disability due to injury or sickness connected with employment is not covered by sickness and accident insurance.

Section 5, Period S & A Benefits Cover. Employees who qualify for sickness and accident benefits will be paid during sickness only for scheduled working days, or for hours lost because of sickness not to exceed the amount provided for in this Article.

Sickness and 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.

After income protection benefits have been exhausted, the employee must apply for an unpaid leave of absence.

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 health care options that require premium participation should contact the Human Resource Department to arrange for payments to cover their premium participation 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.

Section 7, Sick/Personal Days

- (a) Each full-time and part-time employee will earn sick/personal days on a payroll calendar year basis. Each employee earns sick/personal time at the rate of .040 times compensated hours, up to a maximum of ten (10) days. Thereafter, each year's subsequent bank will be based on the previous year's accrual.
- (b) After completion of six (6) months of employment, employees may borrow up to one-half (½) of their annual accrued

sick/personal time which has been earned and may use this accrued time between their sixth (6th) and twelfth (12th) months of employment.

- (c) 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 and 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.
- (d) Employees will utilize partial sick/personal days in one (1) hour increments. If an employee reports to work and must leave because of illness/personal reasons before completing eight (8) hours, sick/personal time will be used for the remaining scheduled hours unworked.
- (e) Seniority employees with more than six (6) months of employment and who have completed 1,040 hours of work, who terminate employment or who are laid off without expectancy of recall, will be paid all unused sick/personal benefit hours which were accrued. No sick/personal hours will be paid unless the employee gives the Hospital at least two (2) weeks' notice of their intention to terminate and works the entire two (2) week period. On short-term layoff, Bank II will not be paid.
- (f) 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.
- (g) If an employee is discharged, (s)he shall receive only such unused banked sick/personal benefit hours as (s)he earned in the year prior to the year of discharge. (Bank I)
- (h) 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 and each January thereafter.

- (i) Except in cases of emergency, employees who call in ill must telephone their department manager or supervisor at least one (1) hour prior to the start of their shift. If the employee fails to notify their department manager that he/she will be ill, he/she will be marked absent for the day.
- (j) Sick/personal time must be used prior to an employee taking unpaid time for sick/personal reasons. This subsection refers only to time that is normally covered under this section as sick/personal time and does not affect extended personal or educational leaves of absence.

Section 8, Bonus Program for Sick/Personal Days

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

Example: \$8.00 per hour x 10 days = \$640.00 x 125% = \$800.00.

Section 9, Health, Dental and Optical Insurance

- (1) On January 1, 1997, and each January 1 thereafter for the life of this Agreement, the Hospital will offer full-time employees and part-time employees in a budgeted sixty-four (64) hours F.T.E. status (bi-weekly) the same health, dental and optical insurance choices, terms and conditions offered to the Hospital's non-represented full-time and part-time employees in a budgeted sixty-four (64) hour F.T.E. status (bi-weekly).
- (2) Effective the first day of the month following the effective date of ratification of this Agreement, the Hospital will provide part-time employees who are in a budgeted forty to sixty-three (40-63) hour F.T.E. status the following part-time benefits:

- (a) Health insurance: Comprehensive Major Medical (CMM-250) with deductibles of \$250/500 and 80-20 co-insurance, including prescription drug rider \$5 co-pay at no cost to the employee. The employee must pay the entire premium for spouse and dependents.
 - (b) Dental insurance: Diagnostic Benefits with 80/20 co-pay; Basic Benefits with 80/20 co-pay; Prosthetics Benefits with 50/50 co-pay; \$1,000 annual maximum. The employee must pay 50 percent of the premium for self, spouse and dependents.
 - (c) Optical insurance: The employee must pay for optical insurance coverage for self, spouse and dependents.
- (3) Effective January 1, 1997 and each January 1 thereafter for the life of this Agreement, the Hospital will provide part-time employees in a budgeted forty to sixty-three (40-63) hour F.T.E. status the same health, dental and optical insurance choices, terms and conditions provided to non-represented employees in a budgeted forty to sixty-three (40-63) hour F.T.E. status.

A comparison of employee health plan options, dental and optical benefits and current rates are available in the Human Resource Department.

- (a) Eligibility - Coverage for employee 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.
- (b) Incentive for use of Horizon Health System facilities: The deductible and co-payment that may be required will be waived for hospital services furnished by Horizon Health System facilities.

The deductible and co-payment that may be required 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).

- (c) Health Care Eligibility During Leave of Absence. For those employees who are currently enrolled for health insurance coverage, the Hospital will continue to maintain that coverage while the employee is receiving Sickness & Accident Benefits. Employees who have selected health care plans that require premium participation must make arrangements with the Human

Resource Department to continue their premiums that they are responsible for.

Those employees who have exhausted their Sickness & Accident benefits may be eligible to continue their insurance under COBRA.

Employees off on Workers' Compensation beyond a one (1) year period will no longer be eligible for hospital paid insurance and may be eligible to continue their insurance under COBRA.

- (d) The provisions of this Section 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/her employment with the Hospital.
- (e) 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.
- (f) Subject to Michigan Act No. 64, Public Acts of 1984, an employee shall not be considered by the Hospital hereunder if (s)he is or can be covered under the equivalent or better health care plan which is provided by another employer to another member of the employee's family at no cost to such member of the family.
- (g) The Hospital, at its option, may include in its health benefits program a "preadmission certification" feature designed to verify the necessity of inpatient care, length of stay and appropriateness of care plan.
- (h) The Hospital, at its option, may include in its health benefits program a "Mandatory Second Surgical Opinion" feature which requires a second medical opinion for certain designated procedures. If the employee fails to secure the required second medical opinion from the provider designated source, the employee may be responsible for a portion of the surgeon's charge. Mandatory second opinion costs directed by the plan will be paid by the plan.
- (i) The Hospital reserves the right to subrogation and recovery of amounts paid by the Hospital, or its health

plans, on behalf of a person covered by a hospital health plan(s) because of an injury in which the person covered by the Hospital's health insurance plan is entitled to recovery or is paid damages by another party.

- (j) No health insurance plan of the Hospital in conjunction with any other health plan or plans without limit as to source of nature shall be construed so as to require payment of more than one hundred percent (100%) of the employee's actual loss.
- (k) Upon becoming eligible for Medicare benefits, benefits for any employee or person covered through or because of a person's employment with the Hospital will continue to be subject to coordination of benefits. If a Medicare eligible person fails to enroll for Medicare, benefits will be paid as though such person had enrolled.

Section 10, Service Discounts. If an employee, his spouse or dependent children are hospitalized at Riverside Osteopathic Hospital or affiliated units, the health insurance payment shall be considered as full payment for the in-patient facility charges incurred, including telephone and television rental, but excluding blood and personal services. The patient's share of payments for x-ray, EKG, and EEG will be discounted one hundred percent (100%). This Section constitutes no guarantee of continuation of any service, nor availability of bed space or services, nor the establishment of any priorities to Hospital services for employees.

Section 11, Group Life Insurance. Effective the first of the month following ninety (90) days of employment, the Hospital will maintain, at its own expense, a group life insurance policy including accidental death and dismemberment for non-work related fatalities/injuries to all full-time and part-time employees in a budgeted sixty four (64) hour F.T.E. status or more per pay period. The amount of the insurance shall be in the amount of one times (1x) the employee's annual earnings rounded up to the next higher \$1,000 to age 65, payable to the beneficiary named by the insured employee. For full-time employees, annual earnings shall be computed by multiplying the employees straight time base hourly rate x 2080. Part-time employees will have their base rate multiplied by their budgeted F.T.E. status.

- (a) In the event of termination of employment, life insurance protection continues through the end of the month the employee terminated. The employee then has a 31-day grace period during which the employee may convert the insurance to an individual policy with the concurrence of the insurance

company, without a physical examination by contacting the insurance company's local agent. The Group Plan is hereby incorporated into this Agreement.

- (b) Life Insurance Coverage during Leave of Absence - The Hospital will maintain life insurance coverage on employees while receiving Workers' Compensation or Sickness & Accident insurance benefits. Those employees who have exhausted their Sickness & Accident or who have been off on Workers' Compensation beyond a one (1) year period may convert their life insurance policy to an individual policy by contacting the insurance company's local agent.

Section 12, Workers' Compensation. The Hospital for the duration of the Agreement, agrees to pay the full cost to maintain insurance under the provisions of the Workers' 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 in the course of his/her employment must notify his/her immediate supervisor at once 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 13, Retirement Plan. All employees who meet the eligibility requirements for participation will be covered under the Detroit Osteopathic Hospital Corporation Retirement Income Plan (the "Plan") which conforms to the provisions of the Employee Retirement Income Security Act of 1974. It is mutually agreed that the Hospital may amend or modify the Plan as necessary, so long as such amendment or modification does not result in a reduction of benefits or change in eligibility to those employees covered by this Agreement.

Section 14, Retiree Health Care. For the life of the 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. It is further understood that those employees retiring from active employment between the ages of 55 and 64 (Early Retirement) will be provided credit toward the purchase of Basic Hospitalization/Medical/Surgical Coverage until such time as they are eligible for Medicare Complimentary coverage. Coverage must be applied for within the first thirty (30) days immediately following retirement.

- Credits toward retiree medical coverage shall equal ten times (age + service) points at the time of retirement up to the maximum of 100 points.
 - Must be eligible for pension
 - Must be at least age 55
 - Must have at least 75 points

Examples

Age 55 plus 20 years service = 75 points

Age 60 plus 15 years service = 75 points

Age 65 plus 10 years service = 75 points

Age 62, 6 mos. plus 19 years, 9 mos. of service = 62.5 + 19.75
= 82.25 points

Age 65, 3 mos. plus 27 years, 6 mos. of service = 65.25 + 27.5
= 92.75 points = 92.75 x \$10 = \$927.50 annual credit

- Maximum credit is \$1,000 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 employee 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.

Horizon reserves the right to make future modifications to either the current plan or the new plan. The Summary Plan Description will govern the administration of this Plan.

Section 15, Education Courses.

- (a) Maintain and Improve Efficiency Through Continued Learning.
The parties recognize that because of the rapid growth of the total "health care industry" and the increasing rate of technological change, that it is most desirable that all employees be encouraged by the Hospital to maintain and improve their efficiency through continued learning.

- (b) Reimbursement Loans. The Hospital offers and administers an educational loan program under which full-time employees and part-time employees regularly scheduled to work sixty-four (64) or more hours per two (2) week pay period who have completed their probationary period will receive reimbursement for successfully completing a health-related education training program in a recognized institution of learning.

Eligible employees shall be granted a reimbursement loan not to exceed the amount of One Thousand Four Hundred Dollars (\$1,400) per academic year, (Seven Hundred Dollars [\$700] per academic year for eligible part time employees, 64 hours or more) for tuition charges and laboratory fees only and shall not be used for the purchase of books, transportation, boarding or any other non-course related expense under the following conditions only:

- (i) Application, copy of course description and copy of paid receipts must be submitted for approval thirty (30) days prior to start of each semester.
- (ii) Employee must show evidence of having satisfactorily completed each course with a course grade of "C" or better.
- (iii) The loan will be evidenced by a promissory note, payable as follows:
 - (a) The employee upon return to the Hospital after successful completion of the approved course of study will have the loan forgiven at the rate of Seventy-Five (\$75) for each month of full-time active employment at the Hospital; (Thirty Seven Dollars and Fifty Cents (\$37.50) for eligible part-time employees for each month of eligible part-time active employment at the Hospital).
 - (b) In the event the employee does not continue employment with the Hospital, the balance will be due and payable upon termination of employment or resignation. No loans will be granted under this Section to employees for the purpose of obtaining employment elsewhere, it being the purpose and intent that educational reimbursement loans are for the purpose of improving the employees' skills for continued employment in the Hospital.

ARTICLE 15

Volunteer Organizations

Section 1, Volunteers. The Union recognizes that volunteer organizations, individuals and the students on in-hospital training programs perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties or privileges of employees. The Hospital shall continue to have the right to avail itself of all services of that nature and neither the Union nor the employees shall interfere in any way with the activities or duties of any such persons.

ARTICLE 16

General Provisions

Section 1, Agreement Binding. Any agreement reached between the Hospital and the Union is binding on all employees affected and cannot be changed by any individual, the Hospital and the Union.

Section 2, Change of Address. Employees shall notify the Hospital of any change of name, address, telephone number or family status promptly, and in any event, within five (5) days after such change has been made. The Hospital shall be entitled to rely upon the information last shown on the records for all purposes involving his/her employment and this Agreement.

Section 3, Physical Examinations. Every employee agrees to have such physical examinations as may be required by the Hospital. The Hospital will pay for such required physical examinations performed by the Hospital personnel on Hospital premises, except in the case of employees who are required to have a physical examination in order to obtain a physician's certificate in order to return to work from a maternity leave or other medical leave.

Section 4, Dress Code. Both parties recognize that all of the Hospital's employees contribute to the image of professionalism and quality that the hospital portrays to its patients and visitors. The attire of its employees also contributes to that image and the Division of Business Services Dress Code will be used to determine proper attire. The Dress Code will apply to all Bargaining Unit employees and any changes to the Dress Code will be discussed with Union Representatives prior to implementing such change.

Section 5, Hospital Orientation. The Hospital may maintain a Hospital orientation program without loss of pay to the extent feasible under existing Hospital conditions in which all probationary employees shall participate, designed to acquaint them with distinctive Hospital procedures and techniques and to familiarize and commission them with definite duties and responsibilities. All probationary employees shall participate in this Hospital orientation to the extent required by the Hospital.

The Hospital will provide a copy of the non-represented employees Handbook to each of the union stewards.

Section 6, Disclosure of Confidential Information and Discourtesy. Employees and the Union recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information obtained in the course of employment concerning any patient of the Hospital or his/her family, no matter how acquired, shall be considered and treated as confidential. Any act of discourtesy to a patient by an employee, or any disclosure of confidential information by an employee to a patient or a fellow employee, or any unauthorized person, which is not made in the course of the employee's duty to the Hospital, shall be regarded as a breach of duty by the employee and may be treated as cause for his/her immediate discharge.

Section 7, Safety. The Hospital shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Union will cooperate in assisting and maintaining the rules regarding health and safety.

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

Section 8, Bulletin Board.

- (a) The Hospital will provide a bulletin board in the Hospital for the exclusive use of the Union. No notices shall be posted thereon without the prior approval of the Hospital's Director of Human Resources. All correspondence to be posted will be on official letterhead designated by the Union and authenticated by a Union authorized signature.

- (b) Only those notices relating to meetings, dues, entertainment or health and safety will be posted on the Union bulletin board.
- (c) Except as permitted in (a) and (b) of this Section, there shall be no distribution or posting by employees or by the Union or members or representatives of any Union of pamphlets, advertising or political matter, notices or any kind of literature upon the Hospital's premises.

Section 9. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 10. The entire Agreement between the parties is set forth in this written instrument, which includes Schedule A attached hereto.

Section 11, Severability. If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision held invalid.

Section 12. This Agreement supersedes and replaces all prior agreements, practices or understandings between the Union and the Hospital.

Section 13, Gender. All references to employees covered by this Agreement shall be deemed to apply to both male and female employees, regardless of the gender implied in the reference, except for those matters which from the context can only apply to one sex or the other.

Section 14. Job descriptions shall be accessible in each department to the employees thereof. Whenever changes are made to an employee's job description, the employee, the Union, and the Union's Chief Steward shall receive a copy of the updated description.

Section 15. It is agreed that supervisors will not do work which will replace members of the bargaining unit employed in their department. However, both parties recognize that the demands of operation may require that such work be performed in the absence of an employee. Therefore, it is mutually agreed that supervisors will not substitute for employees except in the case of an emergency, instructional purposes or to cover for the absence of an employee or to assist in the event of excess work in the department.

Section 16, Guest Relations. The parties agree that cross training of job tasks is a mutually desirable goal so as to deliver service as expeditiously as possible. The parties also understand and agree that situations will arise for which they have not been trained but for which service is necessary and will be performed in a professional manner by the individual concerned.

Section 17, Technological Change.

- (a) In the event the Hospital discontinues jobs, reorganizes departments or institutes technological change which change results in the elimination of a job classification within the bargaining unit, the Hospital, upon written request of the Union, agrees to meet and discuss specific job elimination

provided such discussions do not impede or interfere with the timely implementation of such action.

- (b) In the event that Riverside Osteopathic Hospital introduces technological change for which it will train employees, otherwise qualified bargaining unit members with previously demonstrated aptitude will be offered the opportunity to participate in such training programs before new hires are sought.
- (c) The Hospital understands that familiarization and orientation to new equipment are desirable and employees selected by the Hospital to operate such new equipment will be advised of Hospital designated periods for such familiarization and orientation, and provided the opportunity to attend that session. Employees who fail to appear at designated sessions

shall be responsible for their own familiarization and orientation.

Section 18, Hospitalization-Medical-Dental-Optical-Group Life Insurance-Sickness and Accident. All employees have the right to request and receive annually, a summary plan description of insurance benefits and eligibility requirements.

Section 19. Early Distribution of Paychecks. Paychecks for all employees will be made available on Friday following the pay ending date.

Employees commencing work after 3:00 p.m. on Thursday, or employees scheduled off on Friday will be able to obtain their paychecks on Thursday preceding pay day between 3:00 p.m. and 4:00 p.m. only, provided their name appears on a list for early release of paychecks signed by their Division Director and given to the Secretary of the Division Director, Business Management, no later than 12:00 noon each Thursday preceding payday.

No employee will cash or otherwise negotiate their paycheck prior to 7:30 a.m. on Friday. If the Hospital determines that an employee has cashed or otherwise negotiated their paycheck prior to 7:30 a.m. on Friday, no further paychecks will be given out on Thursday.

Section 20, Hospital Initiated Benefit Changes. Effective March 23, 1993, in the event that the Hospital does any of the following for employees not covered by a collective bargaining agreement, the corresponding provisions of this contract shall be automatically amended to conform to the change to the same extent and at the same time:

- 1) Provides additional holidays.
- 2) Provides additional sick/personal days.

ARTICLE 17

Duration


This Agreement shall be effective as of the 23rd day of March, 1996 and shall remain in full force and effect until the 22nd day of March, 1999. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given,

negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

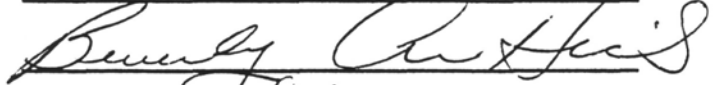
RIVERSIDE OSTEOPATHIC HOSPITAL
Trenton, Michigan

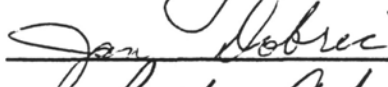
LOCAL 459, OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO-CLC





Sharon G. Mena











LETTER OF UNDERSTANDING

The Toxicology Testing Policy has been initiated by the Hospital. The Hospital shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Toxicology Testing Policy. The Union shall be held harmless by the Employer for any alleged violation of any employee rights arising from the adoption or the administration of the Toxicology Testing Policy. The Union reserves the right to grieve through the grievance procedure the reasonableness and application of the Toxicology Testing Policy.

RIVERSIDE OSTEOPATHIC HOSPITAL
Trenton, Michigan

LOCAL 459, OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO-CLC

~~Sharon L. Mera~~
Sharon L. Mera

Paul A. Hanson
Doreen C. Smith
Jan Sobiec
Betty Adams
Melora J. Cuttull

SCHEDULE A

JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES PRIOR TO
AUGUST 30, 1993

Effective March 23, 1996, but to be paid retroactive to the first full pay period after March 23, 1996 (March 24, 1996) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5YRS</u>
INFORMATION CLERK	7.55	7.74	7.92	8.12	8.34	8.82
MAIL CLERK	8.20	8.39	8.57	8.76	8.98	9.44
BUS. OFFICE CLERK	7.60	7.86	8.07	8.18	8.43	8.92
MEDICAL RECORD CLERK	7.61	8.04	8.44	8.85	9.11	9.64
MEDICAL RECORD DATA CLERK	8.54	8.94	9.21	9.59	9.85	10.59
PBX OPERATOR	8.47	8.78	9.07	9.38	9.65	10.21
PATIENT REGISTRATION CLERK I	8.62	8.92	9.19	9.52	9.79	10.34
CORRESPONDENCE CLERK	9.07	9.39	9.76	10.13	10.41	11.03
ACCOUNTING CLERK	9.43	9.67	10.10	10.32	10.62	11.23
DATA CONTROL CLERK	9.43	9.67	10.10	10.32	10.62	11.23
VERIFICATION CLERK	9.43	9.67	10.10	10.32	10.62	11.23
PATIENT REGISTRATION CLERK II	9.43	9.67	10.10	10.32	10.62	11.23
MEDICAL RECORD TECHNICIAN	9.65	10.00	10.49	10.84	11.14	11.78
ACCREDITED RECORD TECHNICIAN	12.47	13.09	13.72	14.34	14.99	15.61

SCHEDULE A
JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES AFTER
AUGUST 30, 1993

Effective March 23, 1996, but to be paid retroactive to the first full pay period after March 23, 1996 (March 24, 1996) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>
INFORMATION CLERK	7.55	7.74	7.92
MAIL CLERK	8.20	8.39	8.57
BUSINESS OFFICE CLERK	7.60	7.86	8.07
MEDICAL RECORD CLERK	7.61	8.04	8.44
MEDICAL RECORD DATA CLERK	8.54	8.94	9.21
PBX OPERATOR	8.47	8.78	9.07
PATIENT REGISTRATION CLERK I	8.62	8.92	9.19
CORRESPONDENCE CLERK	9.07	9.39	9.76
ACCOUNTING CLERK	9.43	9.67	10.10
DATA CONTROL CLERK	9.43	9.67	10.10
VERIFICATION CLERK	9.43	9.67	10.10
PATIENT REGISTRATION CLERK II	9.43	9.67	10.10
MEDICAL RECORD TECHNICIAN	9.65	10.00	10.49
ACCREDITED RECORD TECHNICIAN	12.47	13.09	13.72

SCHEDULE A

JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES PRIOR TO
AUGUST 30, 1993

Effective the first full pay period after March 23, 1997
(March 23, 1997), wage rates shall be as follows:

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5 YRS</u>
INFORMATION CLERK	7.74	7.93	8.12	8.32	8.55	9.04
MAIL CLERK	8.41	8.60	8.78	8.98	8.20	9.68
BUS. OFFICE CLERK	7.79	8.06	8.27	8.38	8.64	9.14
MEDICAL RECORD CLERK	7.80	8.24	8.65	9.07	9.34	9.88
MEDICAL RECORD DATA CLERK	8.75	9.16	9.44	9.83	10.10	10.85
PBX OPERATOR	8.68	9.00	9.30	9.61	9.89	10.47
PATIENT REGISTRATION CLERK I	8.84	9.14	9.42	9.76	10.03	10.60
CORRESPONDENCE CLERK	9.30	9.62	10.00	10.38	10.67	11.31
ACCOUNTING CLERK	9.67	9.91	10.35	10.58	10.89	11.51
DATA CONTROL CLERK	9.67	9.91	10.35	10.58	10.89	11.51
VERIFICATION CLERK	9.67	9.91	10.35	10.58	10.89	11.51
PATIENT REGISTRATION CLERK II	9.67	9.91	10.35	10.58	10.89	11.51
MEDICAL RECORD TECHNICIAN	9.89	10.25	10.75	11.11	11.42	12.07
ACCREDITED RECORD TECHNICIAN	12.78	13.42	14.06	14.70	15.36	16.00

SCHEDULE A
JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES AFTER
AUGUST 30, 1993

Effective the first full pay period after March 23, 1997
(March 23, 1997), wage rates shall be as follows:

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>
INFORMATION CLERK	7.74	7.93	8.12
MAIL CLERK	8.41	8.60	8.78
BUSINESS OFFICE CLERK	7.79	8.06	8.27
MEDICAL RECORD CLERK	7.80	8.24	8.65
MEDICAL RECORD DATA CLERK	8.75	9.16	9.44
PBX OPERATOR	8.68	9.00	9.30
PATIENT REGISTRATION CLERK I	8.84	9.14	9.42
CORRESPONDENCE CLERK	9.30	9.62	10.00
ACCOUNTING CLERK	9.67	9.91	10.35
DATA CONTROL CLERK	9.67	9.91	10.35
VERIFICATION CLERK	9.67	9.91	10.35
PATIENT REGISTRATION CLERK II	9.67	9.91	10.35
MEDICAL RECORD TECHNICIAN	9.89	10.25	10.75
ACCREDITED RECORD TECHNICIAN	12.78	13.42	14.06

SCHEDULE A

JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES PRIOR TO
AUGUST 30, 1993

Effective the first full pay period after March 23, 1998
(April 5, 1998), wage rates shall be as follows:

	<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5 YRS</u>
INFORMATION CLERK	7.93	8.13	8.32	8.53	8.76	9.27
MAIL CLERK	8.62	8.82	9.00	9.20	9.43	9.92
BUS. OFFICE CLERK	7.98	8.26	8.48	8.59	8.86	9.37
MEDICAL RECORD CLERK	8.00	8.45	8.87	9.30	9.57	10.13
MEDICAL RECORD DATA CLERK	8.97	9.39	9.68	10.08	10.35	11.12
PBX OPERATOR	8.90	9.23	9.53	9.85	10.14	10.73
PATIENT REGISTRATION CLERK I	9.06	9.37	9.66	10.00	10.28	10.87
CORRESPONDENCE CLERK	9.53	9.86	10.25	10.64	10.94	11.59
ACCOUNTING CLERK	9.91	10.16	10.61	10.84	11.16	11.80
DATA CONTROL CLERK	9.91	10.16	10.61	10.84	11.16	11.80
VERIFICATION CLERK	9.91	10.16	10.61	10.84	11.16	11.80
PATIENT REGISTRATION CLERK II	9.91	10.16	10.61	10.84	11.16	11.80
MEDICAL RECORD TECHNICIAN	10.14	10.51	11.02	11.39	11.71	12.37
ACCREDITED RECORD TECHNICIAN	13.10	13.76	14.41	15.07	15.74	16.40

SCHEDULE A
JOB CLASSIFICATIONS AND WAGE RATES

FOR EMPLOYEES WITH BARGAINING UNIT HIRE DATES AFTER
AUGUST 30, 1993

Effective the first full pay period after March 23, 1998
(April 5, 1998), wage rates shall be as follows:

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS.</u>
INFORMATION CLERK	7.93	8.13	8.32
MAIL CLERK	8.62	8.82	9.00
BUSINESS OFFICE CLERK	7.98	8.26	8.48
MEDICAL RECORD CLERK	8.00	8.45	8.87
MEDICAL RECORD DATA CLERK	8.97	9.39	9.68
PBX OPERATOR	8.90	9.23	9.53
PATIENT REGISTRATION CLERK I	9.06	9.37	9.66
CORRESPONDENCE CLERK	9.53	9.86	10.25
ACCOUNTING CLERK	9.91	10.16	10.61
DATA CONTROL CLERK	9.91	10.16	10.61
VERIFICATION CLERK	9.91	10.16	10.61
PATIENT REGISTRATION CLERK II	9.91	10.16	10.61
MEDICAL RECORD TECHNICIAN	10.14	10.51	11.02
ACCREDITED RECORD TECHNICIAN	13.10	13.76	14.41

