

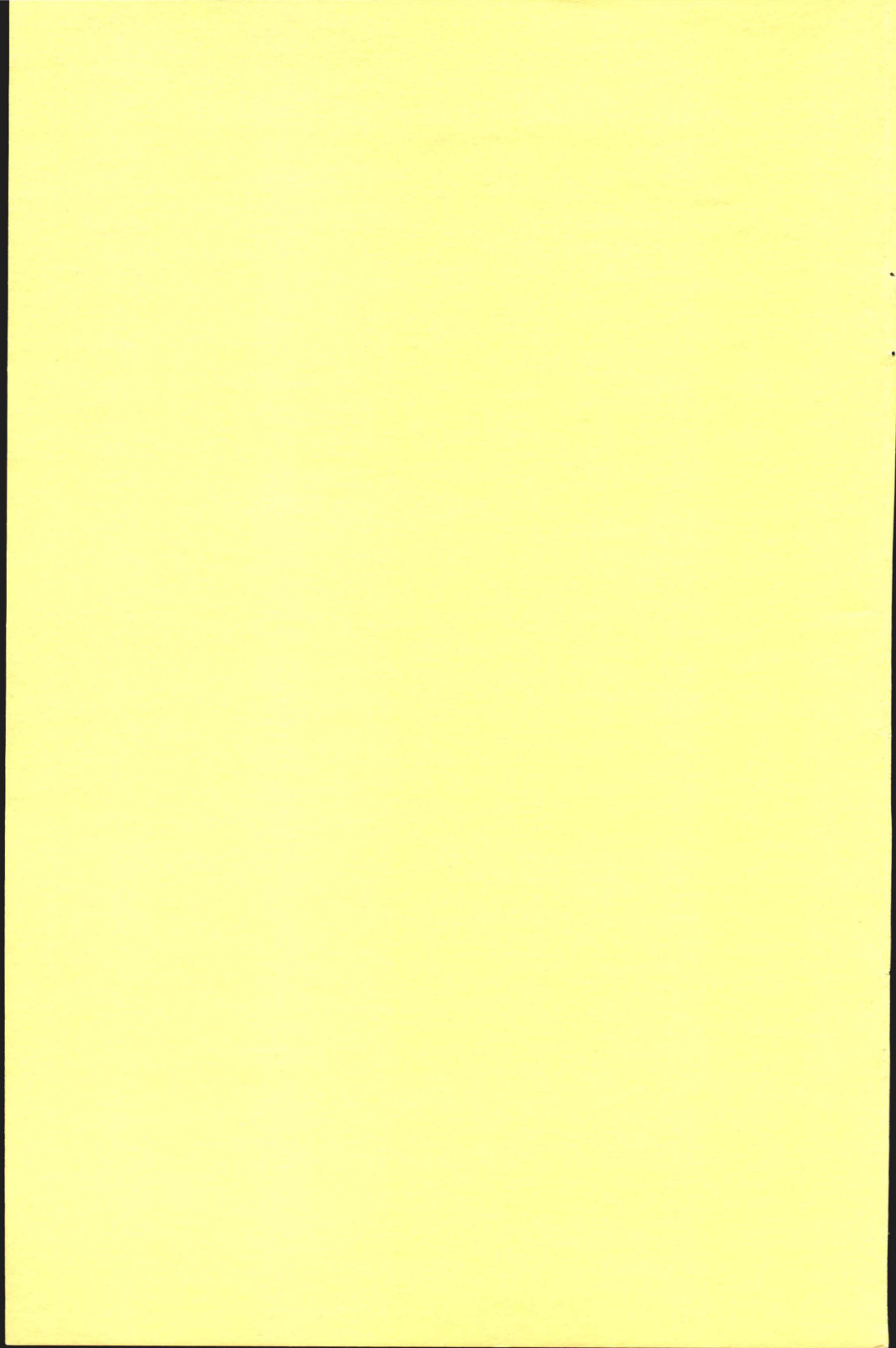
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AGREEMENT
BETWEEN
SERVICE UNIT
HOSPITAL EMPLOYEES DIVISION OF LOCAL 79
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO
AND
RIVERSIDE OSTEOPATHIC HOSPITAL
MARCH 7, 1996 THROUGH MARCH 6, 1999

Riverside Osteopathic Hospital

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



EMPLOYEE RECEIPT OF
AGREEMENT
BETWEEN

RIVERSIDE OSTEOPATHIC HOSPITAL
AND
SERVICE UNIT
HOSPITAL EMPLOYEES DIVISION OF
LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Dated March 7, 1996 through March 6, 1999

I acknowledge receipt of the Agreement between Riverside Osteopathic Hospital and Service Unit, Hospital Employees Division of Local 79, Service Employees International Union, AFL-CIO dated March 7, 1996 through March 6, 1999 which outlines my privileges and obligations as an employee of Riverside Osteopathic Hospital.

I agree to read and abide by the Agreement set forth.

Date

Employee's Name (Please Print)

Employee's Signature

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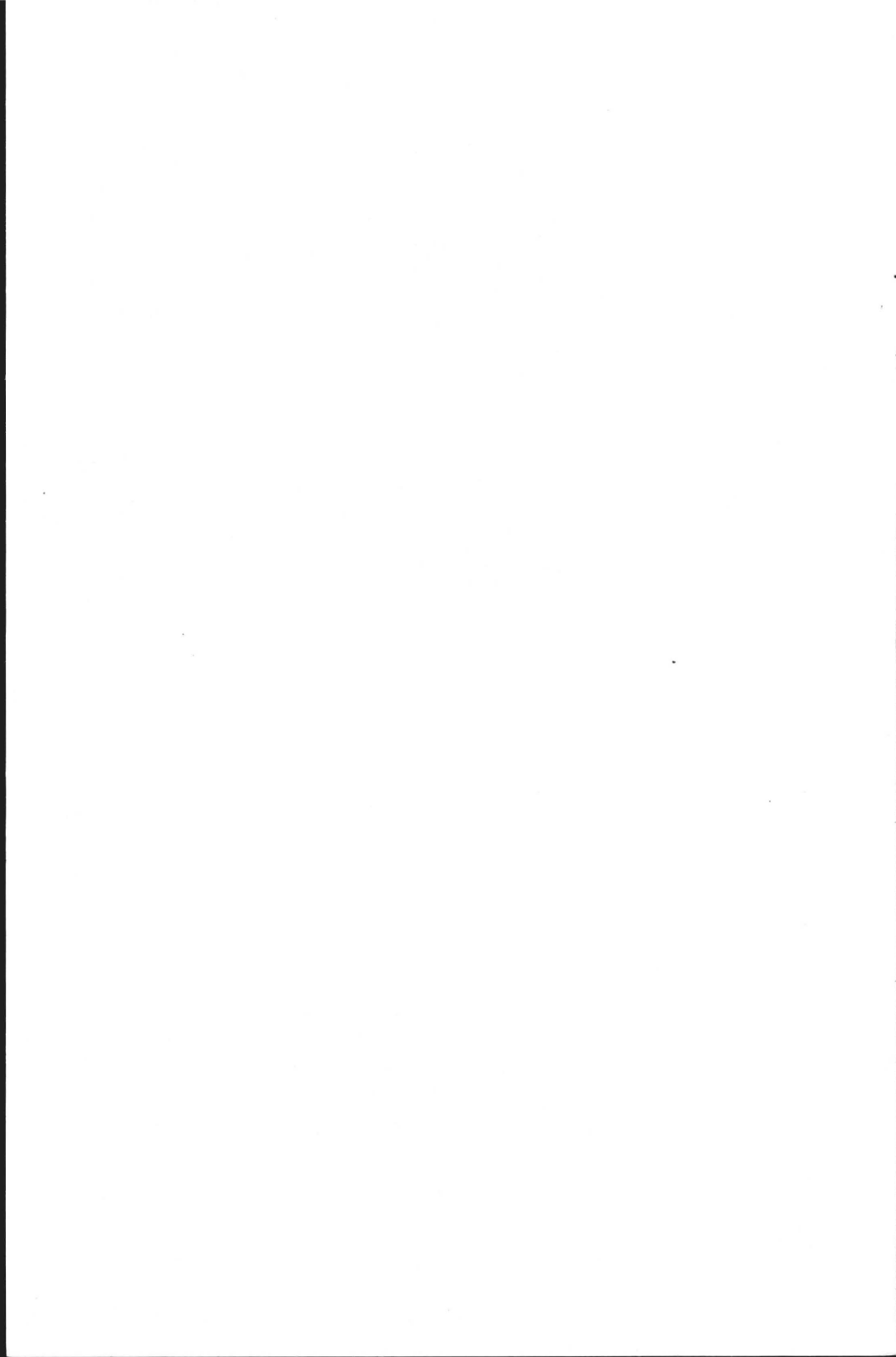


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AGREEMENT

This Agreement, made and entered into by and between the HOSPITAL EMPLOYEES DIVISION OF LOCAL 79 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the 'Union', and the RIVERSIDE OSTEOPATHIC HOSPITAL (AN AFFILIATE OF HORIZON HEALTH SYSTEM AND HENRY FORD HOSPITAL SYSTEM), hereinafter designated as the 'Hospital'.

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, so as to serve the best interest of the parties and the community.

Both parties recognize that it is to their mutual advantage, and essential for the welfare of the patients to have efficient and uninterrupted operation of the Hospital. The purpose of this Agreement is to establish a harmonious and constructive relationship between the parties.

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 I - RECOGNITION

Section 1. Bargaining Unit. The Hospital hereby recognizes the Union 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 those employees of the Hospital who are employed during the term of this Agreement in the following non-professional job classifications within specified departments of the Hospital, comprising the bargaining unit of employees covered hereby:

<u>Dietary Group</u>	<u>Patient Care Group</u>	<u>Housekeeping Group</u>
Baker	Patient Care Assistant	Housekeeper
Dietary Aide	Physical Therapy Aide	
Cook	Laboratory Assistant	
Stock Clerk	Unit Secretary	
	Transportation Aide	

BUT EXCLUDING:

All licensed and professional employees, supervisory employees, executives, all clerical employees, x-ray technicians, inhalation therapists, physical therapists, surgical technicians, laboratory technicians, maintenance employees working in classifications represented by Local 547 (Operating Engineers) students and persons on co-op programs.

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.

Section 3. No 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 against any person or persons because of sex, race, religion, national origin, ancestry, color, age, political beliefs, union membership, or legal activities on behalf of the Union, sexual preference, or organizational membership.

Section 4. Full Time Employees. A full-time employee is one who is regularly scheduled to work eighty (80) hours per two (2) week pay period. A full-time employee shall be entitled to the wages and benefits under this Agreement, except where otherwise indicated.

Section 5. Part-Time Employees. A part-time employee is one who is regularly scheduled to work, less than eighty (80) hours per two (2) week pay period. Part-time employees shall be entitled to the wages and benefits under this Agreement which are specifically provided to such part-time employees by provisions of this Agreement. (Note: Those part-time employees working sixty-four (64) hours or more per two-week pay are entitled to certain full-time benefits; see applicable Benefit section.)

Section 6. Temporary Employees. A temporary employee is a person (either full-time or part-time) who is hired to work for a specific period not to exceed ninety (90) calendar days. A temporary employee shall be informed at the time of hire that he/she is a temporary employee and will be informed of the approximate period of employment. The Hospital will inform the Union of the hire of a temporary employee and the approximate period of employment. Such period may be extended with the consent of the Union. Temporary employees shall not be covered by the provisions of this Agreement except that they shall be paid at the minimum contract rate for their classification. If a temporary employee remains in the employment of the Hospital beyond the period of temporary employment as specified at the time of hire, or as extended in accordance with the provisions hereof, such person shall automatically become a full-time or part-time employee as the case may be and shall at that time be covered under the terms of this Agreement. Upon becoming a full-time or part-time employee, the employee's seniority shall date back to the employee's last date of hire as a temporary employee. A temporary

employee who becomes a full-time or part-time employee pursuant to this Section shall not be subject to the usual probationary period. The Hospital will designate to the Union, employees designated "Temporary" by written notice delivered to a Union designated representative for each group described in Section 1 by depositing same in that person's time card slot with a copy to the Business Representative.

Section 7. Contingent Employees. A contingent employee is a person who works on an irregular basis at the Hospital's convenience to replace full-time or part-time employees on leave of absence, vacation, etc., or to fill-in when needed. A contingent employee shall not be covered by the provisions of this Agreement except that they shall be paid at the minimum rate for their classification. Contingent employees are not on posted work schedules.

Section 8. New Hire Probationary Period. A new employee shall be a probationary employee for the first ninety (90) calendar days of his employment. If the Hospital wishes to extend that period in the case of an employee whose performance has been partially but not fully satisfactory to it during such ninety (90) calendar days, it may do so for an additional period not to exceed thirty (30) calendar days. In that event, the Hospital shall notify the employee in writing accordingly, and inform him therein of the reasons for such extension; and the employee's probationary period shall not be considered to have been completed until the expiration of the extended period. The Hospital shall not have responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period; and if that person is subsequently rehired he shall start as a new employee and serve a new full probationary period.

Section 9. New Classification Probationary Period. An employee changing classification shall be in a probationary period for ninety (90) calendar days. The purpose of such probationary period is to establish the employee's qualifications for the new classification. An employee failing to qualify for such position during this period shall be permitted to return to his former position during this period.

An employee who desires to return to his previous position during such ninety (90) day period, shall not be considered for a change in position for six (6) months from the date of his return to his previous classification.

Section 10. Hospital's Right to Terminate Probationary Employees. The Hospital has the right to employ any person who is satisfactory to it; also to terminate the employment of any new hire probationary employee during his probationary period for any lawful reason whatsoever, or to discipline him, and he shall not because thereof have recourse to the Grievance Procedure of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

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, layoff, recall and relieve employees from duty, and to maintain discipline and efficiency among employees to decide the number of employees for efficient patient care, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures and means of providing services to patients. Management has the right to introduce new or improved working methods or facilities.

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

Section 3. Contracting and Subcontracting. The right of contracting or subcontracting is vested in the Hospital. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members for belonging to the Union. The Hospital's right to contract and subcontract shall not be used for the purpose of eliminating any job classifications contained in Schedule A or any job classification which may be added thereto, without prior notice to the Union.

The Hospital does not intend to subcontract any services that are presently being performed by the Hospital's employees for the purpose of eliminating job classifications contained in this Agreement.

Section 4. 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, efficient operation of the Hospital, so long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement, subject to the Grievance Procedure contained in this Agreement.

ARTICLE III - UNION SECURITY AND CHECK-OFF

Section 1. Employees Who Are Members on Effective Date or Date of Signing. Employees covered by this Agreement at the time it becomes effective or on the date when it is signed, whichever is later, and who are members of the Union at such 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 or Date of Signing. Employees covered by this Agreement who are not members of the Union at the time it becomes effective or on the date when it is signed, whichever is later, shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on the thirty-first (31st) day following such effective date or the date when this Agreement is signed, whichever is later.

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 or after the date when this Agreement is signed, whichever is later, and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members, upon satisfactory completion of their probationary period as provided in this Agreement.

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 condition 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, or 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 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 by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the initiation fee and periodic dues required under this Section, and warning him that unless such fee and dues are tendered within seven (7) days 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 he be discharged, from employment in the bargaining unit.

Section 8. Deduction and Remittance. The Hospital shall deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, his 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 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 Employer shall add to the Check-Off List the names, addresses, social security numbers and dates of hire of employees whose names do not appear on such Check-Off List.

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 for 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 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 must be given both to the Hospital and to the Union.

Section 9. 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 employment 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 employees at time of hire by the Department of Human Resources.

Section 10. 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 11. COPE Deduction. The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the Hospital to deduct from my regular paycheck the sum of _____ and to forward that amount to the SEIU COPE PCC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COPE PCC are not conditions of membership in the union or of employment with the Hospital and that the SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

ARTICLE IV - EMPLOYEE REPRESENTATION

Section 1. Groups Represented. For the purpose of representation of employees in processing through the Grievance Procedure hereof any grievance they may present hereunder, the employees shall be divided into the following groups:

- Group 1: Patient Care Assistant, Unit Secretary, Physical Therapy Aide and Transportation Aide - Day Shift
- Group 2: Afternoon Shift, except Dietary Group and Laboratory Assistant
- Group 3: Midnight Shift
- Group 4: Laboratory Assistant - All Shifts
- Group 5: Dietary Group - All Shifts
- Group 6: Housekeeping Group - one (1) steward day shift, one (1) steward afternoon shift

Section 2. Stewards. Each group shall have the right to designate one person who is employed within the Group to act as the steward and representative for that group in that particular group. There shall be designated an alternate steward for each active steward. Such designations shall be made in the manner which is determined by the Union. The steward for one group and shift shall not have any authority to act as steward for any employee in any other group or shift. In the event the steward and alternate steward for a group are not available, another steward shall have authority to act on their behalf. The parties may consolidate groups for representation purposes.

Section 3. Notice of Stewards' Appointments. The names of the stewards and alternates and of the responsible representative of the Union shall be certified to the Hospital by the

Union in writing promptly after their designation; likewise, as to any permanent changes therein.

Section 4. Procedures for Stewards. A steward will be allowed to leave his regular job for the investigation and processing of grievances in accordance with the Grievance Procedure hereof when he can be spared therefrom without interfering with the Hospital's normal operation; and provided he first secures his supervisor's consent, which shall not unreasonably be withheld. If an employee wishes the presence of his steward for such purpose, the employee shall notify his own supervisor, who shall then notify the steward without unreasonable delay.

Section 5. Pay Allowance for Stewards. Stewards, during their working hours, and when acting as such, will be paid by the Hospital at their regular straight time hourly rates of pay for working time necessarily and reasonably lost by them in the presentation of grievances in accordance with the Grievance Procedure, with the exception that the Hospital will not pay them for any time they spend 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.

The privilege of handling grievances on the Hospital's time shall not be abused.

Section 6. Access to Hospital Premises. Representatives of the Union may enter the Hospital for any proper Union business; provided they have secured prior permission of the Director of Human Resources or his 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 on Union business except under the above conditions.

Section 7. Negotiating Committee and Lost Time. The employees will be represented by a Negotiating Committee not exceeding seven (7) members. Five (5) members of the Negotiating Committee will be paid up to a maximum of 480 total hours for time lost to negotiations. After 480 hours, the Committee will not be paid for lost time to negotiate, but will be credited for time lost up to eight (8) hours for each day spent in negotiations with the Hospital toward accrual of sickness and accident benefits, vacation accrual, and pension accrual, if they are otherwise eligible for such benefit.

ARTICLE V - 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 Labor 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. Insurance complaints will be referred to the Human Resources Department for resolution. Eligibility for fringe benefit coverage as defined in the insurance contained within this Agreement shall be an appropriate subject for the grievance procedure as defined in this Article and Section.

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

The Union may file a class action grievance as to a matter involving more than one (1) bargaining unit member provided the grievance shall name or identify the employees involved, be signed by at least one member of the group, and be filed at Step 2 of the grievance procedure within five (5) work days of the event giving rise to the grievance .

For purposes of this Article, "work days or working days" shall be Monday through Friday and shall exclude Saturday, Sunday and any holiday listed in Article XI, Section 1, of this Agreement.

Section 2. Process. 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 or by his Union representative who acted for him.

All grievances shall be processed in accordance with the following procedure except grievances relating to suspension or discharge which are to be filed within five (5) working days of the suspension or discharge at Step 2.

Step 1. The employee shall discuss his grievance with his immediate supervisor promptly and in any event within the employee's third working day after it arises (or if a paycheck, within three (3) days from its receipt). His supervisor shall give the answer promptly and in any event, within the supervisor's third working day after the employee presented the

matter. The employee having a grievance may be accompanied by his steward during such discussion.

Step 2. If the grievance is not settled at Step 1, it shall be placed in writing, specifying the Article and the Section of the Agreement allegedly violated, and signed by the employee on the forms provided for that purpose. The written grievance shall then, within the employee's first five (5) working days after disposition at Step 1, be presented by the employee and his representative to the employee's department head or his designee, for discussion and for his written signed disposition, which shall be given within the department head's or designee's first five (5) working days after such discussion is concluded. If the employee's immediate supervisor is the head of his department so that such grievance has already been submitted to him in the previous step, 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, it shall be presented within the first five (5) working days after disposition at the previous step to the Hospital's Director of Human Resources or her designee who shall schedule a meeting to occur within ten (10) days after date of receipt, and shall give a written, signed disposition within five (5) working days after the grievance meeting date.

Step 4. If the grievance is not settled at Step 3, the employee's steward shall file, within five (5) working days after disposition at Step 3, a written request for a meeting with the Vice President of the Hospital. A meeting between the aggrieved, his steward, and the Union Business Representative and the Vice President of the Hospital, the Executive Director or his designated representative, and any additional representatives the Hospital may designate for that purpose, shall take place within ten (10) calendar days from the date the appeal is received. The written signed disposition of the grievance at this step shall be given to the Union Business Representative within five (5) working 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 to the Executive Director within thirty (30) working days after receipt by the Union of the 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 in the selection of an arbitrator. If they have not so agreed within ten (10) working days after the submission to arbitration, the employee or his representative shall, within the next seven (7) calendar days, request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then in force and effect.
- (b) The written grievances 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 supplements hereto, but shall not extend to any Retirement Plan, Group Insurance Plan, Blue Cross/Blue Shield Plan or the Employee's Suggestion Plan. The arbitrator shall not have 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 specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.
- (d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.
- (e) The arbitrator's fee and expenses and the charges of the American Arbitration Association 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.

Section 3. Timely Filing of Grievances. 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 by the Hospital's last disposition. If a grievance is not answered by the Hospital, it shall be considered as granted. Failure to comply with the time limit for the first step shall be deemed waiver of the grievance.

The Hospital shall not be required to pay back wages before three (3) days prior to the date a written grievance is filed. In the case of a pay shortage in which the employee would not have been made aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within three (3) working days after receipt of such paycheck.

The time limits within the steps of the Grievance Procedure may be extended by mutual agreement in writing for specified grievances. Grievances settled by default shall not be treated as precedent.

Section 4. Individual Right to Present Grievance. Any individual employee shall have the right to file and present on his own behalf his own grievance in accordance with the above procedure without the intervention of any representative. No settlement of any grievance shall be made which is inconsistent with any of the provisions of this Agreement.

ARTICLE VI - NO STRIKE - NO LOCKOUT

- (a) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike 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.
- (b) 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 this Article, and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct. Employees who are disciplined in accordance with Section 1(a) of this Article are entitled to Union representation and the grievance procedure.
- (c) The Hospital agrees that it will not lock out its employees.

ARTICLE VII - SENIORITY

Section 1. Acquiring Seniority. An employee shall acquire seniority upon completion of his probationary period and his name shall thereupon be placed upon the seniority list in the job classification in which he is then working and with his seniority date, which shall be his date of last hire or the date in which he transferred into the bargaining unit. When employees in the bargaining unit have the same seniority date, their seniority will be determined by their Social Security Numbers 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

Section 2. Adjusting Seniority. An employee's seniority will be adjusted for the period of time on lay off status.

For those three employees which were Riverside Osteopathic Hospital employees prior to going into HHA, their seniority dates will be adjusted for the period of time they worked for the Hospital prior to the contracted services. This adjustment in seniority will not have any affect on fringe benefits.

Section 3. Seniority Lists. The Hospital shall maintain a single seniority list showing both full and part-time employees.

Section 4. Seniority shall be by separate job classifications within the Groups specified in Article I, Section 1 of this Agreement. An employee shall be entitled to exercise his seniority only within his own job classification, in his own Group, except as otherwise provided in Section 5 of this Article or as set forth in Section 9, Process (d) of this Article. Seniority shall apply only to layoff and recall of employees except as otherwise specifically provided in this Agreement.

Section 5. Transfer of Seniority.

- (a) If an employee with seniority in one job classifications transferred to another job classification in the same department or to a job classification in another department, his seniority shall apply only in his former classification until he has worked for ninety (90) calendar days in his new classification; whereupon his full seniority shall apply in his new classification, but not at all in his former classification. During that ninety (90) calendar day period, the employee shall be considered to be on probation in his new classification, and if he is laid off therefrom, he shall be entitled to exercise his seniority in his 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, the employee shall not serve a new probationary period and his/her full seniority shall apply.
- (c) If a seniority employee is transferred from a part-time status to a full-time status, or vice versa and changes classification, his seniority shall apply only in his former status and classification until one has worked for ninety (90) calendar days in his new status and classification; whereupon his full seniority shall apply in his new status and classification, and during that ninety (90) day period, the employee shall be considered to be on probation in his new status and classification, and if he is laid off therefrom, he shall be entitled to exercise his seniority in his former status and classification.

Section 6. Determining Seniority. An employee's seniority in whatever job classification it applies shall be computed and governed by his seniority date as determined under the provisions of this Article.

Section 7. Seniority Records. The Hospital shall maintain up-to-date seniority records. As soon as practicable after this Agreement becomes effective, the Hospital will compile seniority lists from its current records and will furnish three (3) copies of same to the Chairman of the Grievance Committee. A copy of each list shall thereupon be posted on the Hospital bulletin board, and kept there for a period of thirty (30) days during which period and, as soon as he can, each employee shall examine the lists in order to make certain that his seniority status is correctly stated therein. If he claims that it is not, he shall promptly take the matter up with his immediate supervisor and the error, if any, shall be corrected. Upon the expiration of such thirty (30) day 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 shall provide the Union with an up-to-date seniority list annually and will notify the Union Business Representative in writing of any changes in or additions to such lists as soon as practicable after they occur.

Section 8. Work Assignments.

- (a) Except as provided in Section 4 of this Article, an employee shall not by virtue of his seniority be entitled to select or to have or to retain any particular job within his classification or elsewhere.
- (b) Work assignments will be made by the supervisors of the employees in accordance with Section 4 or Section 8(c) of this Article.
- (c) In any case where it is necessary to effect a shift change, the seniority employee holding the least amount of seniority on the shift affected by the change will be pulled. In any case where it is necessary to affect a unit change on the same shift, the seniority employee holding the least amount of seniority on the unit and shift affected by the change will be pulled.
- (d) The Hospital will not pull an employee from a regularly assigned unit in order to replace that employee with an employee who is working an extra shift.
- (e) In the Patient Care Services Division, whenever it is necessary to effect a temporary reassignment, it shall be done in reverse order of seniority from those Patient Care Assistants who possess the appropriate qualification codes to work a particular unit. In all cases, reassignment will be done in the following order: contingent Patient Care Assistants, temporary Patient Care Assistants, and then all other Patient Care Assistants, beginning with the least senior. Patient Care Assistants may not be pulled from a clinical area to which they are orienting without

the consent of the PCA, except in situations which involve extended shifts (mandatory overtime).

Patient Care Assistants in the patient care division may pick up additional shifts or be offered additional shifts in the Central Supply area if they have been oriented to that area and have successfully passed the competency examination for that area. In these cases, available shifts will be offered in accordance with Article XII, Section 3(e).

Patient Care Assistants in the Central Supply area may pick up additional shifts or be offered additional shifts in the patient care division if they have been oriented to such areas and have successfully passed the competency examination for such areas. In these cases, available shifts will be offered in accordance with Article XII, Section 3(e).

Section 9. Staff Reduction 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) week written notice of layoff, either in person or by Certified Mail, or one (1) normal week's pay in lieu of notice or any combination thereof to meet this requirement. The Hospital shall give written notice to the Union at the same time with the names of employees to be laid off.

Definitions

- (1) Staff Reduction - is a term applied to the entire process set forth in Section 9 which is intended to reduce the number of employees or hours of work in a specific classification. The staff reduction process may result in any or may be a combination of the following employment changes for an employee:
 - (a) Change in F.T.E. status
 - (b) Change in shift
 - (c) Change in unit
 - (d) Change in classification or
 - (e) Lay off
- (2) Lay off - is the loss of all work by an employee as a result of the staff reduction process for a period of one (1) calendar week or more. (Loss of work less than a one (1) calendar week period will be handled with low volume/census days.)
- (3) Bumping - is a process used during staff reduction whereby an employee with greater seniority has the right to displace an employee with the least seniority with equal or lower F.T.E. status within their present classification, or in a classification in which the employee had previously completed a probationary period or in their bumping groups.

- (4) Reassignment - is a process used to adjust staffing levels on a specific unit or shift within a classification in a department. The least senior employee in the classification on the shift/unit where the decreased need for staffing has been determined will be reassigned. (Reassignment will not affect an employee's F.T.E. status.)
- (5) Recall - Is the process whereby an employee is returned to work. Recall shall be based on reverse order of lay off with the most senior employee in the classification affected being recalled first.

Process.

The following staff reduction and recall process will apply:

- (a) In the event of a staff reduction, within a classification, the following order shall apply and no full-time or part-time employee shall be affected while there are any of the following still working, provided the full-time or part-time employee is willing to accept the available work and capable of performing the work.

First Step - Temporary employees

Second Step - New hire probationary employees

Third Step - New classification probationary employees (these employees will be returned to their former classification)

Fourth Step - Contingent employees who have worked in the classification ninety (90) days or more prior to the date of staff reduction. Contingent employees shall not work more than twenty-four (24) hours in any work week and no more than forty (40) hours in any payroll period. A contingent employee may work more than the above hours to cover for vacation and sick relief.

- (b) All employees will be laid off according to the principle of seniority as applied in their respective job classification and recalled in reverse order. Seniority employees shall not be required to accept a reduction in hours to retain their seniority but may elect to be laid off.
- (c) Employees on medical leave of absence or Workers' Compensation Leave will not be included in their position for staff reduction purposes. Employees who return from their leave of absence will return to their former position in accordance with Article IX, Section 8.
- (d) Employees may bump the least senior employee in an equal or lower F.T.E. status in a classification within their bumping options. Bumping options shall be presented to the employee by the Human Resource Department with the employee's steward.

The bumping options presented will include:

Physical Therapy Aide	Cook	Patient Care Assistant	Lab Assistant	Stock Clerk	Unit Secretary	Baker
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Dietary Aide	Housekeeper	Transportation Aide
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A PT Aide, Cook, Patient Care Assistant, Lab Assistant, Stock Clerk, Unit Secretary or Baker may bump laterally or into a classification in which they previously have completed a ninety (90) day probationary period.

A Dietary Aide, Housekeeper or Transportation Aide may bump laterally or up to the top level (PT Aide, Cook, Patient Care Assistant, Lab Assistant, Stock Clerk, Unit Secretary or Baker) if they previously held a position in one of those classifications.

Employees bumping into the Unit Secretary or the Patient Care Assistant classifications must meet minimum qualifications of the position specified in job descriptions presented to the bargaining unit in 1996. Those qualifications specified will remain in effect for the term of this Agreement not to be renewed.

- (e) An employee in layoff status retains seniority rights for the length of time he is on the recall list. An employee not actively working as a result of layoff/staff reduction will have his seniority date adjusted and will not earn or accrue benefits during such period of time. The employee will be on the recall list for a period of one (1) year. The employee shall have the option of extending his recall rights for two additional one (1) year periods not to exceed the length of service at the time of layoff in accordance with the following procedure: Management will after one (1) year of layoff send a written notice to the employee that the employee's seniority will be terminated unless the employee informs Management in writing that he wishes to have his name continued on the Hospital's seniority list. In the event the employee fails to respond within fifteen (15) calendar days, his seniority shall be lost. A similar notice may be sent by the Hospital after two (2) years of layoff. Such notices by the Hospital and responses by the employee shall be by Certified Mail, Return Receipt Requested.

The most senior employee on the recall list for a classification for which there is an opening shall be automatically recalled to that open position. Should the most senior employee in a classification on recall refuse such opening, the next most senior employee will be recalled and so on.

An employee who refuses recall to his classification will be removed from the recall list for the classification. Employees will not be removed from recall for declining or accepting a recall status other than the status at time of layoff.

All notices of recall will be by phone and Certified Mail, Return Receipt Requested.

- (f) Temporary adjustments or layoffs of the work force due to such things as emergencies, material shortages, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the Hospital may be made without application to the above provisions.
- (g) In lieu of the procedures set forth in the above, the Hospital may effect a reduction of work force by use of (low volume/census days) or voluntary lay off in which case no advance notice is required.

Low volume/census days, as used in this section, are defined as a specific number of days determined by the Hospital for which the employee is relieved of previously scheduled work duties and is designed to enable the Hospital to make a temporary reduction in the number of employees working in a department or unit on a seniority basis. Low volume/census days will be without pay unless the employee requests pay for such day by utilizing a vacation day, a sick/personal day or a floating holiday, if available. An employee accepting low volume/census days will be returned to work on the date agreed upon by the employee and the Hospital at the time the employee accepted low volume/census days.

- (h) The Hospital will attempt to contact each employee prior to canceling the shift.

Section 10. Seniority of Stewards. During their terms of office, stewards shall be deemed to head the seniority lists in their respective groups for the purposes of layoff and recall only. Upon the termination of their terms, they shall be returned to their regular seniority standings. As long as there is work which the steward is capable of performing on his shift, he shall have top seniority for purposes of remaining on that shift.

Section 11. Loss of Seniority. An employee shall lose his seniority and his name shall be removed from the Hospital's payroll in any of the following events:

- (a) If he quits.
- (b) If he is discharged for just and proper cause and is not reinstated through the Grievance Procedure. Just and proper cause shall include, but is not limited to, misappropriation of property, moral turpitude, theft, assault on the premises, intoxication or drinking on duty or on the premises, improper use of drugs or narcotics; insubordination or refusal to carry out the reasonable instructions of his

supervisor. There shall be recourse to the Grievance Procedure as to matters of fact in the alleged actions of such employees.

- (c) If he is absent from work without just cause for three (3) consecutive scheduled working days without notification to the Hospital when such notification would reasonably have been given.
- (d) If he habitually fails to report to work, or is excessively tardy without prior warning.
- (e) If, when given at least three (3) days' notice by the Hospital to return to work after a layoff, upon receipt of such notice, he fails to return at the time designated in such notice without any reason which is acceptable to the Hospital.
- (f) If he obtains a leave of absence under false pretenses or fails to report to work after expiration of an approved leave of absence.
- (g) The employee is laid off for a continuous period of one (1) year, except as otherwise stated in Section 1 of this Article.
- (h) If he retires or is retired under the terms of any retirement plan of the Hospital.

Section 12. Resignation. Should any employee wish to resign after the probationary period, a minimum of two (2) weeks' written notice must be given to his supervisor or department head.

Section 13. Float Pool. A float pool of Patient Care Assistants will be established and maintained within the Nursing Department. A newly hired Patient Care Assistant, who has not been hired for a specific assignment for which no employee bid, will be assigned to the float pool, where she will remain until she has moved to a new position pursuant to Article VIII, Section 1. The on-duty Patient Care Assistants in the float pool will be assigned on a daily basis to areas in the Hospital where Patient Care Assistants are needed before any other Patient Care Assistants will be pulled. Job openings in the float pool will be treated pursuant to Article VIII. The Hospital will not substitute a Hospital-wide float pool to circumvent the current nursing stations program.

Section 14. The Hospital will continue its practice of assigning Patient Care Assistants to units by seniority.

ARTICLE VIII - JOB OPENINGS

Section 1. Procedures. All open positions in the bargaining unit which the Hospital wishes to fill shall be posted by the Hospital for five (5) calendar days, excluding Saturdays, Sundays and holidays. The posting shall state the title of the job, the qualifications

required for the job, the shift, unit, department, holiday rotation and whether the position is full time or part time. During such posting period, employees who wish to be considered for such opening shall submit their names in writing to the Human Resources Department. Where qualifications, ability and attendance record [during the previous twelve (12) month period] are relatively equal, seniority shall be the governing consideration. In the event there are no qualified applicants for the position, the Hospital may hire new employees from the outside. The procedure herein set forth shall not apply to temporary transfers which the Hospital deems necessary for efficient operation.

Section 2. Temporary Transfers Seniority employees in the same classification but in a status that is less hours have the ability to move into the opening created by a medical leave of absence based on seniority. No more than two employees moving during process.

Section 3. Rates of Pay for New Position. Employees promoted to a higher classification will be paid the starting rate of pay for that position or continue at his current rate of pay, whichever is greater and shall thereafter progress through the wage rates in accordance with Article XII, Section 8 (a), (b) and (c). For lateral transfers or transfers to a lower position, by the employee's choosing, the employee will remain at their current rate of pay until the end of the probationary period at which time they will receive the start rate of the new position.

Section 4. Placement. The Hospital will endeavor to place persons in job openings for which they are selected within thirty (30) days of selection. If the selected person has not been placed within thirty (30) days, such person may ask the Hospital for an explanation and the reasons for failure to place will be provided.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Parental Leave. An employee shall be permitted to take an unpaid leave of absence for parenting purposes with a child born to the employee or employee's spouse, or with an adopted child. Such leave shall commence from the date of birth or date of adoption, and in either case shall not exceed twelve (12) months.

Section 2. Medical Leave. A seniority employee who is unable to work because of illness, injury or other incapacitating reason and whose absence from the job is expected to be for more than five (5) scheduled work days shall, upon furnishing satisfactory evidence of such illness, injury or incapacity to the Hospital be granted a medical leave of absence for the duration of the disability due to such illness, injury or incapacity, but in no event shall such medical leave exceed one (1) year without the written agreement of the Hospital. The employee shall furnish supplementary medical evidence of disability from time to time as reasonably requested by the Hospital. Failure to furnish such medical evidence of disability will result in the termination of the employee's leave. Before any employee on

a sick leave may return to work, the employee must present a doctor's certificate stating that the employee is physically able to return to the employee's regular job. All certifications or other reports from the attending physician will be subject to acceptance by the Hospital's physician. The Hospital reserves the right to have any employee examined by the Hospital's physician at the Hospital's expense in connection with a sick leave which has been granted or in connection with an employee's condition which may indicate that a sick leave is required or may be terminated. In the event of a dispute between the employee's personal physician and the Hospital's physician relative to any of such matters, the employee, the Hospital and the Union will submit the physician selected by the employee's physician and the Hospital's physician and the employee, the Hospital and the Union will be bound by such third physician's opinion.

- (a) Employees who are unable to work because of illness, injury or other incapacitating reason must notify the employee's supervisor promptly and, if possible, prior to the time the employee is scheduled to report to work. Subsequent reporting shall be daily unless such absence is covered by a medical leave for a specified period of time or unless the employee is excused from reporting daily by the Hospital.
- (b) Satisfactory evidence of illness, injury or incapacity as required above will, in those cases where the employee is under the treatment of a physician, consist of a written certification by said physician of the medical need for absence from work including the nature of the illness, injury or incapacity and an estimate by the physician of the probable length of such absence. In the case of hospitalization, verification of such hospitalization is required. In those cases where the employee is not under the care of a physician, the Hospital may require the employee to report to the Hospital's Health Service after an absence of five (5) consecutive scheduled work days for an examination at the Hospital's expense by a physician at such Health Service.

Section 3. Personal Leave of Absence. An employee must have at least one (1) year of seniority and must submit a personal reason for such leave. Except for extraordinary circumstances, a personal leave shall not exceed one (1) month unless further extended by agreement of the Hospital. An employee on a personal leave shall continue to accumulate seniority. Application for such personal leave shall be in writing and shall specifically state the reason for requesting such leave, except in event of emergency, in

which case a verbal request will be accepted. Personal leaves, once granted may be extended upon request for reasons acceptable to the Hospital for three (3) thirty (30) day extensions at the option of the Hospital.

- (a) All vacation earned in the previous anniversary year must be exhausted prior to the beginning of a personal leave of absence.
- (b) The employee agrees when the leave is granted to keep the Hospital informed of any change in his status or condition that caused the employee to request the leave.
- (c) Employee benefits shall not accumulate during personal leaves of absence.
- (d) Vacation shall not be a reason for granting a leave of absence.
- (e) Requests for a leave for employment elsewhere will not be granted.

Section 4. Family and Medical Leave Act. To the extent of conflict between the terms of this Agreement and the requirements of the Family Leave Act, the Family Leave Act will supersede the terms of this Agreement and practices of these parties.

Section 5. Bereavement. A seniority employee will be granted bereavement time without loss of pay for up to a maximum of three (3) scheduled work days to attend or arrange the funeral or memorial service of the employee's father, mother, parent or grandparent of employee's current spouse, child, spouse, brother, sister, grandparent, grandchild, or any step-child or any blood relative/in-law who resides in the employee's household. 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 bereavement time hereunder shall be computed at the employee's regular scheduled hours for each day up to eight (8) hours at the regular 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 be entitled to be off with pay under this Section. In the event the employee is required to travel more than three hundred (300) miles from the City of Trenton for the purposes of attending the funeral of such relative, one (1) additional day of bereavement time shall be granted.

Section 6. Witness and Jury Duty. A seniority employee who is summoned and reports for jury duty as prescribed by applicable law or who is summoned and reports for duty as a witness for the Hospital in judicial proceedings for reasons arising out of his Hospital employment shall be paid the difference between the jury duty or witness fee which is received for such service and the employee's then current straight-time rate, which would have been received if the employee had been scheduled to work for the working time actually lost for required attendance as a juror or as a witness. Time served on jury duty or as a witness shall not be considered as time worked for purposes of computing

overtime. Employees will continue to be credited with said lost working time for purposes of sick/personal days, sickness and accident, vacation and pension benefits.

Section 7. Educational Leave. Upon written application, a seniority employee after one (1) year of employment may be granted a leave of absence without pay, to pursue a full-time education program in an employment related field, for a period of up to twelve (12) months. A copy of the employee's proposed program must be attached to the request for leave. Such leave will be without pay, and during the leave, benefits under this Agreement shall not accumulate or accrue. An educational leave shall require the recommendation of the employee's department head and the approval of the Director of Human Resources.

Note: Employees in nursing school may be placed in a nurse extern program while on an educational leave.

Section 8. Armed Forces Military Leave.

The Hospital will give enlistees and draftees in the Armed Forces of the United States all the benefits accorded them by the Universal Military Training and Service Act, provided he is a seniority employee, he receives an honorable discharge, and he reports for work within ninety (90) days of the date of discharge.

Section 9. Workers' Compensation Leave. An employee who suffers an accidental injury out of and in the course of his employment must notify the department head or the supervisor immediately of the injury. An employee who is off work due to a work-related incident more than seven (7) consecutive days, will be placed on a workers' compensation leave of absence. 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 10. Return from a Leave of Absence. Employees granted a leave of absence for a specific period of time must return at the expiration of such leave. The employee is responsible for contacting their supervisor prior to the expiration date of the leave to determine the employees's work schedule upon return from such leave and be cleared through Employee Health Services at least twenty-four (24) hours prior to return date. Employees returning from an approved leave of absence will be given job assignments in accordance with the following procedure:

- (a) Employees returning from a medical leave of absence a leave of 180 days or less, will be assigned to the position, unit and shift the employee held at the time the leave commenced.

- (b) Employees returning from a medical leave of absence of more than 180 days, will be assigned an available position on the same shift held by such employee as of the date the leave commenced.
- (c) All employees covered by this Agreement returning within 90 days from a leave of absence, other than medical, shall be returned to the status and seniority held at the time the leave commenced (full-time or part-time), if part-time, the hours of part-time work unless otherwise provided herein, seniority permitting.

Section 11. Loss of Benefits. Any employee on any type of leave of absence will not accrue any vacation or sick/personal time. Refer to the appropriate benefit sections of this contract for eligibility for continuation of all other benefits while on leave.

Continuation of Insurance. The Hospital will continue to provide the health insurance coverage and life insurance coverage to employees during the period they are actually receiving Sickness and Accident benefits under this Article, and for a period not to exceed one (1) year during which they are receiving Workers' Disability Compensation benefits.

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

ARTICLE X - VACATIONS

Section 1. Eligibility and Computations. Full-time and part-time employees who have at least one (1) year's seniority shall, after the completion of his first and subsequent full years of employment, be entitled to an annual vacation with pay. Upon completion of the first six (6) months of full-time employment, an employee shall be entitled to one-half (½) of the vacation benefits to which he would be entitled if he had completed one (1) full year of employment and the employee shall be entitled to the balance of such first year's vacation benefits after completion of the first full year of employment. Vacation pay shall be based on his 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. If a temporary employee is given regular employment, his seniority for the purpose of these vacation pay provisions shall be deemed to start at the commencement or the anniversary of the commencement of his regular employment.

Section 2. Benefits. Vacation benefits shall be based on the following:

<u>Upon Completion of</u>	<u>Equivalent Accrual per Hour</u>	<u>Up to an Annual Maximum Accrual Of</u>
1 through 3 years, inclusive	.040 per hour	80 hours
4 through 9 years, inclusive	.060 per hour	120 hours
10 through 14 years, inclusive	.080 per hour	160 hours

Part-time employees will receive vacation benefits on a prorated basis based on their compensated hours.

Section 3. Limitations. The maximum amount of vacation accrual that any employee may maintain at any time is an amount equal to two times his or her current maximum annual accrual.

Section 4. No money payments in lieu of vacation will be made by the Hospital except by mutual agreement with the employee and the Hospital.

Section 5. Scheduling. All vacations must be scheduled with and approved by the employee's department head. Vacation submitted by April 15 of each year shall be granted as far as possible when requested. In case of conflict in the choice of such vacation times, the employee with the greatest seniority will have the first choice of vacation schedule. A vacation schedule based upon requests submitted prior to April 15 will be published prior to May 1. Seniority shall not be considered in the case of vacation requests submitted after April 15, and such requests shall be granted at a time agreeable to both the Hospital and the employee.

Section 6. Vacation Benefits on Termination. In the event a full-time or part-time employee with more than six (6) months of employment voluntarily terminates employment, accrued vacation will be paid.

In the event of death, the employees's accrued and unused vacation pay shall be paid to the employee's heirs or estate. The benefits paid part-time employees will be on a pro-rata basis.

Section 7. Changing Due to Illness. If an employee is sick when his vacation is scheduled to begin or becomes sick while he is on vacation, he will be permitted to change his unused vacation time to another period when it can be scheduled without interfering with

the operation of his department. The employee must notify his supervisor at the onset of the sickness and present a doctor's certificate of sickness upon return to work.

Section 8. An employee's approved vacation will not be interrupted or denied because of a holiday.

Section 9. A full-time employee who desires to take at least five (5) consecutive days of vacation or a part-time employee who desires to take at least three (3) consecutive days of vacation shall, upon request, be paid vacation pay for such vacation time prior to the beginning of such vacation, provided, however, that in order to be eligible to receive such advance payment of vacation pay, the employee's request must be received by the Human Resources Department in sufficient time to enable the vacation pay to be included in a regular paycheck. No special checks will be issued for vacation pay.

Section 10. Employees meeting the eligibility requirements set forth in Section 1 of this Article may take vacation time in one (1) hour increments, provided they give 24-hour notice and have the approval of their department manager to do so.

ARTICLE XI - HOLIDAYS

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

New Year's Day (January 1)	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4)	Christmas Day (December 25)
Four (4) floating days	

Provided the employee meets all of the following eligibility rules and unless otherwise provided in this Article:

- (a) Has seniority as of the date of the holiday.
- (b) Worked in full his last scheduled working day prior to and his next scheduled work day after such holiday unless he presents to the head of his department a reasonable excuse for his failure to work either or both days, which is acceptable to the Hospital and which must be supported by satisfactory proof.

Section 2. Each part-time employee covered by this Agreement 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, for two floating holidays, provided the employee meets the eligibility rules set forth in Paragraphs (a) and (b) of Section 1.

Section 3. Holiday During Vacation. When one of such holidays falls within an eligible employee's approved vacation period and he is absent from work because of such vacation, he shall be paid for such holiday in addition to his vacation pay, unless the employee and the Hospital agree in writing prior to the start of 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, he is off work, drawing Workers' Compensation Insurance pay, Sickness and Accident Insurance pay, or any form of paid or unpaid leave under this Agreement. An employee who is on layoff or on leave of absence at the time such holiday occurs will not be paid for that holiday.

Section 5. Pay for Working Holiday.

- (a) In the event a full-time employee covered by this Agreement is required to work on the above holidays, he shall receive the holiday pay as provided in Section 1 of this Article, and in addition, shall be paid at the rate of time and one-half (1-1/2) the hourly rate for all hours actually worked on such holiday.
- (b) A part-time employee required to work on any of the six (6) holidays designated in Section 1 of this Article shall receive time and one-half (1-1/2) his regular rate of pay for the hours actually worked and in addition, shall receive a holiday allowance computed at straight-time rate in proportion to the hours worked, not to exceed eight (8) hours.
- (c) Employees, who volunteer to work an additional day during a pay period a holiday occurs, will be scheduled to work by seniority provided the employees' services are needed.
- (d) Employees who are mandatoried on a holiday will receive holiday pay for all hours worked and time and one-half for all hours worked.
- (e) Pay For Working Holiday. Employees who work on a holiday are not required to take an additional day off.

Section 6. Failure to Work Scheduled Holiday. If an otherwise eligible employee is scheduled to work on such holiday, but fails to work, he will not be paid for that holiday unless he presents to the head of his department a reasonable excuse for his absence which is acceptable to the Hospital and which must be supported by satisfactory proof. If

an otherwise eligible employee is excused in advance by the head of his department from scheduled work on such a holiday, he shall be paid for that holiday.

Section 7. 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 shall receive eight (8) hours pay for full holidays computed at his current straight-time, hourly rate which is in effect on that holiday, exclusive of premium of any sort whatsoever. These paid hours will not be included in determining an overtime premium for the week in which the holiday occurs.

Section 8. Limitations. The foregoing provisions of this Article shall apply only on 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 anyone or generally.

Section 9. An eligible employee may request to take their floating holiday during the payroll calendar year, provided that the employee has requested the day in writing prior to the schedule deadline in the department.

Section 10. For the night shift, the holiday shall be considered to begin at 11:00 p.m. of the day of the holiday.

ARTICLE XII - HOURS AND WAGES

Section 1. Work Period and Work Day Defined. The standard work period shall begin at 11:01 p.m. Saturday and end fourteen (14) days later at 11:00 p.m. The standard work day shall consist of eight and one-half (8-1/2) hours, consecutive if possible, in a twenty-four (24) hour period, with an unpaid lunch period of one-half (1/2) hour and two (2) scheduled fifteen (15) minute rest periods. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

Section 2. Work Schedules. The Hospital shall plan and post work schedules by noon on Wednesday preceding the first working day covered by the schedule.

A schedule shall be subject to changes by the Hospital after it is posted as are required by the circumstances. When such changes are made in an employee's work schedule, the employee shall be notified as soon as possible and at least forty-eight (48) hours prior to the effective time of the change, except in case of emergency.

In planning the work schedules, it will be the Hospital's policy as a general rule to adhere to the following practices:

- (1) The schedule shall be prepared to cover a four week period.

- (2) To schedule an employee off at least half of the weekend days of every schedule that an employee may be scheduled to work weekends more frequently by the mutual consent of the Hospital and the employee.
- (3) To schedule an employee to work not more than two (2) consecutive weekends.
- (4) To permit an employee who desires a schedule change to arrange for his replacement within the same pay period not resulting in overtime and subject to approval of his department head.
- (5) To permit an employee to request consideration for no more than one particular day off in a schedule subject to staffing needs and seniority. Such request must be submitted at least two (2) weeks prior to the posting of the schedule covering the requested day off.
- (6) An employee who is scheduled to be off work on a Saturday or Sunday immediately preceding or following the employee's approved vacation shall not be rescheduled to work on such Saturday or Sunday without the consent of the employee.

Section 3. Variable Shifts. Variable shifts are defined as any shift variation other than the standard eight (8) hour shift. Such variations may be implemented by the approval of the Hospital and at the employee's request if such variation of shifts meets department and patient care needs. Such agreement to any one particular variable shift does not obligate the Hospital to institute the same shifts in other departments or within a particular department at the same time. The Hospital may eliminate any or all variable shift arrangements upon thirty (30) days advance written notice to the Union. Upon termination of variable shifts, the affected employees will revert to the provisions of this Agreement for all applicable purposes.

Employees working variable shift arrangements will no longer be subject to the eight (8) and eighty (80) provisions of Section 4 of this Article but will be subject to the forty (40) hour work week for overtime pay purposes. Any employee working a variable shift will be required to sign a variable shift agreement specifying the variable shift agreed to, overtime pay provisions of the forty (40) hour work week and the effective date of such agreement. Employees working variable shifts will utilize accrued paid time off to cover their full shifts.

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.
- (b) Time and one-half (1-1/2) 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 during a scheduled fourteen (14) day pay period.
- (d) Paid absences, sick leave and vacations are not included as time worked in computing overtime.
- (e) Opportunities for overtime and additional shifts shall be offered to all employees within a department in the same classification providing the employee is qualified to work the station in the following manner:
 - 1) Equalization by offer for those who want to work
 - 2) Manager completes schedule
 - 3) Available shifts are posted
 - 4) Employee submits request to pick up shifts
 - 5) Requests are placed in order in seniority
 - 6) One request is approved for most senior person through list until all requested shifts approved or disapproved
 - 7) Remaining shifts are offered to contingent
 - 8) Remaining shifts are offered by seniority

Explanation

Available hours on posted schedule will be distributed by continuous rotation through the seniority list of those employees who submitted written requests. This does not include call-ins, cancellations, or any unplanned absences.

- (f) All offers of overtime and/or extra days shall be by personal contact provided the employee is at work.

An employee will be eliminated from the overtime list upon signing a request that the employee prefers not to be included on said list.

Refusal to work overtime will count as hours of overtime in order to move down the seniority list.

Section 5. Tardiness. If an employee is more than thirty (30) minutes tardy and has not called his supervisor and received authorization to report for work late, his supervisor may send him home for the balance of that working day, in which event 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 minutes or less will not result in a pay deduction. For purposes of computing overtime

compensation or deduction for pay for tardiness after six minutes, overtime and tardiness increments of less than an 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 Period. All employees who are scheduled to work an eight (8) hour day shall be allowed a fifteen (15) minute paid rest period during each half, or approximate half, of such working day. If an employee is scheduled to work less than an eight (8) hour day, he shall be allowed a fifteen (15) minute paid period during any portion thereof in which he is required to 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 Schedules A, B and C, attached hereto and made a part hereof.
- (b) Each full-time employee shall progress to the rates indicated in the salary schedules as set forth in Schedules A, B and C, based upon the time actually worked. A break in employment caused by a leave of absence or layoff for more than fourteen (14) consecutive days shall not be counted as time employed in measuring such progression.
- (c) Each part-time employee shall progress in the salary schedules set forth in Schedules A, B and C, based upon his length of service as measured by the number of hours actually worked. For this purpose, 1,000 hours actually worked shall be considered to be the equivalent of six (6) months of service. After a part-time employee has actually worked 1,000 hours, he shall be paid at the six (6) month rate specified in Part I of Schedule A, B or C; after 2,000 hours at the twelve (12) month rate; after 4,000 hours at the twenty-four (24) month rate; and after 6,000 hours at the thirty-six (36) month rate.
- (d) If the status of a temporary employee is changed to that of full-time or part-time employee in the same job classification before the termination of temporary

employment, employment shall be deemed to have commenced on his date of hire, and the employee will be credited with all of his time worked, in accordance with the applicable preceding parts of this Schedule, and will start in full-time or part-time status at the resulting applicable rate. Rate progression thereafter will be determined in the same manner as that of any other full-time or part-time employee in like status.

- (e) (i) Employees who work a minimum of four (4) hours per day on a regularly scheduled shift starting on or after 2:00 p.m., but before 2:00 a.m., will be paid a shift differential of 55 cents (\$.55) per hour over base pay for each hour so worked.
- (ii) Employees who work a swing shift that starts at 10:00 a.m. or later and works an eight (8) hour shift, it is agreed that employees who work such a schedule shall be paid shift premium for the actual hours worked after 3:30 p.m.
- (f) On-Call Pay. An employees who is on-call shall receive one dollar (\$1.00) per hour while on call and, if called in, will receive time and one-half (1-1/2) their base hourly rate and any applicable shift differential for hours actually worked. In addition, an employee who is called in will be paid their regular straight-time rate, exclusive of premium, for the amount of time, if any, between their hours worked and four (4) hours.
- (g) Whenever the term "straight time hourly rate of pay" is used in the Agreement, it refers to and means only the rates of pay which are set forth in or which result from the application of wage rate Schedules A, B or C, and it does not include premium of any sort whatsoever, unless that is expressly stated.

Section 9. Temporary Transfer Rate. In the event an employee is temporarily assigned to perform duties in a higher paying job classification for a period of four (4) consecutive hours or more, the employee shall be paid at the next higher rate in the classification to which temporarily assigned for the entire shift. Employees will not be returned to their former classification for the purpose of avoiding paying the higher rate under this Section.

Section 10. 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 11. Reporting Pay. Whenever an employee is scheduled for work and reports for work without notification by the Hospital that no work is available for him, such employee

shall receive four (4) hours' pay at the regular hourly base rate of pay of the job classification for which he reported to work; provided, however, that this guarantee will not apply in case such work is not available because of circumstances such as failure of power or heat, fire, explosion, lightning, or other Acts of God, damages to the Hospital or portion of the Hospital, or any circumstances beyond the control of the Hospital, or because of any labor dispute. In the event an employee reports late, the four (4) hours' pay shall be reduced by the amount deductible for such late reporting. If the Hospital pays such reporting pay, it may require employees receiving such pay to work four (4) hours at any available work within their department, whether such work is the employee's usual type of work or not.

Section 12. Exceptions - Work Assignments. Non-bargaining unit employees will not perform bargaining unit work except for the purpose of training, instruction or in an emergency situation.

ARTICLE XIII - SICKNESS & ACCIDENT BENEFIT

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

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 for up to 26 weeks. This benefit will begin on the first day of an accident, the first day of a hospitalized illness, and on the eighth day of a nonhospitalized illness.

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

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

Section 5. Employees Must Request S & A Benefits. The employee must initiate the request for Sick and Accident benefits.

Section 6. Period S & A Benefits Cover. Employees who qualify for Sickness and Accident benefits will be paid during sickness only for scheduled working days, for holidays or for hours lost because of sickness not to exceed the amount provided in the Schedule set forth in this Article.

Sickness 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.

Section 7. Partial Disability. A physician may return an employee who has been receiving S & A benefits to work with restrictions. If the Hospital is unable to accommodate those restrictions, then the employee will remain on S & A benefits until such time as the restrictions are lifted or S & A benefits are exhausted.

ARTICLE XIV - SICK/PERSONAL DAYS

Section 1. Each full-time and part-time employee in the bargaining unit earns sick/personal time at the rate of .040 times compensated hours, up to a maximum of ten (10) days. Sick/personal time is earned and accrued on calendar year basis, and is available for use based upon the accrual in the previous calendar year except as provided in Section 2 below.

Section 2. During the first year of employment, employees who have completed six (6) months of employment may use sick/personal hours earned during that year.

Section 3. Sick/personal day allowance shall be paid only for (i) sickness or noncompensable injury; and (ii) personal leave time. Sick pay allowance will not be paid during periods an employee is actually receiving sickness and accident benefit payments under Article XIII of this Agreement. Sick/personal day allowance will be paid for a personal leave day, provided the employee requests, in writing, a day off with pay for personal reasons and receives permission for the time off from his supervisor. The request must be made at least three (3) days in advance of the requested day off.

Section 4. An employee shall receive one (1) day's pay for each full day of sick/personal leave taken up to the maximum allowance. Sick/personal day allowances may be paid only for scheduled work days when the employee is unable to report to work or has properly requested a personal day, and will not be paid to employees on vacation, to employees on a holiday, to employees on a non-sick leave of absence, except an appropriate personal day, or to laid-off employees.

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

Section 6. If an employee calls in sick, the scheduled shifts/hours will automatically be charged.

Section 7. Full-time and part-time employees who have more than six (6) months of service and have completed one thousand forty (1,040) hours of work, who terminate employment, will be paid all unused sick/personal benefit days which were accrued in Banks I and II, as long as the employee gives the Hospital at least two (2) weeks' notice of their intention to terminate and works the entire two (2) week period. Only sick/personal hours accrued during the previous payroll calendar year (Bank I) will be paid to the employee, upon termination, if the employee fails to give and work out the entire two (2) weeks notice.

Section 8. In the event of an employee's death, accrued and unused sick/personal benefit hours to which the employee was entitled at the time of death shall be paid to the persons entitled thereto according to law.

Section 9. If an employee is discharged, he shall receive only such unused banked sick/personal benefit hours as he earned in the year prior to the year of discharge (Bank I).

Section 10. Payment for unused banked sick/personal benefit which were accrued (Bank I) during a previous calendar year will be paid in January.

Section 11. Bonus Program Sick/Personal Days

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

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

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

All employees who cash in less than (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 times 10 days equals \$640.00 times 125% equals \$800.00.

ARTICLE XV - HEALTH CARE BENEFITS

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

- (a) Option 1: Blue Cross/Blue Shield Comprehensive Major Medical Plan. Annual deductibles of \$250 per person, \$500 per family and co-payments of 20% up to a maximum annual out-of-pocket expense limit of \$1,000. Deductibles and co-payments are waived for facility charges when services are rendered at one of the corporation's facilities. Deductibles and co-payments are waived for non-Horizon facilities only for emergency life threatening cases. Prescription drug rider with \$5.00 co-payment is also part of the plan. This option is fully paid by the Corporation for employee, spouse and dependent children.
- (b) Option 2: Blue Cross/Blue Shield/Master Medical Coverage No deductible or co-payment for inpatient hospitalization. Master Medical deductibles of \$250 per person, \$500 per family with co-payment of 20% up to maximum annual out-of-pocket expense limit of \$1,000. Prescription drug rider with \$5.00 co-payment is also part of plan. (Freezing those presently enrolled on the date of ratification with no future enrollment into this plan.)

The premiums for this option, paid by the employee, will be handled through payroll deduction on a per pay basis. Current rates are available in the Human Resource Department.

- (c) SelectCare - Medical Benefits Benefits are available in network or out of the network. The deductibles and co-pay differ if the services are provided out of the network. The premiums for this option, paid by the employee, will be handled through payroll deduction on a per pay basis. Current rates are available in the Human Resource Department.

Section 2. Eligibility. Coverage for employee (as stated above) and eligible dependents. Employee must enroll during the first thirty (30) days of employment and coverage will become effective the first of the month following ninety (90) days of employment.

Section 3. Incentive for Use of Horizon Health Systems Facilities: The deductible and co-payment requirements described above will be waived for hospital services furnished by Horizon Health Systems facilities. Emergency Room charges rejected by third-party payors as non-emergent care will be the responsibility of the employee. The deductible and co-payment will be waived for services of other hospitals if the treatment is for an emergency life threatening condition (as defined by Blue Cross/Blue Shield of Michigan).

Section 4. Sponsored Dependent and Family Continuation Riders will be made available at the employee's option, with the employee to pay the premium.

Section 5. The Hospital's obligation hereunder shall exist, with respect to any employee, only while he is in the active service of the Hospital, and only with respect to a month in which the employee has earnings from the Hospital for work actually performed during the month except as otherwise provided in Section 14 of this Article. If an employee wishes to continue his coverage during any period with respect to which the Hospital's obligation does not exist or apply, the employee shall have the sole responsibility for making all arrangements necessary for the continuance of such coverage at his own expense.

Section 6. The Hospital, by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

Section 7. The provisions of this Article XV 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 coverage is provided under this Section 8 the termination of his employment with the Hospital.

Section 8. Alternate Coverage. An employee will not be eligible for the hospitalization insurance provided under Article XV, Section 1(a) by the Hospital if they are covered by hospitalization insurance which has substantially equal or better benefits than provided under Section 1(a) and which is provided by another employer to another member of the employee's family at no cost to such member of the family.

Section 9. Part-time employees (40 - 63 hours per pay period) are eligible to receive health care insurance under Section 1(a) only for self with no premium charge and spouse and dependents at 50/50 co-pay. Part-time employees (32 - 39 hours per pay period) are eligible to receive health care insurance under Section 1(a) only for self on a 50/50 co-pay.

Section 10. Service Discounts. If an employee, his spouse or dependent children are hospitalized at Riverside Osteopathic Hospital or affiliated units, the Blue Cross-Blue Shield payment shall be considered as full payment for the in-patient charges incurred, excluding telephone, television rental, blood and personal services. The patient's share of payments for x-ray, EKG and EEG will be discounted fifty percent (50%). Other laboratory charges (not paid for by Blue Cross-Blue Shield) will be discounted fifty percent (50%). This section constitutes no guarantee of continuation of any service (except that if the above mentioned services continue to be offered to the public, such service shall continue to be offered to bargaining unit employees), nor availability of bed space or services, nor the establishment of any priorities to Hospital services for employees.

Section 11. Change of Insurance Provider. During the term of this Agreement, the Hospital may request the Union to meet and bargain as to an alternate carrier or alternate

method of providing medical, hospital, surgical and vision benefits. Such request shall be in writing, and thereafter, within thirty (30) days, the parties will meet and bargain as to the items as identified in this Section 11. Any agreement reached by the parties shall be implemented as soon as reasonably possible after such negotiations.

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

ARTICLE XVI - DENTAL INSURANCE

The Hospital will provide to employees who normally work thirty-two (32) hours or more per week and enroll in the plan, a dental insurance program providing for payment of 80/20 co-pay of treatment costs on Class I and II benefits with \$1,000 per person total per contract year. Also, a 50% co-pay on Class III Benefits (orthodontics) with a \$1,000 lifetime maximum. Part-time employees who normally work 40 up to 63 hours per pay period are eligible for coverage for employee or employee and family at one-half the total premium amount paid by the employer. Premium charges will be handled through payroll deduction on a per pay basis. Said coverage shall become effective at the beginning of the calendar month following completion of the new hire probationary period.

ARTICLE XVII - OPTICAL INSURANCE

At the beginning of the month following completion of the probationary period, the Hospital will provide to each employee who normally works at least thirty-two (32) hours per week and who enrolls in the plan, a vision care program. Such program will be provided upon an 80/20 co-pay basis. The plan will pay 80% of the reasonable and customary charges for most vision care examinations by participating physicians or optometrists. Visual tests and exams, lenses and frames are covered once in every twenty-four (24) consecutive months. Part-time employees normally working 40 up to 63 hours per pay period are eligible for coverage for employee or employee and family at one-half (½) the total premium amount paid by the employer. Premium charges will be handled through payroll deduction on a per pay basis. Detailed information relative to the vision care benefits will be provided each employee as of the effective date of such benefits.

ARTICLE XVIII - LIFE INSURANCE BENEFITS

Section 1. Group Life Insurance.

- (a) The Hospital will maintain, at its own expense, a group life insurance policy or policies, covering the life of each employee who normally works at least thirty-two (32) hours per week in the principal amount of one times annual earnings rounded to the higher next \$1,000 to age 65 payable to the beneficiary named by the insured employee.

Annual earnings for full-time employees shall be computed by multiplying the employee's base straight time hourly rate by 2080. Also add accidental death and dismemberment equal to the principal life insurance amount for loss suffered as a result of a non-work related accidental injury subject to the terms and conditions set forth in the policy between the Company and the insurance carrier. Such insurance coverage will commence at the beginning of the calendar month following completion of the probationary period.

- (b) Except as provided in Section 14 of this Article, if a covered employee's employment or status as a employee normally working at least thirty-two (32) hours per week is terminated, this insurance benefit shall be discontinued to such employee.

Section 2. Optional Group Term Life Insurance. Optional individual life insurance coverage for employee and family members is available through convenient payroll deduction at employees' own expense.

- Plan A: Two times annual earnings for self.
- Plan B: One times annual earnings for self.
- Plan C: \$10,000/\$5,000 for spouse/dependents.
- Plan D: \$5,000/\$1,000 for spouse/dependents.

ARTICLE XIX - LONG-TERM DISABILITY COVERAGE

The Hospital agrees to make available a representative to offer an individual long-term disability program which will be available to employees at the employees' cost.

ARTICLE XX - EDUCATIONAL ASSISTANCE

Any seniority full-time or part-time 64-hour employee who has completed one (1) year of employment will be eligible to apply for a reimbursement loan not to exceed the amount of \$1,400 per academic year which the employee completes and maintains a "C" average or a passing grade in the case of pass/fail system to partially defray tuition and other education expenses. The reimbursement loan will be subject to the following conditions.

- (a) The employee, upon completing each semester for which a reimbursement loan is requested, shall present to the Hospital satisfactory evidence of completion of such semester with the required grade level.
- (b) The employee will then be granted a reimbursement loan in the appropriate amount which will be evidenced by a demand promissory note. The amount of such demand promissory note will be forgiven at the rate of \$75 per month for each month of active employment by the employee at the Hospital following completion of such semester. If the employee does not continue in the employment of the Hospital for a period sufficient to have the entire amount of the reimbursement loan forgiven, the balance due will be repaid upon termination of employment or resignation.
- (c) Employees who intend to apply for a reimbursement loan must advise the Hospital at least thirty (30) days prior to the commencement of the semester for which such reimbursement loan will be requested and receive the written approval of the Vice President of the Hospital.
- (d) Part-time employees who are regularly scheduled to work at least forty (40) hours per pay period, but less than sixty-four (64) hours per pay period, who meet all other eligibility requirements of this section, will be entitled to a reimbursement loan not to exceed the amount of \$700 per academic year to be forgiven at the rate of \$40 per month. Such reimbursement loan shall be subject to all other provisions of this section.
- (e) All requests for reimbursement loans and the rate of forgiveness will be approved according to the status of the employee at the time of application. However, an employee will only be allowed the higher reimbursement loan and rate of forgiveness once in an academic year if she transfers from full-time to part-time status after the approval of her educational assistance request.

ARTICLE XXI - RETIREMENT PLAN

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.

Retiree Health For the life of this Agreement, the Hospital shall provide an annual credit toward the purchase of health insurance coverage for those employees who retire from active employment under the Detroit Osteopathic Hospital Corporation Retirement Income Plan.

Employees may elect to receive one (1) of the following insurance coverages:

- A. Medicare Complimentary Coverage (Age 65)
- B. HAP/HMO with Prescription Rider (Age 65)
- C. Basic Coverage (Early Retirees Age 55-64) until such time as they are eligible for Medicare Complimentary coverage

Health care premiums for active employees who retire after the ratification date through March 1, 1998 will be frozen at the rates that were in effect on March 1, 1996.

On March 2, 1998, the retiree health insurance premium will be recalculated to reflect the levels that are specified by the insurance carriers or the illustrative rates that are in effect at that time.

- Credit toward retiree medical coverage equals ten times (age + service) points at time of retirement.
 - 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 yrs., 9 mos. of service = $62.5 + 19.75 = 82.25$ points
= $82.25 \times \$10 = \822.50 annual credit

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

- Coverage for employee only
- Must retire from active employment

In lieu of the above-noted coverage available to Early Retirees (Age 55 to 64), the employee 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.

The Health care provided to retirees may be unilaterally modified by the Hospital from time to time, but shall, at all times, be identical to the Health care coverage provided to all other Horizon retirees whose Health care premium is calculated based on the above point system.

ARTICLE XXII - VOLUNTEER ORGANIZATIONS

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 XXIII - 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. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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 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 arrange such physical examination by Hospital personnel, without cost to the employee for all employees upon hiring and as required by the Hospital.

Section 4. Uniforms. Employees shall be required to wear uniforms while at work if and as prescribed by the Hospital. The acquisition, maintenance and cleaning of the uniforms shall be the responsibility of the individual employee. The Hospital shall not prescribe a change of uniforms which results in the current uniform being unusable during the term of this Agreement. All employees are to be neatly dressed and well groomed at all times.

Section 5. Hospital Orientation. The Hospital will conduct an orientation program for all newly hired employees. All newly hired employees shall be required to participate in the orientation program. Newly hired employees will be afforded the opportunity to meet with a union steward during the initial orientation phase so that the steward may orient the employee to the bargaining unit practices and provisions of this agreement.

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 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 an 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 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 with the Hospital in investigating health and safety conditions and the Hospital will carefully consider any reasonable recommendations made by the Union in respect thereto. 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 supervisor any malfunction of equipment or any unsafe working conditions which 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 established safety regulations may be treated as cause for discharge.

Section 8. Bulletin Board.

- (a) The Hospital will provide a bulletin board in the Hospital for the exclusive use of the Union. Notices of Union meetings, Union recreational and social affairs, and Union elections and appointments may be posted on this board without prior approval, but no other notices shall be posted thereon without the prior approval of the Hospital's Director of Human Resources.
- (b) Except as permitted in (a) 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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 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, B and C, and letters attached hereto, and it expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

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 of such Article, Section or provision held invalid.

Section 12. This Agreement supersedes and replaces all prior Agreements, practices, or understandings between the employees covered hereby and the Hospital.

Section 13. The Hospital and the Union recognize the principle of good patient care. Therefore, Patient Care Assistants in the Nursing Department will receive patient reports during the first half hour of their shift. It will be the responsibility of the Patient Care Director or Charge Nurse on each unit to see that each Patient Care Assistant receives the report she needs at the beginning of each shift. If a Patient Care Assistant does not receive the report, she should report that fact immediately to the Patient Care Director.

Section 14. In each contract year, the Hospital will permit not more than eight (8) Union stewards or alternates to attend up to a two day training session, provided the Union has advised the Hospital's Director of Human Resources in writing at least ten (10) days in advance of the names of the stewards and the date of such training session. Stewards or alternates who attend such training session shall receive up to sixteen (16) hours pay at their straight-time hourly rate for time lost. Stewards or alternates will continue to be credited with said lost working time for purposes of sick/ personal days, sickness and accident, vacation and pension benefits.

Section 15. Gender. All references to employees covered by this shall be deemed to apply to both male and female regardless of the gender implied in the reference, those matters which from the context can only apply to the other.

Section 16. The Hospital will attempt to maintain a reasonable work load for all employees.

Section 17. Medical Technologists and Medical Laboratory Technicians will not be routinely scheduled for Assistant Laboratory (Phlebotomist) work.

Section 18. Paychecks. Each employee covered by this Agreement will be paid by check on alternating Fridays. Employees who work on the 3:00 p.m. to 11:00 p.m. shift or are scheduled off on a Friday, may pick up their checks on Thursday afternoon after 3:00 p.m. following the pay ending. No employee will cash or otherwise negotiate a paycheck prior to 7:30 a.m. on Friday. Paycheck corrections for errors made by department/Human Resources, will be made by the following Tuesday by separate check; balance of corrections will be added to the following paycheck.

Section 19. Transportation Aides. Employees shall not be required to transport patients off the Hospital premises.

Section 20. Recognizing that the parties desire to establish a cooperative, constructive relationship, the parties will, upon mutual agreement, meet to discuss problems of interest or concern to both sides. Such meeting shall be between two representatives of the Employer and two representatives of the Union. Suggestions dealing with working conditions and methods of improving Hospital operations may also be entertained. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up will be presented at the time the conference is requested.

Section 21. Monthly Steward/Management Meetings. Monthly meetings will be scheduled for the purpose of Union Stewards and Management to meet to discuss concerns and problems the bargaining unit members or Management may be experiencing. In December, a meeting schedule will be issued for the upcoming year. Union Stewards and Management personnel may add items to the agenda by contacting the Secretary to the Director of Human Resources prior to each meeting. Meetings will be canceled if there are

no agenda items. The Business Representative or President of the Local may attend any meeting.

Section 22. Successor Clause In the event that action is taken to substantially modify operations of Riverside Osteopathic Hospital during the proposed term of this agreement, it is the intent of hospital management to honor the terms of this agreement (or negotiate their modification) with Local 79, S.E.I.U. In the unlikely event that the facility is permanently closed, hospital management will provide the Union with as much advanced notice, of such closure, as practicable (in order to negotiate the affects of closure). However, no less than 60 days notice will be provided to the Union.

Section 23. New Policies and Procedures New and/or revised nursing and/or applicable Human Resource policies and/or procedures will be reviewed with the union stewards prior to implementation during monthly Steward/Management meetings. Copies of such policies, procedures and/or work rules will be made available to the stewards and copies sent to Local 79, S.E.I.U.

ARTICLE XXIV - SUSPENSION, DISCIPLINE OR DISCHARGE

Section 1. Employees covered by this Agreement shall not be disciplined or discharged without just cause. Disciplinary action will be on a corrective progressive basis, utilizing verbal warnings, then written warnings followed by disciplinary suspensions, the length of which will be based upon the nature of the offense, followed by discharge, if necessary. The Hospital and the Union recognize, however, that there are some offenses which, by their nature, may justify discharge or discipline in the first instance without any prior warnings. All disciplinary actions or discharges will be subject to the grievance procedure in accordance with the provisions thereof.

Section 2. In the event an employee's conduct is such that a disciplinary layoff or discharge may be indicated, the employee may first be suspended by the Hospital for a period of not more than three (3) work days and during this period of suspension the Hospital shall investigate the matter. Not later than the end of the third work day following the suspension the Hospital will notify the employee and the Union in writing as to its decision. In the event the Hospital determines that no disciplinary action is indicated, the employee will be paid for all time lost during the period of investigatory suspension.

Section 3. In the application of disciplinary action, verbal warnings, written warnings and suspensions will be disregarded after the period of time specified below, provided there has been no recurrence of the violation during said period.

(a) Verbal and Written Warnings – After 12 Months

(b) Suspensions -- After 24 Months

ARTICLE XXV - UNION-MANAGEMENT COMMITTEE

Section 1. In order to better utilize the knowledge and experience of the employees to improve and maintain quality patient care and services and promote the best possible working conditions for employees, Union and Management agree to undertake a new spirit of co-operative Union-Management relations. To further this objective, Union and Management will form a Union-Management committee. Such committee will be used to increase employee participation in decision analysis and problem solving regarding the efficient and effective operation of the Hospital.

Such committees shall not take up grievance issues or substitute for the grievance procedure.

Any questions arising out of the interpretation, application, procedure or administration of the Union-Management committee shall be resolved by the President of the Local Union or his designee and the Administrator of the Hospital or his designee.

Section 2. Members of the Committee. Each Local 79 bargaining unit will be afforded an opportunity to have one (1) representative on the Committee. Management will be afforded the opportunity to name supervisory/Management representatives to the Committee in a number equal to the Union representatives on the Committee.

No other individuals may participate in such Committee Meeting without the approval of the Union and Management Chairpersons. Management and Union are free to designate individuals of their choosing. However, the parties recognize that the success of the Committee will depend on those individuals serving. Accordingly, the parties agree that ideal individuals to serve on the Committee will possess many of the following characteristics: (a) concern for the success of Riverside Osteopathic Hospital; (b) concern for the welfare of employees; (c) the ability to analyze information in an objective manner; (d) the ability to develop innovative ideas and solutions; (e) the ability to work cooperatively and constructively with others with different points of view; (f) a willingness to contribute the necessary time and energy to make the Committee successful; and (g) sufficient authority within the respective organizations to enable the Committee's work and recommendations to receive fair review and consideration by the Management and the employees.

Section 3. Functioning of the Committee. Management and Local 79 shall each designate one (1) Co-Chair of the Committee. The Committee shall meet not less than two (2) times per year. Either of the Co-Chairs may call a meeting of the Committee after obtaining

mutual agreement with the other Co-Chair. Times, dates and meeting locations shall be determined by the Co-Chairs in consultation with the other Committee members. All Committee meetings will function under Roberts Rules of Order. The Committee will appoint a Recording Secretary. Agendas should be sent out to all Committee members prior to the meeting if possible. Members of the Committee, who are also employed by Riverside Osteopathic Hospital shall serve without loss of pay.

Section 4. Charge of the Committee. The Committee shall be responsible for developing recommendations for each of the following:

- (a) Identify all occupations at Riverside Osteopathic Hospital, both inside and outside the bargaining unit, that present increased or decreased future employment opportunities;
- (b) Review bargaining unit positions, with a creative approach so as to recommend possible restructuring to enhance their future employment opportunities;
- (c) Establish a forum for Union and Management to communicate and discuss developments and potential future developments affecting employment at Riverside Osteopathic Hospital.

Section 5. Commitment of Parties. It is the intent of the parties to enable employees to know where future employment opportunities exist inside and outside the bargaining unit and obtain training for same. Accordingly, the parties agree to give full and fair consideration to bargaining unit employees who apply for such positions outside the bargaining unit.

Section 6. Good Faith of Parties. This Article represents a new and innovative approach by the parties to enhance their relationship for benefit of Management, employees and patient served. The success of this approach depends on the determination of the parties to see it succeed. Accordingly, neither party may file a grievance and/or rely on this Article for any grievance or use this Article to evade any provisions of the Labor Agreement.

ARTICLE XXVI - STAFFING COMMITTEE

The Staffing Committee, composed of representatives from the Union and Management, is responsible for making recommendations to Management regarding the issues of overtime, pulling, and written complaints of short staffing that are not addressed through some other mechanism currently in place. The focus of the committee will be on process improvement and clarification and will be exclusive of the grievance procedure.

Representation from the Union on the committee will be composed of no more than three (3) Registered Nurses, one (1) Licensed Practical Nurse and four (4) members of the Service Unit. Representation from Management on the committee will include the Staffing Coordinator, a Staffing Clerk, one (1) Supervisor from Food & Nutrition, one (1) Supervisor from Housekeeping and the Director, Nursing Support Services.

It is the responsibility of the Union to request that the committee meet. The initial request will be directed to the Director, Nursing Support Services who will facilitate arranging the meeting. Thereafter, it will be the responsibility of the Chairperson of the committee elected by committee members at the first meeting. The committee is responsible for maintaining minutes at all meetings and providing a copy of such minutes to the Union Business Agent, Director of Human Resources and the Administrator, Patient Care Services.

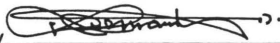
ARTICLE XXVII - DURATION

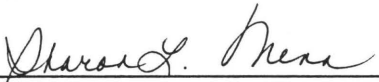
Section 1. This Agreement shall be effective as of the 7th day of March 1996, and shall remain in full force and effect through the 6th day of March 1999. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the 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 effect 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.

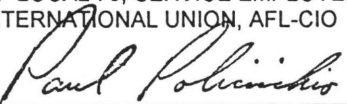
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.


FOR THE EMPLOYER:
RIVERSIDE OSTEOPATHIC HOSPITAL,
TRENTON, MICHIGAN

By 
DENNIS R. LEMANSKI,
Vice President/Chief Administrative
Officer

By 
SHARON L. MENA
Director, Human Resources

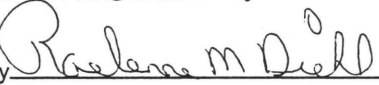
FOR THE UNION:
HOSPITAL EMPLOYEES DIVISION
OF LOCAL 79, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

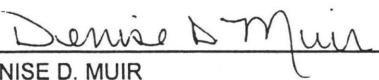
By 
PAUL J. POLICICCHIO, President

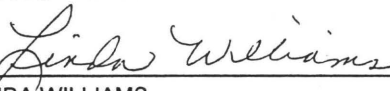
By 
NORBERT PRZYBYLOWICZ, Suburban
Coordinator

UNION NEGOTIATING COMMITTEE

By 
SHELBY A. BAGGETT

By 
RAELENE M. DIEHL

By 
DENISE D. MUIR

By 
LINDA WILLIAMS

By 
PATRICIA A. DANDY

By 
PAULA K. MONK

By 
SUSAN A. SHOEMAKER

SCHEDULE A

Effective the first full pay period after March 7, 1996 (March 10, 1996):

<u>Dietary</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Baker	\$ 9.62	\$ 10.24	\$10.64	\$10.99	\$11.47
Cook	\$ 9.62	\$ 10.24	\$10.64	\$10.99	\$11.47
Dietary Aide	\$ 8.38	\$ 8.93	\$ 9.29	\$ 9.55	\$ 9.90
Stock Clerk	\$ 9.19	\$ 9.82	\$10.17	\$ 10.58	\$10.94
<u>Nursing Group</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patient Care Assistant	\$ 8.99	\$ 9.58	\$ 9.94	\$10.29	\$10.65
Physical Therapy Aide	\$ 8.99	\$ 9.58	\$ 9.94	\$10.29	\$10.65
Trans. Aide	\$ 8.38	\$ 8.93	\$ 9.29	\$ 9.55	\$ 9.90
Lab Assistant	\$ 9.39	\$10.06	\$10.37	\$10.83	\$11.15
Unit Secretary	\$ 9.39	\$10.06	\$10.37	\$ 10.83	\$11.15
<u>Housekeeping Group</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Housekeeper	\$ 7.71	\$ 8.21	\$ 8.53	\$ 8.84	\$ 9.27
Group Leader	\$.35 per hour over above rates				

SCHEDULE B

Effective the first full pay period after March 7, 1997 (March 9, 1997):

<u>Dietary</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Baker	\$ 9.62	\$10.50	\$10.91	\$11.26	\$11.76
Cook	\$ 9.62	\$10.50	\$10.91	\$11.26	\$11.76
Dietary Aide	\$ 8.38	\$ 9.15	\$ 9.52	\$ 9.79	\$10.15
Stock Clerk	\$ 9.19	\$10.07	\$10.42	\$10.84	\$11.21
<u>Nursing Group</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patient Care Assistant	\$ 8.99	\$ 9.82	\$10.19	\$10.55	\$10.92
Physical Therapy Aide	\$ 8.99	\$ 9.82	\$10.19	\$10.55	\$10.92
Trans. Aide	\$ 8.38	\$ 9.15	\$ 9.52	\$ 9.79	\$10.15
Lab Assistant	\$ 9.39	\$10.31	\$10.63	\$11.10	\$11.43
Unit Secretary	\$ 9.39	\$10.31	\$10.63	\$11.10	\$11.43
<u>Housekeeping Group</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Housekeeper	\$ 7.71	\$ 8.42	\$ 8.74	\$ 9.06	\$ 9.50
Group Leader	\$.35 per hour over above rates				

SCHEDULE C

Effective the first full pay period after March 7, 1998 (March 15, 1998):

<u>Dietary</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Baker	\$ 9.62	\$10.76	\$11.18	\$11.54	\$12.05
Cook	\$ 9.62	\$10.76	\$11.18	\$11.54	\$12.05
Dietary Aide	\$ 8.38	\$ 9.38	\$ 9.76	\$10.03	\$10.40
Stock Clerk	\$ 9.19	\$10.32	\$10.68	\$11.11	\$11.49
<u>Nursing Group</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patient Care Assistant	\$ 8.99	\$10.07	\$10.44	\$10.81	\$11.19
Physical Therapy Aide	\$ 8.99	\$10.07	\$10.44	\$10.81	\$11.19
Trans. Aide	\$ 8.38	\$ 9.38	\$ 9.76	\$10.03	\$10.40
Lab Assistant	\$ 9.39	\$10.57	\$10.90	\$11.38	\$11.72
Unit Secretary	\$ 9.39	\$10.57	\$10.90	\$11.38	\$11.72
<u>Housekeeping Group</u>	<u>Start</u>	<u>6-Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Housekeeper	\$ 7.71	\$ 8.63	\$ 8.96	\$ 9.29	\$ 9.74
Group Leader	\$.35 per hour over above rates				

LETTER OF UNDERSTANDING
PATIENT SITTER

Unit Secretaries will only be used if other coverage is not available.

LETTER OF UNDERSTANDING
LOUNGE

Until a decision is reached regarding the availability of the space on the dock as an enclosed smoking area, the Hospital agrees to clean and maintain the area presently being used.

LETTER OF UNDERSTANDING
POLICY STATEMENT REGARDING SUBSTANCE ABUSE

Riverside Osteopathic Hospital will continue its efforts and resolve to maintain a drug-free work place. It is illegal for employees to possess, use, consume, distribute, sell, offer for sale or be under the influence of intoxicants, narcotics or any controlled substance on Hospital property at any time. Employees who have prescriptions for controlled substances from their personal physician are required to get permission from their supervisor to either work or to take the medication while at work.

The Hospital has an employee assistance program for substance abuse as well as health care coverage for in-patient and out-patient care for treatment of substance abuse.

The employee assistance program is managed by the Human Resources Department and all inquiries for assistance are kept strictly confidential. Employees seeking assistance are given a choice of several referral agencies outside the Hospital. The referral agencies will evaluate the employee's condition and determine whether the employee should be referred to an in-patient or out-patient treatment program. Employees who are referred to either out-patient or in-patient programs are covered by the Hospital's health care program and Sick and Accident program providing the employee is eligible for such coverage.

Employees who seek assistance voluntarily and without employment related provocation will not receive any form of disciplinary action and their inquiries will be kept strictly confidential. Employees may seek assistance through their immediate supervisor, their department director, division director, the Human Resources Director or the Vice President.

Employees seeking assistance will not be required, as a condition of referral, to admit the nature, degree, volume of consumption, the length of their involvement or the particular substance or substances they may have abused. No record of their referral or treatment will be kept as a part

of the employee's personnel file (exception: this will not apply to employees guilty of Standards of Conduct violations related to substance abuse prior to entering the referral program).

After a voluntary referral, an employee may or may not elect to enter into a recommended in-patient or out-patient treatment program without fear of reprisal or disciplinary action due to the employee's decision to refuse treatment.

The Human Resource Department will confidentially arrange a leave of absence for employees who enter an in-patient treatment program. Employees who enter an out-patient treatment program and have temporary scheduling difficulties may seek temporary assistance from the Human Resource Department.

LETTER OF UNDERSTANDING
EMPLOYEE RETIREMENT WINDOW

Employees who are on the active payroll on the date of ratification and who meet the eligibility requirements for retirement as defined in the Detroit Osteopathic Hospital Corporation Retirement Income Plan (the "Plan") and who elect to retire from active employment and begin to collect their retirement benefits between August 1, 1996 and August 1, 1997 may elect to receive one of the following health insurance coverages, for the employee only:

1. Blue Cross Blue Shield Complimentary Coverage (age 65)
2. Blue Cross Blue Shield Basic Coverage (early retirees age 55 through age 64) until they are eligible for Medicare Complimentary coverage.

The above stated coverages will be provided to the retiree, at no cost to the retiree, for the duration of their retirement. However, such retiree health coverage may be unilaterally modified by the Hospital, from time to time, but shall, at all times, be identical to the health care coverage provided at no cost to Horizon's other retirees who receive their retiree health care at no cost to the retiree as such modification does not result in a reduction of benefits or eligibility.

