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AGREEMENT

Between

RIVERSIDE OSTEOPATHIC HOSPITAL  
Trenton, Michigan

and

UNITED PLANT GUARD WORKERS OF AMERICA  
Local 114

March 7, 1995 to March 6, 1998

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*Riverside Osteopathic Hospital*

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Riverside Osteopathic Hospital  
Local 114 - March 7, 1995

AGREEMENT

THIS AGREEMENT, effective the 7th day of March, 1995, by and between RIVERSIDE OSTEOPATHIC HOSPITAL (hereinafter referred to as the "Hospital") and the UNITED PLANT GUARD WORKERS OF AMERICA (hereinafter referred to as the "Union").

ARTICLE I

Union Recognition - The Collective Bargaining Unit

Section 1.1. Description of Unit - The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of all full time and part time security guards certified on June 19, 1984 by the National Labor Relations Board in Case No. 7RC-17300. Excluded from the aforesaid bargaining unit are supervisory, confidential, executive and managerial employees and all other employees.

Section 1.2. Definition of Employee - Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement.

(a) A full-time employee covered by this Agreement is one who is regularly scheduled to work eighty (80) hours in a payroll period.

(b) A part-time employee is one who is regularly scheduled to work less than eighty (80) hours in a payroll period.

(c) Contingent employees are those hired to replace employees who are unable to work because of illness, vacation, holiday, emergency or other similar reasons. Contingent employees will not receive any of the benefits of this contract except the wage rate for the classification in which they work.

A contingent employee will be notified of their status at such time of hire, and the union will also be notified. If the union feels the hospital has violated the provisions of this Section, then a meeting will be called to resolve any differences.

## ARTICLE II

### Union Security

**Section 2.1.** It shall be a continuing condition of employment with the Hospital that employees covered by this Agreement, both present employees and new employees, who have worked for the Hospital thirty-one (31) calendar days, and come under this Agreement, shall become and remain good standing members of the Union.

**Section 2.2 Check-Off.** Upon receipt of a written authorization from an employee, the Hospital shall, pursuant to such authorization, deduct from the wages due said employee each month, starting the first pay period following the completion of the employee's thirty-one (31) days of employment, and remit to the Union regular monthly dues, initiation fees and uniform assessments as fixed by the Union.

**Section 2.3 Monthly Dues.** Each month, the Hospital shall remit to the Union, by the twenty-fifth (25th) of the month, deductions for dues and initiation fees and uniform assessments made from the wages of employees for the preceding month, together with a list of all employees from whom dues and/or initiation fees have been deducted. The Hospital agrees to furnish the Union each month with the names of newly-hired employees, their addresses, social security numbers, classifications of work, their dates of hire, and also the names of terminated employees, together with their dates of termination and names of employees on leave of absence. The Hospital shall deduct from the last paycheck of any employee whose employment is terminated for any reason, the dues which are owed and unpaid as of his/her date of termination.

**Section 2.4.** It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union and its members hereby agree that they will indemnify and hold the Hospital harmless from any and all claims, demands, suits, actions, proceedings or other forms of liability by any employee arising from deductions made by the Hospital in reliance upon payroll deduction authorization and/or other notice of changed rate of dues submitted under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Any refund of dues or initiation fees to which an employee may be entitled shall be made by the Union. Check off forms will be supplied by the Union.



## ARTICLE III

### Representation

**Section 3.1. Stewards** - For the purpose of adjusting complaints in accordance with the adjustments of complaints procedure, the Union shall be represented by one Steward and an alternate who shall serve in the absence of the Steward. When the Steward is absent from the Hospital, a designated alternate will serve in his place. The Steward and designated alternate shall constitute the bargaining committee. The Steward and alternate must be employed in the bargaining unit for at least six (6) months.

**Section 3.2. Steward Representation** - When the Steward has an individual grievance in connection with his own work, he may ask for the alternate or designee to represent him.

**Section 3.3. List of Stewards** - The names of the Steward and alternate steward will be given to the Hospital Human Resources Director in writing signed by the President of the Local. Changes, if authorized, shall be made in writing by the President of the Local.

**Section 3.4. Reduction** - When there is a reduction in the work force, the Steward will be retained at work regardless of length of seniority.

**Section 3.5. Steward's Time** - Time spent by Union Stewards in investigating grievances or other Union business shall not interfere with their normal duties. The Steward must first obtain permission from his immediate supervisor before leaving his job to investigate grievances or to conduct other Union business. They shall be granted reasonable and adequate time to carry out their Union duties and return to work as soon as possible after completing such duties. The Supervisor shall not arbitrarily or unreasonably withhold such permission.

Should the Union believe that the steward is being unreasonably denied permission to leave his work to attend grievance meetings or other official Union business, it may discuss the matter directly with the Human Resources Department.

**Section 3.6. Access of Union Representative** - The Union officers/representatives shall, with the approval of the Hospital Human Resources Director, have access to the premises at reasonable times for the purpose of discussion of Union business with employees in the unit.

## ARTICLE IV

### Management Rights

**Section 4.1. Hospital Rights and Responsibility.** The Hospital management shall have 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 for cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty for legitimate reasons, and to maintain discipline and efficiency among employees, to decide the number of employees needed for efficient, proper and safe 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. The right to contract or subcontract is vested in the Hospital. The right to contract or subcontract shall not be used for the purpose of eliminating the job classification contained in Appendix A of this Agreement. Contracting or subcontracting shall not be used to the extent that it causes a bargaining unit member to be laid off. Management shall also have the right to introduce new or improved working methods at facilities.

(a): 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 exercise such rights contrary to the provisions of this Agreement.

(b): Rules. The Hospital shall have the right to promulgate from time to time, and to enforce reasonable rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Hospital, so long as they are not inconsistent herewith. Any employee who violates or fails to comply therewith shall be subject to discipline or discharge subject to the grievance procedure. Such rules shall be posted and a copy provided to the Union and each steward.

### **Section 4.2. No Strike/No Lockout.**

(a) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike, slowdown or other interference with normal operations of the Hospital, whether complete or partial, and shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work, or interference of any sort whatsoever with any of the normal operations of the Hospital or in any conduct which causes or results in such interference. Any employee who engages in any such

prohibited conduct shall be subject to discipline or discharge. The grievance procedure, as defined and set forth in this Agreement, shall be the sole remedy available to the employees or the Union.

(b) The Union agrees that neither it, nor any of its representatives shall either directly or indirectly authorize, permit, assist, encourage, condone, defend or in any way participate in or lend support to any conduct prohibited by Section 2(a) of this Article; and the Union further agrees that it will use its best effort to prevent any of such prohibited conduct.

(c) The Hospital agrees that it will not lock out its employees.

**Section 4.3. Discrimination** - The Hospital and the Union in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin or handicap. The terms and conditions of this Agreement between the Hospital and the Union always have applied equally to all employees, regardless of such considerations.

## ARTICLE V

### Seniority

**Section 5.1. Seniority Lists** - Seniority lists shall be maintained and furnished to the Union upon request. The seniority list shall include employee name and seniority date. The seniority date will be the first day worked as a security guard. Separate seniority lists shall be maintained for full time and part-time employees.

**Section 5.2. Probationary Period** - A new employee shall be considered a probationary employee for the first ninety (90) calendar days of employment. Upon completion of the probationary period, the name of such employee shall be added to the appropriate seniority list with their seniority date. In case two or more employees start to work at the same time, their seniority date shall 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
	234-56-7890	
	345-67-8901	Lowest

**Section 5.3. Loss of Seniority** - Any employee shall lose his seniority if:

- (a) He quits
- (b) He is discharged and not reinstated through the grievance procedure.
- (c) He is absent for three (3) consecutive working days without properly notifying his supervisor. Such employee shall be reinstated only if he furnishes a reason satisfactory to the Hospital for his failure to notify the supervisor, either personally or by a direct telephone conversation.
- (d) He fails to return to work within three (3) consecutive working days after being notified to return to work. Such employee shall be reinstated if he furnishes a reason satisfactory to the Hospital for not returning to work and for not notifying his supervisor, either personally or by direct telephone conversation.
- (e) He is laid off for more than one (1) consecutive year, or length of seniority at the time of layoff, whichever is greater, up to a maximum of three (3) years.
- (f) He makes a false statement which is material on his application for employment, or on his application for leave of absence.
- (g) He fails to report for work upon termination of any leaves of absence. Such employee shall be reinstated only if he furnishes a reason satisfactory to the Hospital for not returning to work and for not notifying the Hospital of his inability to return to work.
- (h) He is retired pursuant to any pension plan in effect.
- (i) An employee promoted or transferred outside of the bargaining unit will maintain any accumulated seniority for a period of ninety (90) calendar days. In the event such employee does not return to the bargaining unit prior to the end of such ninety (90) calendar day period, the employee will lose seniority and have no rights to return to the bargaining unit, except as a new hire.

**Section 5.4. Layoff and Recall.**

**(A) Layoff.**

1. The Hospital will notify the bargaining unit of the number of persons to be laid off or the reduction of hours to be worked and employees then working may volunteer to accept a layoff or a reduced number of hours, and in that event, the reduction in work force shall be accomplished from such volunteers.

2. In the event there are an insufficient number of volunteers, the reduction in the work force shall be accomplished by laying off or reducing hours of probationary employees in any order. In the event a further reduction is necessary, employees shall have their hours reduced in the reverse order of their seniority, and if necessary, employees shall be laid off or have their hours reduced in the reverse order of seniority.

**(B) Recall.**

Recall shall be based on reverse order of layoff. Employees shall be recalled to the status (full-time/part-time) the employee held at the time of lay-off.

**Section 5.5.** When a new job is created or vacancies occur, a notice of said job or vacancy will be posted (except those indicated under Section 5.4(B) of this Article), on the employees' bulletin board for five (5) working days. This notice shall set forth a description of the job, the qualifications required, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such job during the time it is posted. No bid made after the expiration of the posting will be considered.

**ARTICLE VI**

**Disciplinary Actions**

**Section 6.1.** An employee shall be subject to discipline or discharge for just and proper cause.

**Section 6.2.** Whenever possible, prior to any meeting held for the purpose of issuing discipline, the employee will be informed of the purpose of the meeting and their right to union representation.

**Section 6.3.** The Hospital will give a written copy to the Steward within one (1) day of any disciplinary actions (which are written, suspensions and discharges) taken against any employee.

All warnings must be in writing. In the event the employee refuses union representation, the Hospital will document the employee's refusal of representation on the disciplinary action form and provide the Union with a copy.

**Section 6.4.** 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 VII

### Grievance Procedure

**Section 7.1. Grievance Review.** An employee having a grievance shall proceed as provided herein. A grievance under this Agreement is defined as a violation of a specific Article and Section arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of a specific provision of this Agreement, and do not apply to claims arising under the Hospital's Retirement plan, Group Life Insurance plan, Health Insurance plans or the Employee's Suggestion plan. A grievance may be filed by either the Union or any employee in the bargaining unit.

**Section 7.2. Computation of Calendar Days.** As used in this Article VII, the phrase "calendar days" shall mean Monday, Tuesday, Wednesday, Thursday and Friday, unless one of such days is one of the holidays set forth in Article X, Section 1 in which case it shall be excluded as a calendar day for computation of time limits under this Article. Time limits may be extended by mutual agreement.

**Section 7.3. Grievance Process.** Grievances other than those involving discharge shall be handled in the following manner, each successive step to be followed, unless the grievance was settled or abandoned at the preceding step, and if a written grievance is settled at any step, its disposition shall be signed by the Hospital and the employee or the Union representative who acted for him. Grievances involving discharge shall be filed within (5) calendar days of the discharge at Step 3.

**A. Time Limits.** No grievance shall be filed or processed based on facts which have occurred five (5) calendar days or more prior to the date the grievance is filed (or if concerning a paycheck, within three (3) calendar days from its receipt); provided, however, that no day shall be counted when it was impossible to file a grievance by reason of the



unavailability of the management representative who is to receive the grievance. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure.

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) calendar days after receipt of such paycheck. [All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation for personal services which he received as a substitute for his regular job at the Hospital].

**Step One:** A seniority employee with a grievance shall discuss it with the immediate supervisor in an attempt to resolve the matter informally. The employee shall be informed of his right to Union representation.

**Step Two:** If the grievance is not settled at Step One, it shall be placed in writing, specifying the Article and Section of the Agreement violated and signed by the employee. The written grievance shall then be presented to the employee's department manager or his designee in his absence within five (5) calendar days of the answer at Step One. The employee shall be accompanied by the steward unless the employee does not request a steward. The department manager, the employee and the steward shall meet to discuss the grievance. The department manager shall give his written answer within five (5) calendar days after the day the meeting was held to discuss the grievance.

**Step Three.** If the grievance is not settled at Step Two, the steward shall appeal the grievance to the Director of Human Resources or designee within five (5) calendar days of receipt of the answer at Step Two. A meeting between the Director of Human Resources and the steward shall be held within fifteen (15) calendar days from the date the Director of Human Resources receives the grievance. The Director of Human Resources shall give his/her answer within five (5) calendar days after the conclusion of such meeting.

**Step Four.** The written grievance, if not settled at Step Three, shall then be submitted to the Hospital Vice-President or his designee. A meeting between the Hospital Vice-President or his designee, the Director of Human Resources, the steward and the Local President or his designee shall be held within twenty (20) calendar days from the date the Hospital Vice-President receives the grievance. The Hospital Vice-President shall give his written answer to the steward and Local President within ten (10) calendar days after the conclusion of such meeting.

**Step Five.** If a grievance is not settled at Step Four, it may proceed to arbitration by serving written notice to the Hospital Vice-President and the Director of Human Resources within fifteen (15) days after receipt of the answer to Step Four. The following rules and procedures shall be followed:

(a) The parties shall promptly agree in the selection of an arbitrator. If there is no agreement on the selection of the arbitrator within seven (7) calendar days after submission to arbitration, the parties shall within the next seven (7) calendar days, request the Federal Mediation and Conciliation Service to cause the selection of an arbitrator in accordance with its voluntary labor arbitration rules then in force.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such voluntary labor arbitration rules.

(c) The jurisdiction of the arbitrator hereunder shall be limited to grievances arising out of the interpretation or application of this Agreement, including any written amendments or supplements. The arbitrator shall not have the jurisdiction to add to, subtract from or modify any of the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. If the grievance concerns matters not within the jurisdiction of arbitration, it shall be returned to the parties without decision.

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

**Section 7.4. Probationary Employees** - No probationary or contingent employee shall be entitled to file a grievance concerning his discharge or discipline.

## ARTICLE VIII

### Leaves of Absence

**Section 8.1. Family Medical Leave Act.** The Hospital shall comply with all provisions of the Family Medical Act of 1993, including any future amendments which may be made from time to time.



**Section 8.2. Medical Leave.** Any 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 without pay 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 matter to a third 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 or designee at least one hour prior to the start of their scheduled shift. 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 8.3. Personal Leave of Absence.** After one (1) year of employment, a personal leave of absence without pay may be granted upon recommendation of the employee's department head and

approval of the Director of Human Resources for a period of thirty (30) calendar days for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere. Application for such personal leave shall be in writing and shall specifically state the reason for requesting such leave. Personal leaves, once granted, may be extended upon request for reasons acceptable to the Hospital for three (3) thirty (30) day extensions at the option of the Hospital.

(a) All vacation earned in the previous anniversary year (Bank I) 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 valid reason for granting a leave of absence.

**Section 8.4. Funeral Leave.** After the completion of the probationary period, an employee will be granted a funeral leave without loss of pay for up to a maximum of three (3) scheduled work days which occur between the date of death and the day of the funeral of the employee's father, mother, parent of employee's current spouse, child, spouse, brother, sister, grandparent, grandchild, blood relative or in-law permanently residing 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 the funeral leave 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 300 miles from the City of Trenton for the purposes of attending the funeral of such relative, one (1) additional day of funeral leave shall be granted.

**Section 8.5. Witness and Jury Duty Leave.** 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 8.6. Educational Leave.**

(a) After one (1) year of employment, an employee may apply in writing and may be granted a leave of absence, without pay, to pursue a full time educational program in a health-care related field for a period up to twelve (12) months. A copy of the proposed program must be attached to the request for leave.

(b) Such leave will be without pay, and during leave, benefits shall not accumulate or accrue.

(c) Upon completion of such leave, the employee shall be reinstated to the position previously held at the time the leave commenced, provided position is still available. If no such position is available, employee will be placed on the recall list based on seniority.

(d) An educational leave shall require the recommendation of the employee's department director and the approval of the Director of Human Resources.

**Section 8.7. Military Duty/Leave.**

(a) Employees shall be granted a leave of absence for service in the Armed Forces with all rights and privileges in accordance with the then existing laws. Service in the Armed Forces shall include time spent in United States Military Guard duty.

(b) Military Allotment - Any employee who attends non-active military training for a maximum of two (2) weeks shall be paid the difference between his military pay for that period and his base pay.

**Section 8.8. Worker's Compensation.** An employee who is unable to work because of illness or injury covered under Worker's Compensation is considered to be on a leave of absence.

**Section 8.9.**

**1. Returning from a Leave of Absence.** Employees returning from a leave of absence of ninety (90) days duration or less will be assigned to the position, unit and shift the employee held at the time the leave commenced, as soon as the necessary schedule adjustments can be reasonably accomplished, and in any case, before the next schedule posting after they return. An employee on a leave of absence shall notify his supervisor of the date of his

return to work at least seventy-two (72) hours prior to such intended return to work.

**2. Employees Returning from Medical Leave of Absence.** An employee who has been off on Medical Leave of absence must furnish the Human Resources Department, prior to returning to work, a physician's statement showing a return to work date and attesting to the employee's capabilities of performing his job functions. Any limitations and/or restrictions must be clearly noted on that statement.

**3. Health Service Clearance.** Each employee must obtain clearance by the Employee Health Service department prior to returning from leave.

**Section 8.10. 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.

**Section 8.11. 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 Worker's Compensation disability benefits.

**Section 8.12. 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 IX**

### **Hours of Work**

**Section 9.1. Normal Work Day.** The normal work day shall be defined as no more than eight and one-half (8-1/2) consecutive working hours in a consecutive twenty-four (24) hour period, including a thirty (30) minute unpaid lunch period. The starting time for the twenty-four (24) hour period will be designated by the Hospital with the regularly scheduled shift.

**Section 9.2. Lunch Period.** Each employee in the bargaining unit shall receive a thirty (30) minute unpaid lunch, to be scheduled by the employee's supervisor so as not to interfere with the employee's duties. In the event the employer requires the employee to interrupt a scheduled lunch period for the purpose of performing security duties, he shall be paid an additional thirty

(30) minutes. In the event there is only one (1) employee on duty during a work shift, such employee will have a scheduled lunch period but will be required to remain in the Hospital and to be on call during the scheduled lunch period, in which case the entire scheduled lunch period shall be treated as time worked for all purposes under this Agreement and if such employee, as a result works more than eight (8) hours in a work day, the employee shall receive the appropriate premium pay required by Article IX of this Agreement.

**Section 9.3. Schedules.** The Hospital will prepare a work schedule covering all employees. To the extent possible, such schedule will provide for two (2) consecutive leave days as well as every other weekend (Saturday and Sunday) off. It is recognized that in order to schedule weekends off as set forth above, it will in some cases be necessary to schedule only one (1) leave day rather than two (2) consecutive leave days, but in doing so the schedule will be prepared so that all employees are treated alike. Employees may exchange leave days by agreement between employees with advance notice to the Hospital provided such exchange will not obligate the Hospital to pay overtime resulting from such exchange.

**Section 9.4. Vacancy in Schedule.** Whenever there is a vacancy in the schedule for employees covered by this Agreement, the Hospital will determine whether or not it needs to be filled. In the event the vacancy needs to be filled, every attempt will be made to fill it without creating overtime. If overtime is required, the vacancy will be filled based on the following: off and available on the same shift, off and available on the other shifts, and by using a 4/4 split. In the event all employees decline to work, the least senior employee on the off-going shift will be required to work the first four hours, and the least senior employee on the shift following the vacant shift will be required to work the last four hours.

**Section 9.5. 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 in a regular twenty-four (24) consecutive hour period provided, however, no overtime shall be paid for more than eight (8) hours work in a twenty-four (24) consecutive hour period, if such additional work resulted in a shift change or a change in working hours, either of which was made at the request of the employee.

(b) Time and one-half (1-1/2) the regular hourly rate shall be paid for hours worked in excess of eighty (80) hours in a scheduled two (2) week pay period.



(c) Overtime paid on a daily basis shall not be included in paying overtime for any hours in excess of eighty (80) hours during a scheduled two (2) week work period.

(d) Paid or unpaid absences, sick/personal, vacation and holidays not worked are not included as time worked in the computation of overtime.

(e) There shall be no pyramiding of overtime.

**Section 9.6. Overtime.** Employees who are required to work overtime shall do so unless they furnish reasons acceptable to their supervisor within a reasonable time prior to the scheduled overtime in order to enable the supervisor to obtain another employee to perform the overtime.

**Section 9.7. Shift Differential.** All employees whose shift starts after 2:00 p.m. and prior to 2:00 a.m. shall receive a seventy-five (.75) cent per hour shift premium for each hour worked on such shift. To be eligible for shift premium, an employee must work a minimum of four (4) hours into the covered shift.

**Section 9.8. Report in Pay.** Whenever an employee reports to work and is sent home before completing the amount of hours for which the employee was scheduled or notified to work, the employee shall receive a minimum of four (4) hours pay or work for so reporting. If an employee goes home at employee's request before completing four (4) hours work, he will be paid only for hours actually worked.

**Section 9.9. Call In Pay.** Whenever an employee has been called back to work outside of such employee's regular shift, the employee so called back shall receive a minimum of four (4) hours pay or work for responding to the call back.

**Section 9.10. Reporting Off.** A employee who is unable to report for work as scheduled shall notify the supervisor or designee at least one hour prior to the start of their scheduled shift.

Whenever possible, the employee will notify his supervisor of their anticipated length of absence.

**Section 9.11. Shifts.** The Hospital will continue its current practice regarding shifts. It is recognized that the Hospital may change these times for valid operational reasons by notifying the Union and giving the reason for such change and discussing such change with the Union.

**ARTICLE X**

**Holidays**

**Section 10.1. Eligibility.** Each full-time employee with seniority shall receive eight (8) hours pay at their base rate for each of the following holidays not worked:

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

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

- (a) the employee has seniority as of the date of the holiday;
- (b) the employee must have worked in full his last scheduled working day prior to and his next scheduled working day after such holiday unless he presents to the head of the 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.
- (c) employees who report for work no more than one (1) hour late on the day before and the day after such holiday will receive holiday pay. Employees who report to work more than one (1) hour late on such days and are permitted by the Hospital to work the balance of the shift will be entitled to holiday pay hereunder, if otherwise eligible.
- (d) an employee who is on layoff, or who goes on a leave of absence prior to the holiday will not be paid for the holiday.

**Section 10.2. Working on Holiday.** An employee who works on a holiday set forth in Section 10.1 above, and meets all eligibility requirements above, shall receive holiday pay and, in addition, shall be paid at time and one-half (1-1/2) his base rate of pay for all hours worked on such holiday.

**Section 10.3. Holiday during Vacation.** When a holiday specified above falls within an eligible employee's approved vacation period, he shall be paid for the holiday, in addition to his vacation pay.

**Section 10.4. Failure to Work on a Scheduled Holiday.** Employees who have been assigned work on a holiday and fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Section.

**Section 10.5. Floating Holidays.** A full time seniority employee is eligible to schedule two floating holidays during each calendar year of the contract, provided he secures the prior permission of his department head to take such floating holiday, not later than two (2) weeks prior to the date on which he intends to take such holiday.

**Section 10.6. Seniority Employees Scheduled for Holiday Work.** Employees will be given the opportunity to pick the holidays to work based on seniority. Holiday scheduling will be by shift. If a senior employee chooses to be off on a holiday, the least senior employee will be required to work. Holiday schedules will be picked once a year. All employees must schedule a minimum of two holidays per calendar year.

## ARTICLE XI

### Vacation

**Section 11.1. Eligibility.** Each employee who has at least one (1) year's seniority shall, after the completion of his first and subsequent full years of service in full-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment as hereinafter provided. His vacation pay shall be based on his hourly base rate, exclusive of premium of any sort whatsoever, in effect at the end of the seniority year in which the vacation is earned. If a contingent employee is given full-time or part-time status, his seniority year for the purpose of these vacation pay provisions shall be deemed to start at the commencement of his employment on a full time/part-time basis.

**Section 11.2. Vacation Accrual.** Vacation benefits, based on a full year of service shall be as follows:

<u>Complete Years of Service</u>	<u>Vacation</u>	<u>Vacation Pay Multiplied by</u>
1-3 years inclusive	10 working days	.040
4-10 years inclusive	15 working days	.060
11 subsequent years	20 working days	.080

In the case of a full time or part-time employee who does not qualify for full vacation benefits, his vacation benefits for that year shall be computed upon a pro rata basis as follows: multiply the number of hours he actually worked in such year by .040 for one to three years of employment; .060 for four to ten years of employment and .080 for 11 and more years of employment.

**Section 11.3. Limitations.** An employee may only accrue up to a maximum of what he/she would accrue over a two (2) year period. (i.e., assume the employee earned three (3) weeks per year or 120



hours; the most vacation this employee can accrue would be six (6) weeks or 240 hours). Once an employee reaches the maximum accrual, no additional time will accrue until the employee uses some of his/her accrued vacation time. No money payment in lieu of vacation will be made by the Hospital, except by mutual agreement with the employee and the Hospital.

Section 11.4. Request for Vacation during June, July and August. Request for vacations submitted before May 1st for vacation during June, July and August will be returned within two (2) weeks after May 1st.

Total seniority will be the controlling factor for scheduling vacations during June, July and August which are made on or before May 1st. In scheduling vacations, full time employees shall be given preference.

Request for Vacation other than June, July and August. Vacation requests other than those requests made for June, July and August will not be considered sooner than six weeks prior to the vacation period being requested. Such requests will be granted on a seniority basis with full time employees being given preference. The Hospital shall respond to such requests within two (2) weeks of the request being made.

## ARTICLE XII

### HOSPITALIZATION-MEDICAL-DENTAL-VISION-GROUP LIFE INSURANCE and SICKNESS & ACCIDENT

#### Section 12.1. Health Care Insurance.

Employees may choose from one of the two following options:

Option I - 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 plan.

Option II - Select Care - 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.

Full-Time and Part-time employees 64 to 79 hours per pay period: Coverage for employee and eligible dependents. Plan I paid for by Corporation. Plan II involves additional expense that is paid by the employee. Current rates are available in the Human Resources Department.

Part-Time: Part-time employees who work between 40-63 hours per pay period will be eligible for health care only; Option I, with the employee paying full cost of the premium.

Incentive for Use of Horizon Health System Facilities: The deductible and co-payment requirements described above will be waived for hospital services furnished by Horizon Health Systems facilities.

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).

(a) Health Care Eligibility during Leave of Absence. The Hospital will maintain health care insurance for employees while receiving Worker's Compensation or Sickness & Accident insurance benefits. Employees who have selected the Option II health care plan, need to make arrangements with their Human Resources Department to continue their payroll deduction for premiums that they are responsible for.

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

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

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

Section 12.2. Dental. The Hospital will provide dental coverage to all full-time and part-time employees who work at least 64 hours per pay period, and eligible dependents, effective the first of the month following completion of the probationary period. While the Hospital has the right to change the dental care insurance carrier from time to time at its sole discretion, the benefit levels shall equal those provided under the Delta Dental Plan of Michigan Class I benefits with an 80/20 co-pay and a maximum of \$600 per year per person. The Hospital will notify the Union regarding any change in the insurance carrier. Employees may elect to enroll qualified dependents at no charge.

(a) Dental Eligibility during Leave of Absence. The Hospital will maintain dental coverage on employees while receiving Worker's Compensation or Sickness & Accident insurance benefits. Those employees who have exhausted their Sickness & Accident will be eligible to continue their insurance coverage under COBRA. Employees off on Worker's Compensation beyond a one (1) year period will no longer be eligible for hospital paid insurance and will be subject to coverage under COBRA.

Section 12.3. Vision Insurance. All full time and part-time employees 64 to 79 hours per pay period, and eligible dependents, are eligible to participate in the Hospital's Group Vision Care Insurance Plan, effective the first of the month following completion of the probationary period. While the Hospital has the right to change the vision care insurance carrier from time to time at its sole discretion, the benefit levels shall equal those provided under the Mutual Eye Claim Audits, Inc. 80/20 plan. The Hospital will notify the Union regarding any change in the insurance carrier. All part-time employees who work at least 40-63 hours per pay period, and their eligible dependents, are eligible to participate in the Hospital's Group Vision Care Insurance Plan, effective the first of the month following completion of the probationary period. Eligible part-time employees must pay the entire cost of the monthly premium in order to participate in the Vision Insurance Plan.

Medical eye examination by an ophthalmologist or vision testing examination by an optometrist subject to a maximum of 80% of the prevailing and customary charge as determined by the plan. Lenses covered to a maximum of \$44.00 (\$46.00 maximum for contact lenses). Frames covered to a maximum of \$18.00. Adults eligible for services once every consecutive twenty-four (24) months, eligible child dependents under 19 may have services covered once every twelve (12) consecutive months.

(a) Vision Eligibility during Leave of Absence. The Hospital will maintain optical coverage for employees while receiving Worker's Compensation or Sickness & Accident benefits. Those employees who have exhausted their Sickness & Accident benefits may be eligible to continue their insurance coverage under COBRA. Employees off on Worker's Compensation beyond a one (1) year period will no longer be eligible for hospital paid insurance and may be subject to coverage under COBRA.

Section 12.4. Group Life Insurance. The Hospital agrees to maintain life insurance benefits including accidental death and dismemberment coverage for non-work related fatalities/injuries for all full-time and part-time employees who work at least 64 hours per pay period, effective the first of the month following completion of the probationary period. This insurance benefit is in the amount of one (1) times the employee's base annual salary.

In the event of termination of employment, life insurance protection continues through the end of the month the employee terminates. The employee then has a 31-day grace period during which the employee may convert the insurance to an individual policy with the concurrence of the insurance company, without a physical examination by contacting the insurance company's local agent. The Group Plan under Prudential is hereby incorporated into this Agreement.

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

Section 12.5. Insurance Coverage on Termination. Upon termination of employment, all insurance coverage shall terminate at the end of the policy month in which employment is terminated. In case of layoff or unpaid leave of absence, the insurance coverage shall continue to the end of the policy month in which the employee last worked. Continuation of health care, dental and optical coverage may be available under COBRA.

Section 12.6. Sickness & Accident Insurance. The Hospital will provide Sickness & Accident benefits to employees who are actively at work and who meet the following eligibility requirement. It is the employee's responsibility to initiate the request for claim forms which are available in the Human Resources Department. After income protection benefits have been exhausted, the employee must apply for an unpaid leave of absence. Disability benefits due to pregnancy will be paid in accordance with provisions of the Sickness & Accident policy.

One day surgeries and some surgical procedures performed in a doctor's office may qualify as hospitalized illnesses. Coverage is effective as outlined below and is provided at no cost to employee.

Full-Time: 60% of weekly straight time earnings (up to a maximum weekly amount of \$225) while disabled. This benefit will begin on the employee's first scheduled work day following an accident, the first scheduled work day of a hospitalized illness or on the eighth scheduled work day of a non-hospitalized illness. Eligible on the first of the month following six months of employment.

Part-Time: 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.

**(a) Eligibility for Health Insurance while on Sickness & Accident:**  
The Hospital will maintain health insurance, dental, optical and life insurance coverage on employees while receiving Sickness & Accident benefits. Employees who have elected health care Option II, SelectCare, should contact their Human Resources Department to arrange for payments to cover their premium participation responsibility.

Those employees who have exhausted their Sickness & Accident benefits may be eligible to continue their health care, dental and optical insurance coverage under COBRA and may contact the Group Life Insurance company's local agent to convert their life insurance to an individual policy.

**Section 12.7 Hospitalization-Medical-Dental-Vision-Group Life Insurance and Sickness & Accident.** All employees have the right to request and receive annually a summary plan description of insurance benefits and eligibility requirements.

### **ARTICLE XIII**

#### **Sick/Personal Days**

**Section 13.1. Eligibility.** All regular employees hired to work at least thirty-two (32) hours per pay period will earn sick/personal time at a rate of .040 times compensated hours up to a maximum of ten (10) days. Sick/Personal time accrued in the previous year will become available for use by the employee on the first day of the first pay period in each payroll year.

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

(b) Sick time allowance shall be paid only for non-compensable illness. Sick/Personal days will not be paid during periods an employee is actually receiving Sickness & Accident benefit payments.

(c) Employees shall receive one day's pay for each full day of sick/personal leave taken up to the maximum allowance. Sick day allowance will be paid only for scheduled work days when the employee is unable to report to work and will not be paid while on vacation, on a holiday, on a leave of absence or to laid off employees.



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

(e) Regular employees with more than six (6) months of employment and who have completed 1040 hours who terminate their employment will be paid all unused sick/personal benefit days which were accrued during the previous calendar year (Bank I). No sick/personal days will be paid unless the employee gives the Hospital at least two (2) weeks' notice of his intention to terminate and works the entire two (2) week period as scheduled.

(f) Sick/Personal time may be requested in conjunction with vacation time, but will be subject to management approval.

(g) Personal day allowance shall be paid to an employee who requests, in writing, a day off with pay for personal reasons and receives permission for the time off by his department supervisor. The request must be made at least three (3) days in advance of the requested day off.

(h) In the event of an employee's death, accrued and unused sick/personal hours to which the employee was entitled at the time of his death shall be paid to the employee's beneficiary.

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

(j) Payment for unused sick/personal time which is available for use by the employee accrued during the previous calendar year will be paid in January of the year following the calendar year in which such days were to be used.

(k) Sick/Personal time must be paid before an employee can take unpaid time for any reason.

(l) Bonus Program Sick/Personal Days: All employees who cash in 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 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 8 days at the end of the year will be paid 105% of the value of the days cashed in.

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.

The Hospital will publish annually in December the calendar cut off date for the following year for Bank "1" usage.

## ARTICLE XIV

### General Provisions

**Section 14.1. Notices.** An employee shall notify the Human Resources Department of the Hospital immediately of any change in address. The Hospital will be responsible for notifying the employee only at the last address shown on the Human Resources Department records. When an employee is recalled to work, he shall be notified by the Hospital by registered mail or telegram. Employees will notify the Hospital Human Resources Department whenever any notice is required.

**Section 14.2.** If any provision of this Agreement is in conflict with any existing or future state or federal law, which law is applicable and enforceable to the provisions of this Agreement, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

**Section 14.3. Health & 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. It will be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working condition which he may observe. The Hospital will endeavor to correct such malfunction or unsafe working condition as soon as possible. Failure of an employee to adhere to established safety regulations may be treated as cause for discipline and/or discharge.

**Section 14.4. Training.** The Hospital will continue to provide instruction for all security employees regarding fire, disaster, emergency plans and procedures, universal precautions and other training deemed necessary by management.

**Section 14.5. Technological Devices.** The Hospital may utilize state of the art technological devices in connection with the Hospital security and safety. It will be the responsibility of security to respond to situations which may be identified by such devices which relate to security.

When technological security devices are utilized and it becomes necessary for them to be manned or monitored, it shall be done by bargaining unit employees.

**Section 14.6. Supervisors.** Supervisory and non-bargaining unit employees of the Hospital will not perform work normally assigned to the bargaining unit except in case of emergency or for instruction.

**Section 14.7. Retirement Plan.** All employees in the bargaining unit are eligible to participate in the Detroit Osteopathic Hospital Corporation Retirement Plan in accordance with the provisions of the Plan as it exists from time to time. Eligible employees will receive a summary plan description of the Retirement Plan as required by law.

**Section 14.8. Discounts for Health Services.** Health Service discounts apply to all employees, their spouses and eligible dependent children; retirees and their spouses and eligible dependent children. In no case does the discount apply to services not provided directly by the Corporation. This means that generally, physician charges are not covered under the discount policy nor are tests or services that may be provided at the Corporation's facilities but by a non-Horizon provider. "Non-covered" charges that are not an insurance benefit are also not subject to a discount. This includes telephone charges, television rental and personal services. If in doubt, an inquiry to the Human Resource Department should be made first.

Generally stated, the discount is 100% of the deductible/co-pay under the Corporation's health Plan I or Plan II for services provided by the Corporation. If uninsured, or covered under a plan not provided by Horizon, the maximum discount will be limited to 25% of total charges. When hospitalized at a Horizon facility and when available, private room differential is courtesied at 100%. Corporate Personnel Policy 103-19 (Courtesy Discounts for Health Service Charges) will provide additional information on this topic.

**Section 14.9. Uniforms.** The Hospital will decide the dress code for security guards. The employee will maintain such clothes. Each guard will receive one (1) blazer and one (1) pair of trousers annually. Replacements between annual issue, if necessary, will be the responsibility of the guard.

**Section 14.10. Security and Safety Work.** It is the intent of the Hospital that bargaining unit employees perform security and safety related work. In the event unit employees are requested to perform work which it believes is not related to security or safety, such assignments shall be discussed at a special conference so that all persons involved will be informed as to work assignments which are to be performed by unit employees.



**Section 14.11. Educational Courses.**

**(a) Maintain and Improve Efficiency Through Continued Learning.**

The parties recognize that because of the rapid growth of the total "health care industry" and the increasing rate of technological change, that it is most desirable that all employees be encouraged by the Hospital to maintain and improve their efficiency through continued learning.

**(b) Reimbursement Loans.** The Hospital offers and administers an educational loan program under which full time employees and part-time employees regularly scheduled to work at least 40 hours or more per two (2) week pay period who have completed their probationary period will receive a reimbursement for successfully completing an approved health care related or job related educational training program in a recognized institution of learning or training program.

Reimbursement loans for health care related educational purposes will be granted up to \$1,400.00 for full time employees per year and \$700.00 for part time employees per year, or equivalent for tuition charges and laboratory fees only and shall not be used for the purchase of books, transportation, boarding or any other non-course related expense under the following conditions only:

(i) Application, copy of course description and copy of paid receipts must be submitted for approval thirty (30) days prior to start of each semester.

(ii) Each employee must show evidence of having satisfactorily completed each course with a course grade of "C" or better.

(iii) The loan will be evidenced by a promissory note, payable as follows:

(a) After receipt of such loan, will have the loan forgiven at the rate of seventy-five dollars (\$75) for each month of full time active employment at the Hospital and forty dollars (\$40) for eligible part time employees for each month of active employment at the Hospital.

(b) In the event the employee does not continue employment with the Hospital, the balance will be due and payable upon termination of employment or resignation, which will be deducted from their final paycheck.

No loans will be granted under this Section to employees for the purpose of obtaining employment elsewhere, it being the purpose and intent that education reimbursement loans are for the purpose of improving the employee's skills for continued employment in the Hospital

#### ARTICLE XV

##### Duration

Section 15.1. This Agreement shall become effective March 7, 1995 upon execution by the proper officers of the Hospital and the Union, and after receipt by the Hospital from the Union of written notice that this Agreement and all supplements thereto have been ratified by the Union.

Section 15.2. This Agreement shall continue in full force and effect until 10:59 p.m., March 6, 1998.

Section 15.3. This Agreement shall thereafter continue in effect for successive periods of one (1) year after March 6, 1998, unless notice is given in writing by either the Union or the Hospital to the other party at least ninety (90) days prior to March 6, 1995, or any anniversary day thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment or termination as such notice may indicate.

APPENDIX A

WAGES

	Start	End of Probation	After 6 months
July 30, 1995	9.38	9.69	10.00
March, 1996	9.61	9.93	10.25
March, 1997	9.85	10.18	10.50

Wages - 2% for the first year effective the first full pay after ratification with a sign-on bonus as follows:

Full-time Employees	\$200
Part-time Employees	Prorated based upon F.T.E. status

Thereafter, effective with the first full pay period after March 7, 1996 and March 7, 1997, a 2.5% increase. No retroactivity.

## LETTER OF UNDERSTANDING

### Health Care Cost Containment Language

The Hospital, at its option, may include in its health benefits program a "Preadmission Certification" feature designed to verify the necessity of inpatient care, length of stay and appropriateness of care plan.

The Hospital, at its option, may include in its health benefits program a "Mandatory Second Surgical Opinion" feature which requires a second medical opinion which, if secured, will not have a co-pay feature if the second opinion is not followed but which will require at 20% co-pay if the employee fails to secure the required second surgical opinion from the provider designated source. Mandatory second opinion costs directed by the plan will be paid by the plan.

The Hospital will have the right to substitute as primary health care benefit delivery provider any provider with comparable benefits in which the Hospital has an equity interest. The bargaining unit covered by this Agreement will change providers only when a majority of DOHC's employees are placed into the plan described in this subsection.

The Hospital reserves the right to subrogation and recovery of amounts paid by the Hospital, or its health plans, on behalf of a person covered by a Hospital health plan(s) because of an injury in which the person covered by the Hospital's health insurance plan is entitled to recovery or is paid damages by another party. No health insurance plan of the Hospital in conjunction with any other health plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's actual loss.

Upon becoming eligible for medicare benefits, benefits for any employee or person covered through or because of a person's employment with the Hospital will continue to be subject to coordination of benefits. If a medicare eligible person fails to enroll for medicare, benefits will be paid as though such person had enrolled Health Care Continuation Benefits as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) are effective October 1, 1989. The Hospital's Summary Plan Description for health care benefits contains a detailed description of the benefits required by COBRA.

RIVERSIDE OSTEOPATHIC HOSPITAL

*Kevin A. Hunter 9.25.95*

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UNITED PLANT GUARD  
WORKERS OF AMERICA

*David J. Campbell 9/18/95*

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LETTER OF UNDERSTANDING

Wage Adjustments

In order to meet competitive conditions, the Hospital may at any time during the term of this Agreement, unilaterally increase the wage rates at any or all steps of the wage schedule.

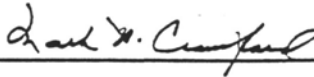
RIVERSIDE OSTEOPATHIC HOSPITAL

  
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Date: 9.25.95

UNITED PLANT GUARD WORKERS  
OF AMERICA

  
\_\_\_\_\_

\_\_\_\_\_

Date: 9.18.95

**EMPLOYEE RECEIPT OF  
AGREEMENT  
BETWEEN**

**RIVERSIDE OSTEOPATHIC HOSPITAL  
AND  
UNITED PLANT GUARD WORKERS OF AMERICA  
LOCAL 114**

**Dated March 7, 1995 through March 6, 1998**

I acknowledge receipt of the Agreement between Riverside Osteopathic Hospital and United Plant Guard Workers of America, Local 114 dated March 7, 1995 through March 6, 1998 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

