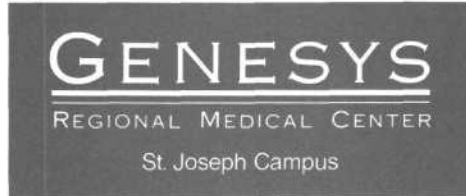


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6/30/96



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

AND

AFSCME LOCAL 2635
AFFILIATED WITH
AFSCME COUNCIL 25 AFL-CIO

JULY 1993 - JUNE 1996

Genesys Regional Medical Center (St. Joseph Campus)

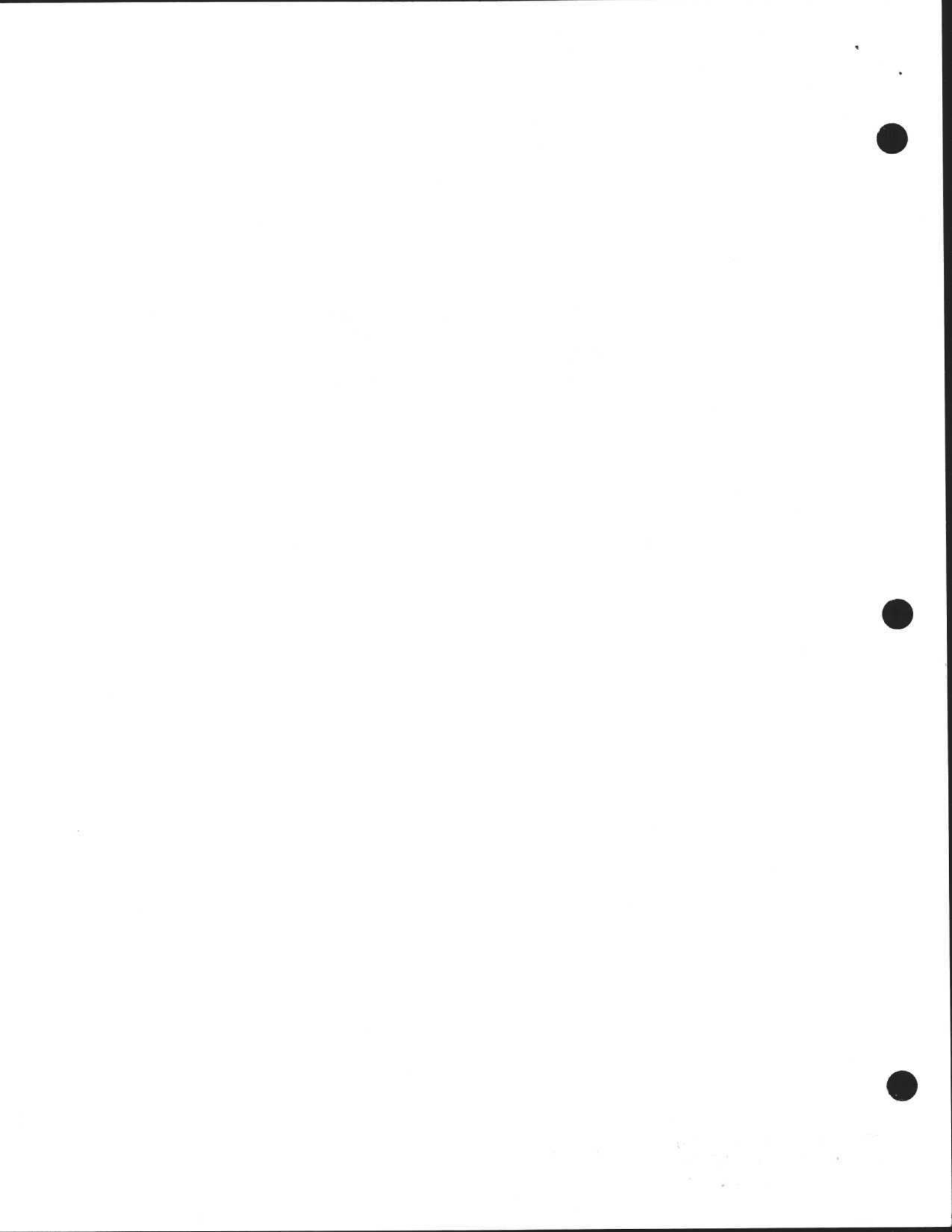


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AGREEMENT

PREAMBLE

THIS AGREEMENT entered into this 1st day of July, 1993, between GENESYS REGIONAL MEDICAL CENTER ST. JOSEPH CAMPUS 302 Kensington, Flint, Michigan, hereinafter referred to as the "Hospital", and Local 2635, affiliated with Council 25, and chartered by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter collectively (i.e., Local 2635 and Council 25) referred to as the "Union".

WITNESSETH AS FOLLOWS:

That in consideration of the mutual understandings and agreements hereinafter set forth to provide orderly collective bargaining relations between the Hospital and the Union, and recognizing that the interests of the patients and the job security of the employees depend upon the Hospital's success in establishing a proper service to the patient, and desirous of improving and promoting the most efficient and harmonious operation and best possible patient care, it is mutually agreed between said Hospital and said Union as follows:

ARTICLE I RECOGNITION

SECTION 1.

The Hospital recognized the Union to the extent required by Act. No. 176 of the Public Acts of 1939, as amended, and the National Labor Relations Act, as amended, for the unit of employees certified by the Michigan Employment Relations Commission in case #R72 J-347 and described herein, engaged on jobs in its Hospital located at 302 Kensington, 3023 Airpark Drive North, Flint, Michigan, and the new acute care hospital to be located in Grand Blanc, Michigan, consisting of all full time and regular part time Patient Care Aides, Materials Clerks, Unit Clerks, Anesthesia Aides, Porters, Laboratory Assistants and Aides, the Dark Room Attendant, Surgical Technicians, I.V. Technicians, Pharmacy Clerks, Physical Medicine Aides, Buildings & Grounds employees, Housekeeping employees, Laundry employees, Material Handlers, Food & Nutrition Services employees, Pharmacy Technicians, Emergency Room Clerks, Central Processing Service Aides and Clerk.

In the event the address of the Hospital changes from 302 Kensington to another address at this same basic location, the recognition clause will be amended to reflect the new address.

SECTION 2.

The collective bargaining unit shall exclude the Scheduling Clerk, Respiratory Therapist and Technicians, E.E.G. Technicians, E.K.G. Technicians, Registered Nurses, Graduate Nurses, Student Nurses, Licensed Practical Nurses, Dieticians, all Office-Clerical employees including the Secretaries in Buildings and Grounds, Housekeeping, Laundry, Food & Nutrition Services and Materials Management departments, all Supervisors, Guards, Technical and Professional employees.

SECTION 3.

The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in the bargaining unit. Reference to the male gender shall include the female gender.

ARTICLE II EMPLOYEE SECURITY AND DUES CHECKOFF

SECTION 1.

Employees who are members of the Union shall remain members of the Union to the extent of paying regular, periodic dues as provided herein as a condition of employment during the regular term of this Agreement. Employees who are paying the service fee must continue to pay a service fee equal to 100% of the regular periodic dues uniformly required of Union members as a condition of employment during the regular term of this Agreement.

New employees hired after the signing of this Agreement or present employees rehired excluding employees presently in the Hospital's employ, but subsequently transferred into the bargaining unit after completion of their probationary period or employees who withdraw or have withdrawn from the Union under the provisions of Section 6, prior to the first pay period following thirty (30) days, must either become members of the Union or pay a service fee equal to 100% of the regular, periodic dues uniformly required of Union members as a condition of employment.

SECTION 2.

The Union agrees that neither the Union nor its members nor any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership, and further, there shall be no solicitation of employees for Union membership, or dues on Hospital time. The Union further agrees that the Hospital shall have the right to take disciplinary action for any violation of this provision.

SECTION 3.

After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Hospital agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues

of the Union levied in accordance with the Constitution and Bylaws of the Union and which are uniformly required or the appropriate service fee, provided, however, that the Union shall first present to the Hospital a certified statement of the amount of the dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correction of the certified check-off list and authorization, and the Union shall indemnify, defend and save the Hospital harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Hospital in reliance upon such certified check-off list or authorization.

SECTION 4.

The written authorization from employees will be on the Authorization for Payroll Deduction as shown below:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____

Please Print Last Name First Name Middle Name

To _____

Name of Employer Department

Effective _____ I hereby request and authorize you to deduct from my
Date
earnings each _____ an amount sufficient to provide for the regular
Payroll Period

payment of the current rate of monthly union dues established by AFSCME Local Union No. _____, Council No. _____. The amount shall be certified by Local Union No. _____, Council No. ____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

Street Address

Employee's Signature

City and State

SECTION 5.

Dues shall be deducted each pay period and shall be remitted to the treasurer of the Local Union within ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Local Union.

SECTION 6.

There shall be a fifteen (15) day period (6-16-96 to & including 6-30-96) at the end of this contract in which any member of the Union may revoke his membership by giving notice in writing to the Hospital and the Union.

SECTION 7.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Hospital of the names of such employees following the end of each month in which the termination took place.

SECTION 8.

The Hospital shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this Agreement. The Hospital shall have no responsibility for the collection of membership dues, initiation fees, special assessments, or any other deduction not in accordance with this provision.

SECTION 9.

The Union agrees to indemnify and save the Hospital harmless from any and all liability that may arise in consequence of application of this article. Such indemnity shall include, but not be limited to, reimbursing any employee for any deduction made in error by the Hospital, or reimbursement of any dues, fees, etc. that the Hospital would be ordered to pay back to employees, including any back pay and including court costs and attorney fees.

SECTION 10.

During the life of this agreement the dues to be deducted are one (1) hour per pay based on the employee's straight time hourly rate on record on the last day in the last pay in July of each year and such rate shall then be used beginning with the dues deducted in September of that year.

In the event an employee moves to a lower rated classification after the start of any pay period, and begins receiving a lower rate of pay, the Hospital will, at the next monthly

dues deduction period, 30 days after the lower rate becomes effective, use said lower rate for subsequent dues deductions until the next annual adjustment period provided above.

ARTICLE III MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Hospital. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to, full and exclusive control of the management of the Hospital, the supervision of all operations, the methods, processes, and personnel by which all work will be performed, the number and nature of facilities to be operated, to establish Hospital policies, regulations and procedures, the control of property and the composition, assignment, direction and determination of the size and type of its working forces including the right to assign employees to shifts in order to adequately staff the shifts with experienced personnel; the right to determine the work to be done, to decide job content, and the standards to be met by employees covered by this agreement; the right to change or introduce new operations, methods, processes, or facilities, and the right to determine whether and to what extent work shall be performed by employees; the right to hire, set hours of work, assign, transfer, promote, demote, release and lay off employees; the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation. Nothing in the above provisions is to limit any other rights of the Hospital, and the Hospital reserves and retains specifically and exclusively, all of its inherent and customary rights, provided however, that in the exercise of these rights, the Hospital shall not violate any express provision of this Agreement.

ARTICLE IV REPRESENTATION

SECTION 1.

For the handling of grievances in their behalf, the employees may elect a Grievance Committee consisting of not more than twelve (12) stewards, from among the employees of the Hospital in accordance with Section 2 below. There may also be an alternate steward elected on the same basis for the same area for each area steward, (except on the first shift in Nursing where there will only be one alternate steward for the two Nursing stewards) said alternate steward to act in the absence of the regular steward. The stewards must be seniority employees with the hospital and must be on the active payroll when elected. A Grievance Committee Chairperson and an Alternate Grievance Committee Chairperson may be appointed by the Union. The Grievance Committee Chairperson or alternate shall fill in, when both the regular steward or alternate for a given area are absent. The Local Union President or his/her designee shall function at Step Three of the Grievance Procedure. Said Local Union President shall fill in when the regular steward and alternate for a given area are absent, and the Grievance Committee Chairperson and alternate are not available. Stewards and alternates will represent only those employees in their respective area. The Union shall notify the Hospital in writing

of the name of such persons. The Hospital shall not be obligated to recognize such persons until such notification. Neither the Union nor its employee representatives shall advise or direct employees to disregard the orders of supervision.

SECTION 2.

Each area Steward shall be elected from a definitely defined district and shall represent only those employees in his respective district and shift, and only on days when he is scheduled to work. The Local Union President shall have the right to designate Stewards and/or Alternates to fill any unexpired terms. The districts will be as follows:

First Shift

One (1) Steward from among the employees in the Buildings & Grounds Department.

One (1) Steward from among the employees in the Food & Nutrition Services Department.

One (1) Steward from among the employees in the Housekeeping Department.

One (1) Steward from among the employees in the Laundry Department.

Two (2) Stewards from among the employees in Nursing Service - one (1) Steward from among the Nursing Service employees on the fourth and fifth floors and one (1) from the remaining employees in Nursing Service (excluding the Operating Room).

One (1) Steward from among the employees in the Operating Room.

One (1) Steward from among the employees at the Warehouse.

One (1) Steward from among the remaining employees on the first shift.

Second Shift

One (1) Steward from among the employees in Nursing Service and one (1) Steward from among all the remaining employees working on the second shift.

Third Shift

One (1) Steward from among the employees working on the third shift.

SECTION 3.

In Section 2, under First Shift, it is understood that in Nursing Service where two (2) stewards are listed as representing one (1) "defined district", the following will be used to

determine the appropriate union Steward to represent an employee:

First Shift

Nursing Service

Employees on 4th and 5th floor:

1. N.S. 4th and 5th floor Steward
2. N.S. Alternate Steward
3. N.S. remaining employees (excluding O.R.) Steward
4. Grievance Committee Chairperson
5. Alternate Grievance Committee Chairperson
6. Local Union President

Employees in any other area (except O.R.):

1. N.S. remaining employees (excluding O.R.) Steward
2. N.S. Alternate Steward
3. N.S. 4th and 5th floor Steward
4. Grievance Committee Chairperson
5. Alternate Grievance Committee Chairperson
6. Local Union President

Second Shift

On second shift the following will be used to determine the appropriate union Steward to represent an employee:

Employees in Nursing Service:

1. N.S. Steward
2. N.S. Alternate Steward
3. Steward from remaining second shift employees
4. Alternate Steward from remaining second shift employees

All other employees on second shift:

1. Steward from all other employees
2. Alternate Steward from all other employees
3. Steward from Nursing Service
4. Alternate Steward from Nursing Service

SECTION 4.

It is agreed that Union officials shall have access to or enter the Hospital's premises when necessary to attend a meeting with the Hospital as provided in this Agreement or as a private citizen in the normal use of the Hospital facilities, or as otherwise agreed by the Vice President of Human Resources or designated representative. The Union representatives shall enter and remain in the Hospital only during their regular working hours or when visiting a patient unless otherwise agreed to by the Hospital. No Union activity, except grievance processing as provided in Sections 5 and 6 herein, shall be conducted, on Hospital premises during scheduled working times.

SECTION 5.

Notwithstanding their position on the seniority list, the President, and the Grievance Committee Chairperson of the Union shall, in the event of layoff, be continued at work as long as there is a job in the bargaining unit which they have the present ability to perform in the opinion of the Hospital, and if laid off, they shall be recalled to work on the first open jobs which they have the present ability to perform. Stewards, notwithstanding their position on the seniority list, shall in the event of a layoff, be continued at work as long as there is a job in their classification which they have the present ability to perform in the opinion of the Hospital and if laid off, they shall be recalled to work on the first open job within their classification which they have the present ability to perform.

SECTION 6.

Stewards, including the Grievance Committee Chairperson or alternate, and the Union President as provided herein, may be allowed to leave their work after being notified by their supervisor that it is necessary for them to handle a grievance as provided in the Grievance Procedure, provided, however, they shall give an accounting of such time spent in such manner as required by the Hospital. Said Union Representatives shall be compensated for necessary time spent during their regularly scheduled work shift (excluding overtime) in handling grievances as provided in the grievance procedure at their regular straight time hourly rate of pay.

Before leaving their work, the supervisor shall record on a Steward Pass furnished by the Hospital, time of leaving, the name and location of the person to be contacted, and the reasons for leaving. Upon entering an area or department other than their own, said Union Representatives will report directly to the appropriate supervisor. Immediately upon returning to their work, said Union Representatives shall return the Steward Pass to his supervisor who will note on the pass the time the Union Representative returned to work. Supervisors shall have the right to inquire of any Union Representative who is not engaged in his regular assigned work the exact nature of the grievance activity on which he is engaged.

SECTION 7.

The privilege of Union Representatives leaving their work during working hours as outlined above is subject to the understanding that the time will be devoted to the prompt handling of grievances, and Union Representatives will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as specified herein. In the event of any abuse of Section 5 or 6, the matter shall be the subject of a special conference.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1.

A grievance is limited to matters of interpretation or application of express provisions of this Agreement.

No grievance shall be filed based on facts or events the employee had knowledge of which occurred prior to five (5) work days before the grievance is filed; and in any event, no grievance shall be filed in writing based on facts or events which have occurred prior to twenty (20) work days before the grievance is filed. Any grievance not carried to the next step by the Union within the time limits herein, or such extension as may have been agreed to in writing, shall be automatically closed on the basis of the last disposition.

The Hospital shall not be required to pay back wages or make a monetary settlement covering any period beyond twenty (20) work days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which an employee may not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period, if the employee files his grievance within twenty (20) work days after receipt of such pay.

Time limits may be extended by the Hospital and the Union in writing, then the new date shall prevail. Work days, for the purpose of this article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Saturday, Sunday and observed holidays.

SECTION 2.

An employee having a grievance as defined above shall present the grievance to the Hospital in the following manner:

Step One - If an employee has a grievance, he shall first discuss the matter orally with his supervisor. Following the discussion, if the employee still feels aggrieved, he may request that his supervisor make arrangements to have a meeting between the appropriate area steward, employee, and supervisor to discuss the matter.

Said meeting shall be scheduled as soon as practical prior to the end of the employee's shift except in unusual circumstances, or in instances where the request was made within the last 60 minutes of the employee's shift in which case it will at least be scheduled within the first six hours of the employee's next shift. If requested, the area steward shall be permitted to briefly discuss the grievance with the employee apart from the supervisor before discussing it with the supervisor. The supervisor shall give his answer orally to the employee and the area steward within one (1) working day.

Step Two - If the grievance is not resolved in Step One, the grievance may, within three (3) working days of receipt of the supervisor's answer or if no answer is received, within three (3) working days after the answer was due, be reduced to writing on a grievance form provided by the Hospital and presented to the Department Head or designated representative for his written answer. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head

or designated representative shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance, with a copy to the involved steward. The Department Head may, within the five (5) day period, schedule a meeting between two (2) representatives of the Hospital (normally the Department Head and the employee's immediate supervisor) and the employee and the involved steward in an attempt to resolve the grievance.

Step Three - If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, or if no answer is received within five (5) working days after the answer was due, submit a written appeal of the grievance to the Vice President of Human Resources or designated representative. Such appeal shall state the position of the Union and the basis for appeal. Hospital representatives shall meet with the local Union President, and a designated representative of Council 25 and/or the International Union may also attend, within ten (10) working days of receipt of the written appeal. The Local Union President may also designate a steward to attend said meeting. The Hospital designee shall answer the grievance within ten (10) working days from the date of conclusion of the discussion of the grievance at said meeting.

SECTION 3.

In the event back wages are a factor, all claims for said wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other wages he may have earned during the period of back pay eligibility.

No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement. This shall not be interpreted to prevent an employee from filing a subsequent grievance if the violation is repeated.

SECTION 4.

Any grievance which arose prior to the effective date of the Agreement shall not be processed under this Agreement.

SECTION 5.

Any Agreement reached between Management and the Union is binding on all employees affected. The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the Grievance Procedure, provided, however, that nothing herein shall prevent an employee from electing to pursue a legal or statutory remedy providing such election will bar any further or subsequent proceedings for relief under the Grievance Procedure.

SECTION 6.

It is understood that in the application of Step 1 of the Grievance Procedure, in the event an employee's area steward is not at work on a weekend and the supervisor and

employee agree that the grievance is of such a nature that it should not be held in abeyance, the supervisor will make arrangements to provide representation from an available steward from another area who has notified the Hospital operator at the start of the shift that he/she is working that day.

ARTICLE VI ARBITRATION

SECTION 1.

If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific article and section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Vice President of Human Resources or designee or Union President as the case may be ten (10) working days after receipt of the Hospital's answer in Step Three, or, if the Hospital fails to submit its answer within the prescribed time limits in Step Three, within ten (10) working days after the expiration of the time limits in which the Hospital is to submit its written decision in Step Three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Hospital's last answer shall be final and binding on the Union, the employee, or employees involved, and the Hospital.

SECTION 2.

Following receipt of the notice to arbitrate, the Union and the Hospital will attempt to select an Arbitrator. If the Arbitrator is not selected within fifteen (15) working days following receipt of the written notice, the moving party may, within the next ten (10) working days only, apply in writing to the American Arbitration Association for Arbitration. Multiple grievances may not be submitted to the same Arbitrator unless by mutual written agreement.

SECTION 3.

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

SECTION 4. Powers of the Arbitrator

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage. He shall have no power to substitute his judgment for that of the Hospital as to

reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific article and section of this Agreement. His powers shall be limited to deciding whether the Hospital has violated the express articles and sections of this Agreement; and he shall not imply obligations and conditions binding upon the Hospital from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Hospital.

It is further specifically understood that the Arbitrator:

- A. Shall have no power to substitute his discretion for the Hospital's discretion in cases where the Hospital is given discretion by this Agreement.
- B. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

SECTION 5.

At the time of the Arbitration hearing, both the Hospital and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Hospital or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished to the Arbitrator with the Hospital and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Hospital and Union a reasonable opportunity to furnish briefs.

SECTION 6.

The Hospital agrees that with proper notice, it will cooperate in seeking to have an employee (who is neither a Union Steward or a Grievant), excused from work for the time necessary to testify in an arbitration case when the employee has been requested to appear as a witness for the Union. It is understood that the Union shall be responsible for the employee's lost time.

SECTION 7.

Each party shall pay its own costs of processing a grievance through Arbitration. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be shared equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION 8.

The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Hospital.

The Union shall discourage any attempt of its members, and shall not encourage or

cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION 9.

After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

ARTICLE VII RULES

The Hospital may adopt, revise and enforce rules and regulations not in conflict with the express terms of this Agreement governing discipline, duties and rules of conduct for employees. New or amended rules will be posted on the bulletin board for five (5) work days prior to their effective date. Prior to posting said rules, the Hospital will send a copy of the rules to the Union. The Union may, by written request filed with the Vice President of Human Resources or designee within two (2) days of receipt of the rules, request a special conference to discuss said rules prior to their being posted. Said conference shall be held within five (5) working days between representatives of the Hospital and not more than two (2) representatives of the Union and/or a representative from Council 25 or the International. If the Union believes a proposed rule is in conflict with the Agreement, it must submit a written grievance at Step Three of the procedure within two (2) work days after the conclusion of the special conference.

ARTICLE VIII DISCIPLINE

SECTION 1.

The parties recognize the unique characteristics of the Hospital and the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:

- A. Written Warning
- B. Written Reprimand
- C. Suspension
- D. Discharge

It being understood that, based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

SECTION 2.

In the event an employee is suspended or discharged, the Hospital will notify the Union in writing. Any grievance concerning a suspension (for five (5) days or more) or discharge must be filed, in writing, with the Vice President of Human Resources or designee within five (5) work days of the suspension or discharge at Step Three of the Grievance Procedure. Any grievance concerning a suspension of less than five (5) days

shall be filed in writing with the department head within five (5) work days at Step Two of the Grievance Procedure.

If no grievance is filed in accordance with the time limit specified herein, the Hospital's action will be deemed proper and subject to no further review or protest.

If the employee is on the premises at the time of his suspension or discharge, he shall, upon request, be permitted to discuss the matter with his area steward before being required to leave the premises unless circumstances make it advisable to remove him from the premises immediately.

SECTION 3.

In disciplining an employee, a prior written warning and/or reprimand (for other than absenteeism and tardiness which is covered under Article XIX) will be disregarded after thirty-six (36) months provided no further disciplinary action of any kind has been issued to the employee during said period.

In considering an employee's employment record under Article X, Section 2(b), a prior written warning and/or written reprimand (for other than absenteeism and tardiness) which is more than thirty-six (36) months old, will be disregarded if no further disciplinary action of any kind has been issued during said period, unless it can be shown that such discipline can be directly related to the job.

ARTICLE IX LENGTH OF SERVICE (SENIORITY)

SECTION 1.

Full time employees shall be subject to a probationary period of six (6) months of employment, during which time the Hospital shall have the sole right to discharge, discipline, transfer, or lay off such employees and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list. When more than one employee has the same life-to-date seniority hours, the one whose last four (4) digits of their social security number is the lowest shall be deemed most senior.

Regular part time employees shall be subject to a probationary period of 1040 hours of work, during which time the Hospital shall have the sole right to discharge, discipline, transfer, or lay off such employees and no grievance shall arise therefrom. At the end of the probationary period, regular part time employees shall be placed on the seniority list. When more than one employee has the same life-to-date seniority hours, the one whose last four (4) digits of their social security number is the lowest shall be deemed most senior.

For the purposes of this Agreement, a "full time employee" is an employee hired for the indefinite period of time, (more than six (6) months) eighty (80) hours per pay period. A "regular part time employee" is an employee hired for an indefinite period of time (more

than six (6) months) on a less than eighty (80) hour per pay period basis. A "temporary employee" is an employee hired for a specific period of time of six (6) months or less.

When a vacancy is to be filled by a temporary employee, the Hospital will notify the Local Union President in writing prior to filling the vacancy. The written notice shall include the reason for the vacancy and the approximate length of the vacancy as known at the time.

SECTION 2.

The Hospital shall have no obligation to re-employ an employee who is laid off during his probationary period. However, in the event the Hospital does rehire a laid off probationary employee within a year from the date of his layoff, said employee shall be given credit for his previous days worked toward completing his probationary period.

SECTION 3.

The Hospital shall continue to furnish the Union an up-to-date seniority list every six (6) months upon written request.

There will be no adjustment in said hours until the next seniority list is published, unless there was an error in the computation of life to date hours. The Hospital will also furnish the Union a list of the addresses of each employee at the same time.

SECTION 4.

Seniority shall be broken and the employee shall be terminated and thereby removed from the seniority list for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If he is absent for three (3) consecutive working days without notifying the employer as provided herein within said period and if he fails to give an explanation for the absence which is satisfactory to the Vice President of Human Resources or designee.
- D. If he fails to return to work when recalled from layoff as set forth in the recall procedure.
- E. Fails to return from a leave of absence at the designated time unless he obtains an extension as provided in Article XII Leaves Of Absence or unless he has a reason for over-staying the leave which is satisfactory to the Vice President of Human Resources or designee.
- F. If he is laid off for a period of eighteen (18) months or length of his seniority, whichever is less.
- G. When he reaches mandatory retirement unless extended by the Hospital.

SECTION 5.

It shall be the responsibility of each employee to notify the Hospital of any change of address or telephone number. The employee's address and telephone number as it appears in the Hospital's records shall be conclusive when used in connection with

layoffs, recall, or other notices to employees.

SECTION 6.

- A. **Hire Date:** This is the most recent date on which an employee started work. This date will be used for Paid Time Off (PTO) Days and Service Awards. This date will always remain constant unless an employee loses all seniority for one of the reasons listed above in Section 4 and is subsequently rehired.
- B. **Seniority:** An employee's seniority shall be determined by the number of hours an employee has accrued. Hours that accrue toward seniority are listed below:
- Straight Time Hours Paid
 - Overtime Hours Paid
 - PTO Hours Paid
 - Jury Duty Hours Paid under Article XII, Section 9(b)
 - Bereavement Leave Hours Paid under Article XII, Section 9(a)
 - Transfer Out of Bargaining Unit as provided in Article IX, Section 7
 - Subpoenaed by Hospital under Article XII, Section 9(c)
 - Requested Off Hours (Credited)
 - Leave of Absence Hours (to the extent outlined in Article XII)
- C. **Full-Time Status Seniority:** When employees change status from part-time to full-time the number of seniority hours accrued at the time of the change will be used as a starting point for determining the eligibility and waiting periods for insurance programs such as: health, dental, life, accident and sickness, vision, etc. For health insurance, however, part-time service shall count toward the applicable waiting period provided said employee shall be subject to the provisions of Article XXIV, Section 3.
- D. **Classification Seniority:** For the purposes of this Agreement, classification seniority for seniority employees shall be defined as the date appearing on Hospital records in which an employee began working in a given classification on a permanent basis, provided, however, said employee shall have satisfactorily worked at least 30 work days in the classification to establish classification seniority. After the employee has worked in the classification for one (1) year, the employee's classification seniority shall no longer be a date but rather it shall be the same as his/her seniority as defined above.

SECTION 7.

An employee who is transferred to a job outside the bargaining unit prior to February 21, 1985, shall retain and accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit, provided

however, he shall only continue to retain classification seniority in the classification for an additional period of two (2) years. At the end of two (2) years, his classification seniority in the classification will be frozen and if he is later transferred back to the bargaining unit, his classification seniority in the classification will be readjusted by advancing it forward for the period of time spent outside the bargaining unit after two (2) years. If said employee is transferred back to the bargaining unit prior to the expiration of the two (2) year period, there shall be no change in his classification seniority. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits as provided herein. An employee who is transferred to a job outside of the bargaining unit after February 21, 1985, shall have his seniority frozen as of the date of said transfer. This clause shall not be construed to limit the Hospital's right to terminate the employee for any reason while assigned to a job outside the bargaining unit provided, however, if said employee is transferred back to the bargaining unit, he shall be represented by the Union. It is further understood that in the event a Hospital employee is transferred into the bargaining unit without having previously worked at a job in the bargaining unit, said employee shall begin to establish his classification seniority in the classification for layoff and recall purposes when he is transferred but shall retain his Hospital seniority (i.e., date of hire) for other purposes.

ARTICLE X PROMOTIONS AND TRANSFERS

SECTION 1.

Permanent job vacancies or new jobs which are to be filled by the Hospital, will be handled in the manner hereinafter outlined. A permanent job vacancy is an opening in an equal or higher paying bargaining unit classification which is expected to continue for more than six (6) months.

SECTION 2.

- A. Such job vacancies, with the exception of those covered in Section 3 below, will be posted on the Hospital bulletin board for a period of three (3) work days (excluding Saturday, Sunday, and holidays) setting forth the title of the job, the qualifications required for the job and the shift. Any otherwise eligible employee who meets the qualifications for the job may apply by filing a written application stating his/her qualifications for the job with the Human Resources/Employment Office on the form provided by the Hospital. Before an employee departs on a vacation or leave of absence, he/she may file with the Hospital's Human Resources/Employment Office a written notice of his/her interest in bidding for one (1) or more jobs. If such a job is posted during his/her absence, and if he/she is scheduled to return in time to undertake the job when the Hospital plans to fill it, the employee's notice of interest shall be entered as a bid for the job.
- B. On the filling of posted vacancies, consideration will be given to prior

training, ability, and employment records. Where such factors are deemed equal, seniority shall prevail, provided however, where such factors are equal, the posted vacancy shall be filled by the bidding employee in the department in which the vacancy exists with the highest departmental seniority. In the event the most senior bidder is denied the job, upon written request from said employee, the Hospital will provide said employee with written reasons for the denial.

- C. The Hospital shall have the right to determine qualifications for each such job vacancy, subject to the provisions of Article XVI -New or Changed Jobs. It is further understood that while the Hospital shall have the right to determine whether an employee meets the qualifications for the job, the employee shall have the right to grieve the Hospital's determination if it can be shown that the Hospital's decision was arbitrary or capricious.
- D. The Hospitals' policy relative to disqualifying an employee's bid because of his/her work record shall continue to apply in determining whether or not an employee is eligible for the vacancy. In the event no qualified and otherwise eligible employee applies for the vacancy, such vacancy shall be filled in any manner determined by the Hospital.
- E. A copy of the job posting will be made available to the Union President.

SECTION 3.

Entry level classifications will not be posted. For purposes of this section, entry level classifications are defined as: Housekeeper I, Laundry Aide, Dietary Aide and part time positions in CPS Aide, Emergency Room Clerk, Laboratory Aide, Materials Clerk, Radiology Clerk, Patient Care Aide, Unit Clerk, Porter, and Cart Packer. Employees desiring to transfer to an entry level classification may file a written request for a transfer with the Human Resources/Employment Office. The Hospital will consider such requests in the filling of permanent job vacancies. Such requests shall remain on file for a period of one (1) year. In filling said entry level position, preference will be given to present employees who have filed a written transfer request (and have the appropriate schooling in the case of Unit Clerk) over new hires provided the Hospital reserves the right to disqualify any employee based on his/her work record with the Hospital or the employee's lack of ability to perform the work.

SECTION 4.

An employee who fills a permanent job vacancy under the procedures outlined in Sections 2 and 3 above shall be subject to the following conditions:

- A. During the first ten (10) work days on the job, the employee may elect to return to his former job, if his reason for doing so is not considered capricious by the Hospital. At any time during the first thirty (30) work days

on the job, except in the case of IV Technicians, Pharmacy Technicians, and Surgical Technicians in which case it shall be any time during the first six (6) months of work, the Hospital may transfer the employee back to his former classification if he cannot satisfactorily perform the job in the opinion of the Hospital.

- B. After an employee completes thirty (30) work days on the job in a new classification he bid for, except in the case of IV Technicians, Pharmacy Technicians, Central Processing Aides, Central Processing Clerk, and Surgical Technicians which shall be six (6) months of work, his seniority for that classification shall date from and after his first day of work following his transfer to the new job classification.
- C. An employee who is selected to fill a vacancy under the provisions of Sections 2 or 3 may be declared ineligible to fill another vacancy through the provisions of this article for up to six (6) months.
- D. If an employee is transferred to a higher paying job under the terms of Sections 2 or 3 he shall be paid at the hourly rate next higher to his own within the pay level for his new classification provided the next higher pay rate shall be at least ten (10) cents per level higher than his current rate, provided further, in the case of Surgical Technicians, IV Technicians, and Pharmacy Technicians, said employees shall be trained at Level E starting rate and go to at least the six (6) month rate of their classification (Level F or G respectively) upon the successful completion of their training period, and CPS Clerks and CPS Aides shall be trained at Level D starting rate and go to at least the six (6) month rate of Level E upon successful completion of their probationary period.
 - 1) If an employee is transferred to a new job on the same level, his hourly rate will not be changed.
 - 2) If an employee is transferred to a new job in a lower pay level, his hourly pay rate will be set at the increment to which his seniority would have entitled him.
- E. For valid reasons, an employee may be permitted to transfer to a lower rated job by mutual written agreement.
- F. An employee graduating from the apprenticeship program shall be placed at the four (4) year step of his/her classification pay level.

SECTION 5.

Employees desiring to transfer to a different shift within their classification, or from part time to full time or vice versa within their classification, shall file a written request for transfer with their Department Head. The employee shall be given a copy of the completed form. The Hospital will honor such requests on the basis of seniority when there is a permanent opening in the classification before implementing the procedures outlined in Sections 2 and 3 above, whenever, in the Hospital's judgment, said transfer will not seriously hamper or disrupt patient care and the employee's work record merits such transfer. A shift preference request will be considered before a request to transfer from part time to full time. Requests for such transfers shall remain on file for a period of six (6) months. Once an employee's request for such a change has been honored, another request may not be filed for one (1) year.

SECTION 6.

At the time both full time and part time employees are being considered for a permanent job vacancy in accordance with Sections 2, 3, or 5 of this article, the determination of their seniority will be made by using life-to-date seniority hours.

SECTION 7.

It is agreed that in the future, should the Hospital post an opening for two (2) or more positions in the same classification and on the same posting, employees awarded the positions will carry the same classification seniority date in accordance with Article IX, Section 6D, irrespective of when they actually start work in the new positions. For example, if there is a posting for two (2) Housekeeper II vacancies, and two (2) employees are awarded the position but one (1) is needed in their present classification to train a replacement, etc., and the other is immediately moved to the Housekeeper II position, both will have the same classification seniority date.

SECTION 8.

Employees who have a routine alternate rate in a classification as provided in Article XIII, Section 11 will be considered for vacancies under Sections 2, 3, and 5 along with other employees in that classification.

SECTION 9.

Under normal circumstances Surgical Technicians will be assigned to assist on selected cases in accordance with the applicable Nursing Service policy.

ARTICLE XI LAYOFF AND RECALL

SECTION 1.

When the size of the work force is to be reduced by layoff, employees shall be laid off according to their classification seniority within the affected classification providing the remaining employees have the ability to perform the available work. Temporary and probationary employees in the affected classification will be laid off before seniority employees are laid off.

SECTION 2.

When an employee is removed from a classification as a result of layoff, the employee shall bump the least senior employee in a classification in which the employee has previously established classification seniority, provided the employee has more seniority than said employee and provided:

- A. A full time employee shall first have the option of bumping the least senior full time employee.
- B. A full time employee shall not be required to accept a part time position and
- C. A part time employee shall not have the right to bump a full time employee at the time of layoff.

When there are two (2) or more classifications carrying the same rate in which the employee can apply his classification seniority, the Hospital will select the classification to which he will be assigned.

If a full time employee does bump a part time employee and is subsequently recalled as a full time employee, the employee shall have applicable insurance benefits reinstated at the beginning of the next month following his return to full time status (without an additional waiting period).

SECTION 3.

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.

When the Hospital determines there is a need for a temporary reduction of the work force due to low census, volunteers will be sought to take time off first. Second, if there are insufficient volunteers, temporary and probationary employees will be removed from the schedule and/or sent home before regular employees are affected.

SECTION 4.

When practicable, the Hospital will notify employees twenty-four (24) hours in advance of a layoff. In event of a permanent layoff, the Hospital will notify employees seven (7) calendar days in advance of said layoff, and a copy of the notice will be sent to the Local Union President.

SECTION 5.

Employees on layoff from a classification will be recalled to work in said classification in order of their classification seniority in the classification. Notice of recall shall be given in person or by certified mail to the employee's last address on record with the Hospital's Human Resources Department. If an employee fails to report for work by the start of his shift on the fourth (4th) day following notice of recall or the date on which notice of recall by certified mail was attempted, he shall be considered as a voluntary quit provided, in appropriate cases, at the sole discretion of the Hospital, exceptions shall be made.

ARTICLE XII LEAVES OF ABSENCE

SECTION 1. PERSONAL LEAVE

The Hospital may grant temporary written leaves of absence for personal reasons without pay or fringe benefits, except as otherwise provided herein, to regular employees with six (6) months of seniority for periods of eight (8) to thirty (30) calendar days. Such a leave may be extended upon written approval of the Hospital for an additional period of not to exceed sixty (60) days. Request for a leave must be in writing on the appropriate form and filed with the employee's Department Head prior to the start of the leave. Seniority shall accumulate during such leave.

SECTION 2. HEALTH LEAVE

A leave of absence for health reasons without pay or fringe benefits, except as otherwise provided herein, will be granted to a regular employee with six (6) months of seniority upon recommendation of the employee's physician for absences of eight (8) calendar days to two (2) years.

A written request for such leave must be submitted to the Department Head together with the recommendation of the attending physician no later than the seventh (7th) calendar day the employee is absent from work for health reasons except in the case of maternity where the request must be filed at least 30 days prior to the expected birth. Failure to file such a request within the time period shall result in the employee being considered to have voluntarily quit. Approval for the leave must be granted in writing by the Hospital. The employee shall give reasonable advance written notice (usually not less than three (3) days) of his intent to return to work to the Human Resources Department and shall accompany said notice with a written statement from the attending physician certifying the employee's fitness to fulfill his normal duties. Seniority shall accumulate only during the first six (6) months of the leave. If an employee is medically unable to return at the expiration of his/her leave, the employee must request an extension in writing together with the recommendation of his/her attending physician prior to the expiration of the leave. Failure to apply for the leave or an extension thereof as provided in this Section will result in the employee's seniority being terminated pursuant to Article IX, Section 4E. An employee returning from a health leave within sixty (60) calendar days of the granting of the leave and who gives proper notification of his intent to return will be returned to his

former classification, shift, status and work area providing he can perform the available work. An employee returning from a health leave after sixty (60) calendar days, but before six (6) months, and who gives proper notification of his intent to return will be returned to his former classification and status providing he can perform the available work. An employee returning from a health leave after six (6) months but before two (2) years, will be returned to his former classification providing he can perform the available work and there is an opening or to the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

In the case of an employee with less than six (6) months of seniority, if the employee is absent from work for health reasons for more than fourteen (14) consecutive calendar days, he shall be considered to have resigned.

For the purposes of this section successive health leaves separated by less than two (2) weeks of work will be considered one (1) leave unless the subsequent leave is due to a different cause which arose after the employee returned to work.

SECTION 3. EDUCATIONAL LEAVE

A leave of absence for educational purposes or to further one's training in his profession without pay or fringe benefits may be granted for up to one (1) year to regular, full time employees with one (1) year of seniority. A written request for such leave must be submitted to the Department Head indicating the reason for the leave at least one (1) month in advance. An extension of said leave may be obtained where the training involved is for longer than a year. Seniority shall not accumulate during the leave. An employee returning from such leave within six (6) months of the granting of the leave will be returned to his former classification and status providing he can perform the available work. An employee returning after six (6) months will be returned to his former classification providing he can perform the available work and there is an opening or the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

SECTION 4. ADOPTION LEAVE

In the case of adoption and child care following the birth of a child, an employee may have the leave extended without pay or fringe benefits for an additional forty (40) weeks in the case of adoption; and not to exceed a total of six (6) months from the last day worked by the employee in the case of child care, provided the employee must request the extension in writing thirty (30) days prior to the expiration of the family leave. Seniority shall not accrue during said extension. An employee returning from such leave will be returned to their former classification and status provided they return within six (6) months of their last work day and providing they can perform the available work. An employee returning after six (6) months will be returned to their former classification providing he/she can perform the available work and there is an opening or to the first available opening in his/her classification or an equal paying classification for which he/she has the ability to perform the work.

SECTION 5. UNION LEAVE

- A. A seniority employee elected or appointed to a full time office in AFSCME or affiliate which necessitates a leave of absence, shall be granted such leave without pay or fringe benefits for up to two (2) years as provided herein. Written request for the leave from the appropriate Union official shall be presented to the Human Resources Department at least three (3) weeks in advance of the date the leave is to become effective.
- B. The request shall specify the position the employee has been elected or appointed to. Said leave shall be extended year to year thereafter during the life of this agreement upon receipt of a request for an extension filed with the Human Resources Department.
- C. A short-term leave of absence for attending such things as Union conferences, convention, training programs, and special projects may be requested in writing within the time period provided in paragraph "A" of this section specifying the purpose and duration of the leave. Approval is subject to the discretion of the Hospital. Such leave shall be without pay or fringe benefits. Seniority shall accumulate during the leave.

SECTION 6. MILITARY LEAVE

An employee shall be granted a military leave of absence for service as required under Federal Law, for time spent in full time active service in the Armed Forces of the United States. The period of such leave shall be determined in accordance with applicable Federal Laws in effect during the period of the leave. Employees shall be entitled to reinstatement from such military leave in accordance with and subject to conditions outlined in the Federal Laws applicable at the time.

Employees who are members of an armed forces reserve unit and who are required to take a two-week training program in the summer can arrange to take the two (2) weeks and use Paid Time Off (PTO) if any, or obtain a leave of absence for two (2) weeks without pay, or a combination thereof.

SECTION 7. GENERAL PROVISIONS (LEAVES OF ABSENCE)

- A. Any employee who seeks and/or obtains employment, or performs work for another employer or is self-employed while on leave of absence shall be automatically terminated from the Hospital effective the date the leave started, unless the employee was specifically granted the leave for that particular purpose.
- B. The accumulated total leave of absence time of an employee may not, at any time, exceed the accumulated total time worked of the employee.

- C. No leave of absence in Sections 1 through 7 will be granted for less than eight (8) calendar days.
- D. When used in this article the word "status" shall refer to whether a person was full time or part time at the start of his/her leave.

SECTION 8. FAMILY & MEDICAL LEAVE

The Hospital shall provide leaves of absence in accordance with the provisions of the Family and Medical Leave Act of 1993.

SECTION 9. MISCELLANEOUS

- A. When death occurs in the immediate family of a full time employee (i.e. spouse, mother, father, step-parents, mother-in-law, father-in-law, grandparents, child, stepchild, grandchild, brother, or sister), said employee upon request will be excused for up to three (3) scheduled work days immediately following the death.

Part time employees may be excused for the death of an immediate family member as defined above for up to three (3) scheduled work days provided the scheduled work days fall within three (3) calendar days following the death.

An employee excused from work under this section shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused, provided he was otherwise scheduled to work.

Payment shall be made at the employees rate of pay, not including any premiums as of his last day worked. Proof of death must be submitted to the Human Resources Department. An employee shall be granted PTO, or additional time off without pay if PTO is not available for travel upon approval of his Department Head.

- B. An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee otherwise would have earned by working during straight time hours for the Hospital on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Hospital. The Hospital's obligation to pay an employee for jury duty is limited to a maximum of forty-five (45) work days in any calendar year.

In order to receive payment, an employee must give the Hospital prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The Hospital reserves the right to seek to get the employee excused from jury duty in order to work.

- C. A regular seniority employee who is subpoenaed by the Hospital to testify on behalf of the Hospital in a judicial proceeding shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee otherwise would have earned by working during straight time hours for the Hospital on that day and the daily witness fee paid by the Hospital for each day on which he is required to and does report to court under the subpoena.
- D. Regular full time and part time employees with one (1) or more years of service (on the date the course begins) shall be eligible to participate in the tuition reimbursement plan for St. Joseph Hospital employees under the terms and conditions set forth in said plan or as subsequently revised from time to time by the Hospital provided said plan shall not be revised below the benefit level established herein. Effective in the fiscal year starting in July 1990, said plan will pay 75% of tuition fees for approved courses to a maximum of \$800 per fiscal year for full time employees and \$400 per fiscal year for part time employees. To be eligible, a part time employee must work a minimum of thirty-two (32) hours per pay while going to school. Employees who apply for and receive tuition reimbursement must agree to continue to work for the Hospital at least six (6) months after completion of the course. If an employee terminates his/her employment before completing the six (6) months, the employee must repay the tuition reimbursement received.
- E. The Hospital may, at its discretion, require that employees submit to physical and medical tests and examinations by a Hospital appointed doctor when such tests and examinations are considered to be of value to the Hospital in maintaining a capable work force, employee health and safety, etc., provided, however, that the Hospital will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the Hospital's physician concerning the employee's ability to do his job or return to his job, at the written request of the employee, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The Hospital and the employee shall share the cost of the physician. In the event the parties are unable to agree on a mutually agreeable physician, the decision of the Hospital physician

shall be subject to the grievance procedure at Step Three.

SECTION 10.

Notwithstanding any other provision of this agreement, the Hospital shall have the right to provide a job it deems suitable for an employee returning from a compensable injury or illness under workers' compensation or sickness and accident provided such action shall not result in the laying off or transfer of an employee. There shall be no reduction in the employee's rate unless agreed upon between the Hospital and the Union.

ARTICLE XIII HOURS OF WORK

SECTION 1.

Eight (8) hours exclusive of lunch periods shall constitute a normal days work. Eighty (80) hours over a two (2) week pay period shall constitute a normal work period. This section shall not be construed as a guarantee of a minimum number of hours of work per day or per week nor as a limit on the Hospital's right to schedule work in excess of the normal work day or normal work period. While employees are required to work overtime, the Hospital will continue to attempt to give advance twenty-four (24) hours notice of overtime with the understanding that often situations arise due to absenteeism, tardiness, emergency patient needs, etc., where such advance notice cannot be given.

Employees shall be allowed one (1) fifteen (15) minute break during the first half of a shift of eight (8) hours, such rest break period to be at a time scheduled by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it will not be taken during the first fifteen (15) minutes of work, nor will it be used to cover an employee's late arrival to work or early departure, to extend lunch periods unless approved by supervision, nor may it be regarded as cumulative if not used.

Employees shall be scheduled for a thirty (30) minute lunch period, fifteen (15) minutes of which shall be paid.

SECTION 2.

Time and one-half (1 1/2) shall be paid for all hours worked in excess of eighty (80) in any two (2) week pay period and eight (8) hours in any one (1) day or more than eight (8) consecutive hours. A day shall be defined as midnight to midnight for all employees assigned to the First or Second shifts and noon to noon for all employees on the Third shift. The Third shift shall be defined as any shift that starts between the hours of 7:00 p.m. and 3:00 a.m. All other shifts shall be considered either First or Second shifts.

SECTION 3.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates under one provision shall not be counted as hours

worked in determining overtime under the same or any other provision.

SECTION 4.

The Hospital shall have the right to assign and change starting and quitting times for each employee and for each shift, and also the assignment of time for lunch and relief periods.

SECTION 5.

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period. For computing time cards for pay purposes only, however, tardiness of five (5) minutes or less will not result in a pay deduction. Pay deductions for tardiness will be one tenth (1/10) of an hour for each six (6) minutes tardy.

SECTION 6.

On days when a Boiler Operator is assigned to operate a boiler as a Fireman, the Hospital reserves the right to schedule said operator with a 30-minute paid lunch hour within his/her eight (8) hours of work and any break period or lunch period taken must be taken at his/her work station. It is the Hospital's intent to allow third shift employees to have their 15 minute break immediately prior to the start of their lunch period.

SECTION 7.

Surgical Technicians shall continue to receive stand-by pay of \$2.00 per hour when assigned to such duty. If said employee is actually called to work while on stand-by status, he shall be paid at the rate of time and one-half (1 1/2) for the hours actually worked with a two (2) hour minimum guarantee. Once an employee reports for work, stand-by ceases until said employee resumes stand-by status again.

SECTION 8.

Employees called back in to work after completing their normal work day shall receive pay for four (4) hours at straight time or the actual number of hours worked at time and one-half (1 1/2) whichever is greater.

SECTION 9.

Employees called in on their day off will not be required to take a compensatory day off. An employee who is called in to work by the Hospital prior to his normal starting time on a given day shall not be denied the opportunity to work his/her normal shift that day.

SECTION 10.

Any employee reporting for work on his regular shift or called in to work on his day off and for whom no work is available shall receive a minimum of four (4) hours of pay at his regular hourly rate, unless previously notified that no work was available. The employee must perform any assigned work during such period which he is capable of performing. Any employee who has been notified by means of telephone call or telegram according to the address or telephone number appearing on his personnel record at least one (1)

hour prior to his regularly scheduled starting time shall not receive report-in-pay. Report-in-pay shall not apply when lack of work is due to conditions beyond the control of the Hospital such as fire, flood, labor dispute, civil disorder, equipment breakdown, or Acts of God, or if the employee is unable to work.

SECTION 11.

Employees working in a higher paying classification within the bargaining unit for periods of one (1) day or longer will be paid as follows:

A. Routine

Those employees who routinely work in more than one (1) classification will be paid at the appropriate alternate rate of the classification (as provided in Article X, Section 4, Paragraph D for each full day in which they work in said classification.

- 1) The "10 Cent Per Level Rule" will be used to establish the alternate rate in the higher paying classification.
- 2) The alternate rate will be adjusted in accordance with the "10 Cent Per Level Rule" whenever a pay increase is received in the employee's base rate under Article XX until the employee reaches their base rate maximum pay level.
- 3) After an employee with a routine alternate rate reaches the top step of their base pay rate, they will have (or will continue to have) their alternate rate increased one half (1/2) step for each calendar year they continue to work at the routine alternate rate, until the maximum of their alternate rate classification is reached.
- 4) Thereafter an employee promoted from their base rate classification to their alternate rate classification will receive their current alternate rate of pay.

In order to receive an alternate rate, the employee must complete the required training period of the new position and must receive a written notice from the Hospital of the employee's alternate rate status. The training period will be specified at the outset.

B. Non-routine

Employees who do not routinely work in a higher paying classification in the bargaining unit and do not have an alternate rate shall be paid at the appropriate higher rate (as provided in Article X, Section 4, Paragraph D only after two (2) work days (i.e. 16 hours).

SECTION 12.

Surgical Technicians who are assigned to the Heart Team shall continue to receive a per case bonus of \$10.00 for each case they work on the Heart Team. When a new case is done by the Heart Team on Saturday or Sunday (between 6:00 p.m. Friday to 6:00 a.m.

Monday) or on a Holiday, whether or not it was scheduled in advance, employees will be paid \$25.00 per case.

It is the Hospital's intent to continue to require full time employees to work not more than twenty-four (24) weekends of work in a calendar year as long as the Hospital determines: 1) it can continue to reasonably and efficiently operate the Hospital (including a determination by the Hospital that finances are available to hire sufficient personnel for such a schedule), and 2) qualified personnel are available. If an employee is on authorized leave it will count as if the weekend was worked. Authorized leave shall mean bereavement leave, jury duty, summons and leaves of absence approved in accordance with Article XII Leaves of Absence, of this Agreement.

SECTION 13.

Under normal circumstances where part-time employees are available in a classification in a department, the Hospital will offer additional days to said part-time employees rather than use agency personnel.

In addition, under normal circumstances, before utilizing agency personnel in the Laundry, the Hospital will offer additional days to available part-time Housekeeper I's who have signed up for such work.

ARTICLE XIV NO STRIKE CLAUSE

SECTION 1.

Both the Union and the Hospital recognize the nature of the service furnished by the Hospital, and the importance of its responsibility to render continuous service to the public, and that nothing should interfere to prevent the Hospital from providing this continuous service. The parties further recognize that procedures have been provided in this agreement for settlement of grievances. Therefore, during the life of this Agreement the Union shall not cause, authorize, sanction, or condone, nor shall any member of the Union or any bargaining unit employee, take part in any strike, sympathy strike, slowdown, interference of patient care or stoppage of the Hospital's operations or picket the Hospital (because of a labor dispute with the Hospital).

SECTION 2.

In the event of any action, strike or work stoppage in violation of this article, the Union shall take whatever appropriate action is necessary within its authority to prevent and bring about the termination of such action or interruption.

SECTION 3.

The Hospital shall have the right to discipline or discharge any bargaining unit employee participating in any way in any violation of this article, and such action shall not be subject to the Grievance Procedure except for the sole question as to whether or not the

employee in question in fact violated this article. If it is found that said employee has not violated this article, said employee shall be reinstated with back pay unless otherwise agreed. In addition, the Hospital shall have the right in the event of a violation of this article to attempt to obtain injunctive relief in addition to any other remedies it may have.

SECTION 4.

During the life of this Agreement, the Hospital agrees it will not lock out its bargaining unit employees (except this provision shall not apply in the event of a Wildcat strike).

SECTION 5.

The Employer shall not, during the terms of this Agreement, assist, recognize or contract with any other labor organization seeking to represent any employees included in the bargaining unit covered by this Agreement.

ARTICLE XV VOLUNTARY ORGANIZATIONS

The Union acknowledges that voluntary organizations and workers perform services in and for the Hospital that are a valuable contribution to the welfare of the patients and to the operation of the Hospital. The Union agrees the Hospital shall continue to have the right to avail itself of all services of this nature providing that no bargaining unit employees will be terminated or laid off as a result of the Hospital's use of voluntary organizations.

ARTICLE XVI NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities or qualifications are required, the Union will be notified in writing. The Hospital will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. Within ten (10) days following notification to the Union, the Union may request in writing a meeting with the Hospital to negotiate the rate and classification. If the matter is not resolved in the thirty (30) day period provided above, the Union may, within five (5) days following the expiration of the thirty (30) day period, file a written grievance at Step Three of the Grievance Procedure. If no written grievance is filed within the period specified herein, the rate shall become permanent at the end of such period.

ARTICLE XVII SPECIAL CONFERENCES

Special conferences for important matters concerning administration of this Agreement

will be arranged between the Local Union President or designated representative and the Vice President of Human Resources or designated representative upon written and mutual agreement between the parties, and providing further that mutually acceptable arrangements as to the time and place can be made. Such meeting shall be scheduled within ten (10) work days of the request and shall be between three (3) representatives of the employer and three (3) representatives of the Union. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may also be attended by a representative of the Council or a representative of the International Union.

ARTICLE XVIII BULLETIN BOARDS

There shall be suitable space designated on three (3) Hospital bulletin boards for posting notices, said bulletin boards to be located in the Laundry, Maintenance and main building near the time clocks. The suitable space on the main bulletin board shall be the center panel. Posting on such bulletin boards will be limited to notices concerning union elections, union meetings (non-political), union-related educational classes, and union social events. The Union will submit four (4) copies of said notice to the Human Resources Director or designated representative and the Human Resources Department will post the notices on said bulletin boards promptly. All such notices will be signed by the Local Union President or Secretary or other designated official.

ARTICLE XIX ABSENTEEISM AND TARDINESS

SECTION 1.

Recognizing the difficulties imposed on the Hospital when employees are absent from work, the parties agree to the following rules governing "excessive" absenteeism, it being understood that absence caused by authorized Leaves of Absence (Article XII) is excluded from this provision (except as provided below):

A. Definitions

1. Absence is defined:

- a. If an employee is off work for two (2) or more consecutive work days and he submits a timely doctor's statement (or other proof acceptable to the Hospital in case of absence for other than illness), it will be counted as one (1) absence. To be timely, the doctor's statement must be submitted to the employee's supervisor upon the employee's return to work at the start of his/her shift unless otherwise required by the Hospital. Upon request, the Hospital will provide a copy of the statement for the employee. In the case of an employee

who applies for and is granted a health leave of absence after having already been absent for one (1) or more consecutive work days, it will be counted as one (1) absence.

- b. If an employee is off work less than five (5) days for any reason without a doctor's statement (or other proof acceptable to the Hospital in case of absence for other than illness), each day will be counted as an absence.
- c. In extremely unusual cases the Hospital retains the right to count all days instead of absences if the employee's absenteeism record justifies that action. The Union retains the right to file a grievance if they do not agree that the record is unusual enough to justify counting each day.

2. When a doctor's statement is provided, it must contain the following information:

- a. Date treated by doctor
- b. Diagnosis
- c. Whether or not employee may return to work
- d. Date employee may return to work

Every effort will be made by the parties to treat doctors' statements in a confidential manner.

3. It is understood that an employee taking an unpaid absence day under the PTO policy (i.e. has less than 16 hours in his PTO bank) will have each day of said absence counted as an absence under the absenteeism provisions of this article.

4. In the event an employee reports for work four (4) hours or more late the employee will be charged with a half day absence, in addition to being considered tardy. Furthermore, in the event an employee leaves work four (4) hours or more before the end of a scheduled shift the employee will be charged with a half day absence unless the employee has requested (at least two (2) hours in advance) permission to leave and permission has been granted by the supervisor in accordance with Article XXI, Section 6.

B. Procedure

For the purpose of determining whether a violation of Section 1 has occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of the infraction or after the monthly review.

Step One - Each month a review will be made of the preceding

twelve (12) months and:

- a. When an employee has accumulated eight (8) absences in a twelve (12) month period, he will get a written warning about improving his attendance.
- b. When an employee has accumulated eleven (11) absences in a twelve (12) month period, he will get a written reprimand.
- c. His record will be reviewed again in six (6) months from the date of the reprimand.

Step Two - The record will be reviewed in six (6) months (or sooner if a suspension is in order) in accordance with the following:

- a. If 0 to 3 absences occur during the six (6) month review period, the employee will be subject to Step One.
- b. If 4 to 5 absences occur during the six (6) month review period, the employee will be given another reprimand in accordance with Step One above.
- c. If 6 or more absences occur the employee will be given a three (3) day suspension and will be reviewed again in six (6) months (or sooner if not improved).

Step Three - If the employee receives a three (3) day suspension, the record will be reviewed in six (6) months (or sooner if discharge is in order) in accordance with the following:

- a. If 0 to 3 absences occur during the six (6) month review period, the employee will be subject to Step Two.
- b. If 4 to 5 absences occur the employee will be given a five (5) day suspension, and the record will be reviewed in six (6) months (or sooner if not improved) in accordance with the standards set in Step Four.
- c. If 6 or more absences occur the employee will be discharged.

Step Four - If the employee receives a five (5) day suspension, the record will be reviewed in six (6) months (or sooner if discharge is in order) in accordance with the following:

- a. If 0 to 3 absences occur the employee will be subject to the

provision of Step Three for the next six (6) month period.

- b. If 4 or more absences occur the employee will be discharged.

C. General

1. As a general rule, the Hospital will review records on a monthly basis provided the Hospital reserves the right to defer any disciplinary action until thirty (30) days following any six (6) month review period, it being understood, however, that subsequent absences will not count until after the disciplinary action has been issued.
2. Failure to report for work without informing the Hospital as provided in Article XXXII - General, Section 8, will result in disciplinary action for failure to call.
3. After an absence has been counted toward the issuance of a written reprimand or suspension, it will not be counted in evaluating the employee's record at a later date.
4. After four (4) successive doctor's slips, in the preceding eighteen (18) months indicating the nature of the illness, the employee may be required to accept a health leave of absence until such time as his doctor and/or the Hospital doctor reports, in writing, that the employee is in good health and is capable of performing his or her job on a continuous basis.
5. Any employee giving false reasons for his absence may be discharged.
6. Any employee off sick five (5) consecutive scheduled working days will be required to bring a doctor's slip upon returning to work.
7. In the event the employee receives a written reprimand for absenteeism and does not incur a subsequent penalty in the next twelve (12) months, said reprimand shall become null and void and will not be used or referred to in any other proceedings.
8. For part time employees who work an average of 32 hours or less during the review period each absence will count one and one half (1 1/2) times.

SECTION 2.

Excessive tardiness is defined as being tardy five (5) times in any sixty (60) day period

without prior permission. Employees who violate this rule and are "excessively" tardy as defined herein will be subject to the following penalties:

1st Offense	Written Warning
2nd Offense	Written Reprimand
3rd Offense	Three work-day suspension
4th Offense	Five work-day suspension
5th Offense	Discharge

- A. If there is a lapse of more than six (6) months between the time an employee is penalized for excessive tardiness and the next infraction of this rule, the previous penalty will be repeated (for example, if an employee receives a three-day suspension on January 15 and does not violate the rule again until July 15, the three-day penalty will be repeated).
- B. If there is a lapse of more than twelve (12) months between the time an employee is penalized for excessive tardiness and the next infraction of this rule, the employee will back up one (1) step in the procedure (for example, if an employee receives a three-day suspension on January 15 of one (1) year and does not violate the rule again until January 16 of the next year, the employee will receive a written reprimand).
- C. In applying this rule, it is understood that if unusual weather conditions result in a substantial number of employees being late or absent, tardiness on such a day will not be counted.
- D. For the purpose of determining whether a violation of the tardiness rules have occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of the infraction or after the monthly review. If the disciplinary action to be taken falls under the second, third, or fourth offenses under tardiness, the start of the sixty (60) day period shall not begin until the preceding warning notice has been made available to the employee.
- E. In the event the employee receives a written reprimand and does not incur a subsequent violation of the tardiness rule within six (6) months from the date he received the reprimand, said original reprimand shall become null and void and will not be used or referred to in any other proceedings.
- F. For part time employees who work an average of thirty-two (32) hours or less during the review period each tardiness will count one and one half (1 1/2) times.

SECTION 3.

A copy of written reprimands given for absenteeism and tardiness, under this article, will

SECTION 4.

While an authorized leave of absence does not count as an absence under Section 1, it will serve to extend the review periods under Sections 1 and 2 above by the length of the authorized leave.

ARTICLE XX WAGES

SECTION 1.

Minimum wage rates for employees are shown in Appendix A-1 attached to this Agreement. Said rates include a four (4) percent across-the-board adjustment effective June 27, 1993.

Effective July 10, 1994, increase Appendix A-1 rates by an additional three (3) percent as shown in Appendix A-2.

Effective July 9, 1995, increase Appendix A-2 rates by an additional two (2) percent as shown in Appendix A-3 and provide a one (1) time only gross lump sum payment of 1% of the wages paid for actual hours worked including overtime in the designated 26 pay periods beginning on June 26, 1994 and ending on June 24, 1995.

To be eligible for a lump sum payment, the employee must be on the seniority list the date the lump sum payment is paid and actively employed (i.e. If the employee is on a leave of absence or layoff at time of payment, the lump sum bonus will be paid after the employee has returned to work for ten (10) work days, provided the employee returns to work within one year from the date from said payment).

It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments.

Nothing herein shall prevent the Hospital from hiring an employee above the start rate provided, however, before the Hospital hires an employee above the start rate, it will meet with the Union President and explain the reason for paying above the minimum.

SECTION 2.

Pay periods for the increase shown on Appendices A-1, A-2 and A-3 may be extended to compensate for absences in excess of ten (10) working days in any period, except in the case of approved leaves of absence for vacations, jury duty, and bereavement leave. In the event an employee fails to progress satisfactorily, the Hospital has the right to withhold an increase, provided however the employee shall be reviewed again in three (3) months.

SECTION 3.

A shift premium of 7% of base rate per hour worked shall be paid for all hours worked to any employee who is scheduled to begin work on or after 12:00 p.m. and before 7:00 p.m. Starting times within this period shall be known as the second shift. A shift premium

to any employee who is scheduled to begin work on or after 12:00 p.m. and before 7:00 p.m. Starting times within this period shall be known as the second shift. A shift premium of 8% of base rate per hour worked shall be paid for all hours worked to any employee who is scheduled to begin work on or after 7:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the third shift.

In recognition of the situation in the Food and Nutritional Services Department with employees working in an 11:00 a.m. to 7:30 p.m. schedule, it is agreed that those full-time employees who work such a schedule, including the Dietary Assistant, shall be paid the 7% shift premium for the actual hours worked during the premium pay period (i.e. 3:30 p.m. to 7:00 a.m.).

SECTION 4.

All increases granted under this article shall become effective on the beginning of the payroll period nearest to the date the increase is granted.

SECTION 5.

I.V. Technicians, Pharmacy Technicians, and Surgical Technicians will be hired at Level E and will go to the six (6) month rate of their classification (Level F or G) upon the successful completion of their probationary period. CPS Aides and the CPS Clerk will be hired at Level D and will go to the six (6) month rate of their classification (Level E) upon successful completion of their probationary period.

General Maintenance trainees will be hired at the start of Level F and will go to the six-month step of Level I after six months. After one (1) year and the successful completion of their training program they will go to the one-year step of Level I.

SECTION 6.

It is understood that establishing Cafeteria prices shall continue to be the responsibility of the Hospital.

ARTICLE XXI PAID TIME OFF (PTO)

SECTION 1.

On December 16, 1979, the existing Holiday, Special Holiday, Vacation, and Personal Day plans were replaced with a Paid Time Off plan, hereinafter referred to as "PTO". PTO will be earned based upon the number of covered hours an employee accrues each pay period. The hours to be covered are defined in Section 2 below. The hours of PTO that can be earned each pay period are based on the employee's anniversary year as shown in the chart in Section 3. A maximum number of days can be earned each calendar year as shown in the chart in Section 3. At no time may an employee's bank exceed 150% of the employee's yearly maximum accrual. In applying this rule, any PTO taken during a pay period will be subtracted from the employee's bank before new PTO accrual is added for that pay period. Special provisions covering the use of PTO by employees with

SECTION 2.

For purposes of this article, the following definitions shall apply:

Covered Hours - Covered hours shall be regular hours paid for, overtime hours paid (i.e., two (2) hours of overtime will count as two (2) hours of covered time), PTO hours paid, jury duty hours paid, workshop hours paid, excused unpaid Union business hours, and unpaid low census hours. It shall not include such things as leave of absence, absences, any other unpaid time, or hours sold back under the Section 12 sell back policy.

Anniversary Year - An anniversary year shall run from the first day of the pay period in which an employee's anniversary date falls to the last day of the pay period which precedes the pay period in which the employee's anniversary date falls in the following year.

Calendar Year - A calendar year shall be defined as the calendar year used by the Hospital for payroll purposes and is based on Hospital pay periods.

SECTION 3.

PTO will be earned in accordance with the following chart:

A. Full Time Employees

<u>Length of Service</u>	<u>Hours Accrued per each covered hour</u>	<u>Maximum accrual per calendar year</u>	<u>Maximum balance in bank at any time</u>
After hire but less than 4th anniversary date	.104	26 days (208 hours)	37.5 days (300 hours)
4th anniversary date but less than 9th anniversary date	.124	31 days (248 hours)	45 days (360 hours)
After 9th anniversary date	.144	36 days (288 hours)	52.5 days (420 hours)

B. Part Time Employees

<u>Length of Service</u>	<u>Hours Accrued per each covered hour</u>	<u>Maximum accrual per calendar year</u>	<u>Maximum balance in bank at any time</u>
After hire but less than 4th anniversary date	.064	16 days (128 hours)	22.5 days (180 hours)
4th anniversary date but less than 9th anniversary date	.084	21 days (168 hours)	30 days (240 hours)
After 9th anniversary	.104	26 days (208 hours)	37.5 days (300 hours)

SECTION 4.

A new employee shall begin to accrue PTO immediately upon hire, however, during his/her first anniversary year, a new employee may only use PTO for Holidays as outlined in Article XXIII.

SECTION 5.

Employees will move to the next higher accrual rate automatically after their fourth (4th) and ninth (9th) anniversary. The higher accrual rate will become effective at the beginning of the pay period during which the date occurs. PTO will be paid at the employee's straight time hourly base rate (excluding any premiums) in effect at the time it is used. PTO will not count as hours worked for the purposes of computing overtime. PTO balances are printed on the employee's pay check. Employees should immediately notify the Payroll Office of any problems or errors. Problems or errors will be corrected retroactively up to 90 days when brought to the attention of the Payroll Office.

SECTION 6.

- A. Employees may use PTO hours they have earned as of the end of the pay period prior to the beginning of the requested time off. Requests for advances on unaccrued PTO will not be allowed. Employees may not request an unpaid absence from work if they have a balance of more than sixteen (16) hours in their PTO bank. Employees should not request time off unless they have enough PTO in their bank to cover the time they requested. If employees do not have enough PTO in their bank to cover the time they requested off, the Hospital reserves the right not to grant or to cancel the time off requested by the employee.
- B. PTO must be taken in increments of one (1) day not to exceed eight (8)

hours per day or eighty (80) hours per pay except as provided below. PTO must be requested and approved in advance on the PTO Request Form. PTO will be scheduled at the convenience of the employee whenever possible, however, it should be recognized that in the interest of patient care the Hospital reserves the right to schedule or re-schedule PTO at any time during the year. The Hospital also reserves the right to limit the number of consecutive days of PTO taken by an employee during the prime vacation period of June, July and August. Special approval must be obtained from Administration at least one (1) month in advance to take PTO in excess of twenty (20) consecutive work days.

- C. Notwithstanding the above, at the sole discretion of the Hospital, whose decision shall not be subject to the grievance procedure, PTO may be approved in one (1) hour increments.
- D. PTO may not be taken in the middle of a shift creating a situation where the employee starts work, leaves work for a period of time and then returns to complete their shift.
- E. When a part time employee takes PTO he will be charged one (1) day PTO for each scheduled work day that he misses. PTO taken at the start of a shift must be requested and approved the day prior to the start of the employee's shift.

SECTION 7. EMERGENCY PAID TIME OFF

Each calendar year employees may use up to five (5) days (40 hours) of their PTO bank as EPTO (emergency PTO) when they are unable to work because of illness or emergency and advance approval has not been granted by their supervisor. When EPTO is used it is deducted from the five (5) day (40 hour) limit, and the time is counted as an absence or tardy in accordance with Article XIX. If an employee requests time off during his shift and receives advance approval (at least two (2) hours before leaving) the time off will be considered to be PTO in accordance with Section 6 above, and will not be counted as an absence in accordance with Article XIX Section 1 (A4). Employees may be requested to provide a physician's statement or other documentation even though they receive pay for the time they are absent.

Sections 6-C and 6-D above also apply to EPTO.

SECTION 8.

When an employee is routinely scheduled in a bi-level/alternate rate status, said employee will receive PTO pay based on the hourly rate that would have been paid had the employee worked on the day in question (i.e., in case of a B/D alternate rate, if an employee was scheduled to work as a level D on a Saturday and the employee took PTO on that Saturday, PTO would be based on the level D rate).

SECTION 9.

If an employee becomes ill or injured immediately before a scheduled period of PTO they may cancel the PTO. However, if an employee becomes ill or is injured during the period of PTO they may not cancel the remainder of the PTO unless they are hospitalized.

SECTION 10.

Any employee using one (1) consecutive week or more of PTO may request that they receive their PTO pay in advance by submitting the proper form to the Payroll Office so it is received at least ten (10) calendar days before the pay day on which the employee wishes to receive the advance PTO pay. An employee may not receive advance PTO pay earlier than one (1) pay day before the start of their PTO.

SECTION 11.

Full Time to Part Time. At the time an employee transfers from full time to part time they will begin to accrue PTO in accordance with the part time rates shown in the chart above, and the employee will be paid off for all PTO in their bank in excess of 100% of the maximum accrual for a calendar year for their part time status.

Part Time to Full Time. At the time an employee transfers from part time to full time they will begin to accrue PTO in accordance with the full time rates in the above chart.

SECTION 12.

Actual time off work must be taken in order to receive compensation for PTO except:

- A. As described in Article XXIII - Holidays.
- B. Termination of Employment with more than one (1) year of service (paid off).
- C. Death (paid to next of kin).
- D. Layoff with more than one (1) year of service (paid off).
- E. Retirement (paid off).
- F. Transfer from Full Time to Part Time (as described above).
- G. Upon start of extended leave of absence of six (6) months or more (paid off). Requests to pay-off PTO at the start of a shorter leave of absence will be considered on an individual basis.
- H. In accordance with the sell back policy.

SECTION 13.

Employees who prefer to sell back PTO earned without taking time off from work may do so as follows:

Twice during each calendar year, the last pay day in May and November, an employee may elect to take cash at the rate specified in the sell back schedule below for up to one-half (1/2) the total PTO in their bank, except that the PTO balance remaining after sell back may not be less than forty (40) hours (5 days).

Sell Back Schedule

50 % of hourly rate times PTO hours sold back.

Example: Hourly rate = \$5.00
PTO bank = 200 hours
Maximum PTO
allowed to
sell back = $200 \times 1/2 = 100$ hours

 $100 \text{ hours} \times \$5.00 \times 50\% = \$250$
Remaining PTO balance = 100 hours

All Federal, State, City and FICA taxes must by law be withheld from PTO sold back.

Employees must initiate a request to sell back PTO by completing the proper form in the Payroll Office on or before May 1 or November 1 each year.

Hours sold back will not accrue more PTO hours.

ARTICLE XXII VACATIONS

SECTION 1.

Employees are entitled to a vacation each calendar year in accordance with the chart below, however, they must use PTO to receive pay for the time they are away from the job. Employees who have earned enough PTO to cover the amount of vacation they are entitled to take each calendar year, may not be granted unpaid vacation. If an employee has not earned enough PTO to take the full vacation entitled, they may take a vacation without pay.

Anniversary Year	Weeks of Vacation
After 1st but less than 4th	2 weeks
After 4th but less than 9th	3 weeks
After 9th	4 weeks

SECTION 2.

A sign up sheet for vacation scheduling will be posted in each department by March 1st each year. Employees must indicate their choice of vacation by March 15th. Seniority will be the determining factor if there is a conflict between employees in a vacation selection group. Vacations requested after the March 15th deadline will be granted on a first come -first serve basis provided there is an opening on the vacation schedule. Employees may be required to work the weekend before or after the requested vacation. The Hospital reserves the right to make other vacation scheduling rules by department

as needed to implement this policy.

SECTION 3.

For purposes of scheduling vacations, the following definitions will apply:

- A. **Departmental Seniority:** When an employee transfers from one (1) department to another department of the Hospital he shall be considered, for departmental seniority purposes, to be a person of least seniority for a period of one (1) year. At the end of one (1) year he will pick up total Hospital seniority and his departmental seniority date will then be the same as his Hospital seniority date.

- B. **Classification Seniority:** When an employee transfers from one classification to another classification he shall be considered, for classification seniority purposes, to be a person of least seniority for a period of one (1) year. At the end of one (1) year he will pick up total Hospital seniority and his classification seniority date will then be the same as his Hospital seniority date.

- C. For vacation scheduling purposes seniority will be determined by using life to date hours.

ARTICLE XXIII HOLIDAYS

SECTION 1.

The Hospital recognizes the following holidays:

- | | |
|-------------------------------|------------------|
| 1) New Years Day | 6) Labor Day |
| 2) Martin Luther King Jr. Day | 7) Thanksgiving |
| 3) Easter Sunday | 8) Christmas Eve |
| 4) Memorial Day | 9) Christmas Day |
| 5) Fourth of July | |

All employees who work on a holiday shall receive wages computed at two (2) times their regular straight time pay for hours worked on that day. Actual hours worked on a holiday will count as time worked for the purpose of computing overtime.

For third shift employees, wages computed at two (2) times their regular straight time pay will only be paid when the majority of the hours worked on a shift fall on the actual calendar holiday.

Employees will be scheduled to work or be off on the above holidays based on employee requests, Hospital needs and departmental policies on holiday scheduling.

SECTION 2.

Full time employees will be automatically charged and paid eight (8) hours PTO (if it is available in their bank) for each holiday whether or not they work on the Holiday unless they notify their supervisor in writing in advance that they do not wish to use PTO on such a day. Part time employees will not be automatically charged and paid PTO time for said holidays but rather must notify their supervisor in writing in advance of their desire to use PTO. Employees may use PTO for a holiday without regard to the one (1) year waiting period provided in Article XXI, Section 4.

SECTION 3.

Employees who are scheduled to work the actual holiday or the observed holiday and fail to work (whether or not they call in to report their absence) and employees who fail to work either the last scheduled day before or the first scheduled day after the actual or observed holiday (whether or not the employee was scheduled to work the holiday) will be given an unexcused absence, will not receive PTO for the day, and will have eight (8) hours PTO deducted from their bank. This rule will only be waived if the employee presents an acceptable physician's statement for his time off. For the purposes of this subsection an employee will be considered to have complied with the requirement that the employee work the last scheduled day before and/or the first scheduled day after an actual or observed holiday if the employee was on bereavement leave, jury duty, summons, or PTO scheduled in advance.

SECTION 4.

The above Holidays will be observed for pay purposes on the date normally accepted by law or prevailing custom. However, if a Holiday falls on a weekend it may be observed for scheduling purposes as follows:

If a Holiday falls on Saturday, it may be observed on the preceding Friday and if it falls on Sunday, it may be observed on the following Monday with the exception of Easter Sunday which shall always be observed on Good Friday. Employees required to work on an observed holiday do not receive overtime pay computed at two (2) times their regular straight time pay for working on an observed holiday but may use PTO on that day in addition to their regular pay for working. The decision as to whether a department or area will use the actual holiday or the observed holiday will be made by all Department Heads based on scheduling needs.

ARTICLE XXIV HEALTH INSURANCE

SECTION 1.

- A. For the life of this Agreement, the Hospital shall continue to pay the premiums to furnish Blue Cross-Blue Shield MVF-1 Health Insurance and Master Medical-Option I (i.e. \$100-\$200 deductibles with 80%-20% co-pay), ML rider, D45NM rider, with an \$8 deductible generic (PDMAC) prescription

drug rider and human organ transplant for regular full time employees with six (6) months or more of service who are enrolled in the Hospital's plan and who are not otherwise covered by another employer paid group health hospitalization plan.

For part time seniority employees with one (1) or more years of service, regularly scheduled to work thirty (30) or more hours per pay period, who are enrolled in the Blue Cross-Blue Shield plan above, and are not otherwise covered by another employer paid group health insurance plan, the Hospital will pay fifty (50) percent of the current Blue Cross-Blue Shield premium. For the purpose of this Article, regularly scheduled hours will be interpreted to mean the average hours worked during the previous quarter as indicated below:

Quarter	Calculations	Adjustment
1. Jan/Feb/Mar	April	May
2. Apr/May/Jun	July	August
3. Jul/Aug/Sep	October	November
4. Oct/Nov/Dec	January	February

Avg Hours Worked	% Paid By Hospital
0 - 29	0%
30 - 79	50%
80	100%

Premium payments for new employees and employees transferring from full time to part time will be based on budgeted scheduled hours.

Thereafter, all hours worked in a quarter will be averaged to determine what percent of premium will be paid by the employee and the Hospital during the next quarter.

Premium payments may change up or down depending on average hours worked in a quarter. Employees will be notified of any changes in premium payments.

Full time employees shall also pay a portion of their effective monthly health insurance rate according to the following chart.

Employee Premium Payment Contribution
(Effective 1/1/95)

1 person	\$10
2 persons	\$20
Family	\$25

This shall apply to both Blue Cross-Blue Shield MVF-1 and the HMO's in paragraph B below. Said payment shall be by payroll deduction, said deduction which is hereby authorized.

- B. Employees may enroll in Health Plus of Michigan, or Blue Care Network health maintenance organizations (HMO's) under the terms and conditions outlined herein. For eligible employees, said option may be exercised on an annual basis subject to applicable enrollment provisions. For those eligible employees choosing the alternate health care option, the Hospital will pay the premiums up to the level of the current Blue Cross Blue Shield premium being paid by the Hospital.

Eligibility for coverage and continuation of coverage shall also be governed by all the provisions of this article, it being understood that contributions for the alternate health care option plan will cease when the employee is receiving coverage under any other health plan.

The Hospital reserves the right to discontinue this option or to substitute similar plans upon notification to the Union.

- C. A deductible for going outside the system is included under the hospital's Blue Cross-Blue Shield insurance plan. Under this provision, hospitalized employees who are covered are required to pay a \$300 deductible. This shall also apply to such things as durable medical equipment and home health care services.

1. An employee shall not be required to pay more than three (3) such deductibles in any one (1) calendar year.
2. This deductible will be waived automatically if you or a member of your family are covered by Blue Cross/Blue Shield and hospitalized at Genesys Regional Medical Center. The deductible will be reimbursed if hospitalization at another hospital is the result of an emergency or if the services required are not available at Genesys Regional Medical Center.

- D. Employee Discounts. Presently a 50% employee discount on various Hospital charges applies to employees with the Hospital's insurance as well as employees with other health insurance coverage. The Hospital does not however, pay more than 50% of the difference the Hospital would have had to pay had the employee been covered by the Hospital's insurance and in no case will the Hospital pay more than 50% of the actual difference. In other words, for eligible employees covered by another health insurance

carrier, the discount is based on the difference between what would have been paid had the employee been covered by the existing Hospital coverage and the actual Hospital charge as opposed to the difference between what was actually paid by the employee's own insurance and the charges, subject to the overall limitation of 50% of the actual difference.

The Hospital does provide, upon request, a television and telephone (for local calls) for full time employees who are hospitalized at St. Joseph Campus.

SECTION 2.

For the life of this Agreement, regular, full time employees who attain age 65 and are covered by the Hospital's Blue Cross-Blue Shield plan may enroll in Medicare Part A, and the Hospital will pay the premium for Blue Cross-Blue Shield 65 coverage and Medicare Part B subject to the provisions contained herein.

SECTION 3.

For an eligible employee who presently is not covered under the Hospital's paid health insurance (including the HMO), to become insured, he must enroll in the plan within thirty (30) days of his employment, sign the disclaimer form provided, and pay the premium until eligible for the Hospital contribution as provided in Section 1 or the employee may become insured during the annual open enrollment period, provided in no case will the Hospital pay the premiums until the employee has six (6) months of service as provided in Section 1, paid his/her own premiums for at least six (6) months, and until the employee has signed a disclaimer for duplicate coverage. Further, at the end of said six (6) month period, the employee may only increase the number of dependents covered by his/her policy if there is a verifiable change in the employee's dependency status. Said disclaimer must also be signed annually before the Hospital is obligated to continue to pay the premiums for said plan. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 4.

If an employee has signed the disclaimer form and does not have the Hospital's group health insurance because they are covered by another employer-paid group health insurance plan and subsequently lose their coverage under that other plan, then said employee will be allowed to complete a new disclaimer form and enroll in the Hospital health insurance plan and said coverage shall become effective at the beginning of the next monthly billing period.

SECTION 5.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of leave of absence for health, maternity and worker's compensation,

said insurance will be continued for a period of six (6) months. In case of all other leaves, said insurance coverage will be continued to the end of the month unless other arrangements are made.

SECTION 6.

For the life of this Agreement, the Hospital will pay the cost of Hospital and Medical Complementary Blue Cross-Blue Shield 65 coverage for those regular full time employees who retire at age 65 or older and are drawing a benefit under the Hospital Pension Plan and who were covered by the Hospital's health insurance prior to their retirement. A full time employee who retires early under the pension plan and continues in the Hospital health insurance group coverage shall, upon attainment of age 65, be subject to this provision. This shall cover those employees who are retired after August 18, 1976 (payment is not retroactive).

SECTION 7.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier, to change carriers or to become self-insured provided substantially equal coverage is obtained. The Hospital will notify the Union sixty (60) days in advance if changing carriers or becoming self insured and upon written request, will meet with the Union to discuss said change. No matter contained in this article shall be subject to the Grievance Procedure.

ARTICLE XXV GROUP INSURANCE

SECTION 1.

For the life of this Agreement, the Hospital shall continue to pay the premiums in effect at the beginning of this Agreement to furnish Group Life, Accidental Death and Dismemberment (A.D. & D), and Sickness and Accident (S & A) Insurance for regular full time employees with one (1) or more years of service as summarized below:

GROUP INSURANCE	AMOUNT
Life	\$10,000
A. D. & D.	\$10,000
S. & A.	See Appendix B

The Hospital will pay the premiums for group term Life and A. D. & D. insurance benefits for regular, part time employees with one (1) or more years of service in the amount of \$6,000, said benefit to be subject to the provisions of this article.

SECTION 2.

An eligible employee shall become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 3.

The insurance coverage listed above shall be discontinued on the day the employee's services are officially terminated. In case of layoff, Group Life and A. D. & D. will be continued to the end of the month. In case of leave of absence for health or maternity, Group Life and A.D. & D will be continued for a period of six (6) months. In case of other leaves, said Life and A. D. & D. coverage will be continued to the end of the month unless other arrangements are made.

SECTION 4.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Hospital will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this article shall be subject to the Grievance Procedure, except the issue of substantially equal coverage.

ARTICLE XXVI DENTAL PLAN

SECTION 1.

For the life of this Agreement, the Hospital shall pay the premiums to furnish Dental Insurance for regular full time employees with one (1) year or more of service who enroll in the Hospital's plan. The benefits of the plan are summarized below:

Basic Dental Service

100%	Preventative, Diagnostic & Emergency Palliative
80%	Radiographs
50%	Balance of Basic Services

Prosthodontic Dental Services - 50%

Orthodontic Dental Services (to age 19) - 50%

Maximum Benefits

Basic & Prosthodontic - \$1,000 per person total per year.
Orthodontic - a lifetime \$750 per person total.

SECTION 2.

The employee shall become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 3.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of leave of absence for health or maternity, said insurance will be continued for a period of six (6) months. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month unless other arrangements are made.

SECTION 4.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Hospital will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this article shall be subject to the Grievance Procedure.

ARTICLE XXVII OPTICAL PLAN

SECTION 1.

The Hospital agrees for the life of this agreement to pay the premiums to furnish an optical plan for regular full time employees with one (1) or more years of service who enroll in the Hospital's plan. The benefits of the plan which are set forth in detail in the plan, are summarized below:

Eye Examination by an ophthalmologist or Vision Testing Examination by an optometrist. However, \$45 is the maximum covered Vision Care expense for an ophthalmological examination and \$35 is the maximum Vision Care expense for an optometric examination.

Lenses and Frames including preparation, fitting, and adjustment, when lenses are prescribed by an ophthalmologist or an optometrist.

A. Lenses

Only 65mm blank lenses of the same material (glass or plastic) and prescription will be covered. The following amounts are the maximum expenses for lenses:

Single Vision (Pair)	\$ 40
Bifocal (Pair)	\$ 55
Trifocal (Pair)	\$ 70
Lenticular (Pair)	\$190

B. Tints

If tints or photochromatic lenses are selected, there is a maximum allowance of \$10 for this service.

C. Contact Lenses

In lieu of lenses and frames, contact lenses may be ordered. However, \$85 is the maximum Covered Vision Care Expense for contact lenses.

D. Frames

Frames adequate to hold lenses which are a Covered Vision Care Expense are covered up to a limit of \$30.

SECTION 2.

The employee shall then become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 3.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of leave of absence for health or maternity, said insurance will be continued for a period of six (6) months. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month unless other arrangements are made.

SECTION 4.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Hospital will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this article shall be subject to the Grievance Procedure.

ARTICLE XXVIII WORKER'S COMPENSATION

Employees absent due to injury or illness found compensable under the Michigan Workers' Compensation law shall be considered to be on a health leave of absence and their benefits and seniority, in addition to those provided by law, shall be governed by the provisions of Article XII (Leaves of Absence) Section 2 and Article XXIV (Health Insurance) Section 4.

ARTICLE XXIX PENSION

SECTION 1.

During the life of this Agreement, regular, full time and part time employees shall continue to be eligible to participate in the Retirement Plan for employees of St. Joseph Campus under the terms and conditions set forth in said plan or as subsequently revised from time to time by the Hospital. No matter contained in this article shall be subject to the Grievance Procedure.

SECTION 2.

For the life of this Agreement subject to existing law the Hospital will allow a payroll deduction for employees to participate in the Tax Sheltered Annuity Program for St. Joseph Campus employees under the terms and conditions set forth in said plan or as subsequently revised from time to time by the Hospital.

SECTION 3.

- A. Effective January 1, 1988, the multiplier was increased from 1.1% to 1.25%.
- B. Effective January 1, 1988, for those employees on the active payroll on January 1, 1988, who were classified as permanent full time employees prior to January 1, 1976, the Hospital recognized up to one (1) additional year of permanent full time service earned prior to January 1, 1976, for purposes of Benefit Service Credit and Vesting Service Credit in the current pension plan.
- C. Effective January 1, 1989, the vesting requirement to guarantee a pension was changed from ten (10) years to five (5) years.
- D. Effective January 1, 1990, the multiplier was increased from 1.25% to 1.35%.
- E. The Hospital will provide the Union President with a copy of all new rules adopted by the Retirement Committee.
- F. The Hospital and the Union's 1993 bargaining team shall during the life of the current agreement, meet to examine the possibility of providing an early retirement window.

ARTICLE XXX PROTECTIVE CLOTHING AND SAFETY

SECTION 1.

Employees shall utilize all protective devices and safety equipment provided by the Hospital and observe all safety rules.

SECTION 2.

The Hospital will provide protective clothing and protective devices of the type and nature it deems necessary.

SECTION 3.

Employees in the bargaining unit may elect one (1) employee and one (1) alternate to serve on the Hospital's Safety and Disaster Preparedness Committee. The alternate may attend meetings of the Committee in the absence of the regular delegate.

SECTION 4.

Employees should report any unsafe practice, condition, or fire hazard to their immediate supervisor. If the matter is not resolved, the employee may file a written complaint with the Safety Committee member from his department, or if there is no Safety Committee member from his department, with any Safety Committee member, and the matter will be referred to the Safety Committee.

ARTICLE XXXI LONGEVITY

SECTION 1.

All regular full time and part time employees who have accumulated 20,800 or more life-to-date (LTD) hours of service during the previous calendar year shall be eligible to receive a longevity bonus in accordance with the following chart, subject to the provisions outlined herein:

LTD HOURS	ANNUAL %
20,800 up to 31,199	2%
31,200 up to 41,599	4%
41,600 and over	6%

SECTION 2.

Said bonus payment shall be based on the employee's base hourly rate (exclusive of any premium) in effect on the last pay period in the payroll calendar year multiplied by the hours paid (up to a maximum of 2080) for the calendar year.

SECTION 3.

LTD hours shall be computed using the same method as used in the non-union plan. The calendar year will be the payroll calendar year as defined in Article XXI (PTO) Section

2. Hours paid will be the covered hours as defined in Article XXI, Section 2.

SECTION 4.

Said bonus payment shall be made in a separate check issued on the second pay of February, following the completion of the calendar year in which the employee attains 20,800 or more LTD hours of service.

SECTION 5.

To be eligible for said bonus payment for a calendar year, the employee must be employed by the Hospital as of December 31st of that calendar year.

SECTION 6.

This Longevity Bonus plan shall be effective beginning with the paid hours commencing with the first pay period of the 1990 calendar year, with the first payment to be made in February of 1991.

ARTICLE XXXII GENERAL

SECTION 1.

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

SECTION 2.

Any section of this Agreement which is ruled inconsistent with present or future state or federal laws or statutes shall become null and void without effect on the remaining sections. Should such a section be declared null and void in final action from whose judgment no appeal has been taken, upon the written request of either party, the parties will meet to negotiate the matter.

SECTION 3.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Hospital and the Union, or any employees and constitutes the entire agreement between the parties. Any amendment or agreement

supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION 4.

The Union and the Hospital recognize the importance of protection of confidential information concerning patients and their families and employees. Any and all information gathered or heard about a patient or employee by the employee during the course of his/her employment shall be construed as confidential. Release of the aforementioned information by an employee to a patient or any unauthorized person shall be regarded as breach of confidence and as grounds for disciplinary action.

SECTION 5.

It is the policy of the Hospital and the Union that the provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, color, national origin, age, marital status or sex.

Any alleged violation of this provision must be supported by written evidence at Step Two of the Grievance Procedure.

SECTION 6.

The Hospital shall continue to pay on alternating Thursdays, with the pay period covering a two week period prior to the Sunday preceding the pay day. If a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier.

SECTION 7.

In cases of contracting or sub-contracting work regularly performed by members of the bargaining unit, which would result in a layoff of a seniority employee, the Hospital will notify the Union in writing. If requested in writing from the Union within two (2) days from receipt of the notice, the Hospital will meet with the Union to discuss the work in question.

In the event a seniority employee is laid off as a result of said sub-contracting, the Hospital will first attempt to place said employee in an available posted opening for which the Hospital feels the employee is qualified. If there is no such opening, the employee may bump a probationary employee in an equal or lower-rated job which the Hospital feels the employee is qualified for. If there is no such position, and the employee is laid off, the eighteen (18) month period provided in Article IX, Length of Service (Seniority), Section 4, Paragraph f, shall be extended to twenty-four (24) months.

SECTION 8.

In recognition of the difficulties imposed upon the Hospital through failure of employees to comply with working schedules, employees shall give prior notice to their supervisor whenever they expect to report late or to absent themselves from work. Failing in this responsibility, all employees must call the designated Hospital representative (whose name shall be posted in appropriate places) at least one (1) hour prior to the start of their shift (unless circumstances do not make it possible in which case they shall call as soon

as circumstances permit and in no event later than the end of their shift) and report their absence or tardiness, the expected duration of said absence or tardiness, and state a reason for the absence or tardiness. Failure to abide by this provision may result in disciplinary action as provided in the Hospital rules. In order to verify the call, the employee should request his absentee record number at the time he/she calls.

SECTION 9.

Non-bargaining unit Hospital employees may perform bargaining unit work providing said effort will not result in the termination or layoff of employment of a seniority bargaining unit employee, except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

SECTION 10.

Employees who work during a period designated as an emergency by the Hospital may be given a free meal.

ARTICLE XXXIII CONSOLIDATION OR MERGER

In the event of purchase, transfer, lease, etc., of the operations covered by this agreement would result in a successor employer, and the successor employer does not agree in said purchase, transfer, lease, etc., to be bound by the terms and conditions of any existing labor agreement between the Hospital and the Union, it is agreed that the Hospital will notify the Union in writing of this fact, and upon request, will bargain with the Union on the effects of such a decision.

ARTICLE XXXIV TERMINATION

SECTION 1.

Expiration Date - This Agreement shall become effective on July 1, 1993, and shall continue in full force and effect up to and including June 30, 1996.

SECTION 2. Notice to Modify, Amend, or Terminate; Automatic Renewal

This agreement shall continue in effect for successive yearly periods after June 30, 1996, unless written notice is given by the Union or the Employer to the other party at least ninety (90) days prior to June 30, 1996, or any anniversary date thereafter, of its desire to modify, amend, or terminate this agreement. This agreement shall remain in full force and being effective during this period of negotiations until notice of termination of this agreement is provided to the other party in the manner set forth in this article. In the event that one of the parties gives the ninety (90) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate by giving the other party at least ten (10) days notice of termination in writing which notice may not be given before the anniversary date set forth in Section 1.

SECTION 3.

Notice shall be sufficient if sent by certified mail addressed, if to the Union, to the Local Union President, at said President's home address and, if to the Employer, to the Hospital President, 302 Kensington Avenue, Flint, Michigan or to any such address as the Union or the Employer may make available to each other.

DATED THIS 1st DAY OF JULY, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

LOCAL 2635 affiliated with
Council 25 Chartered by the
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

BY: George S. Smith
President

BY: Brenda J. Adams
Brenda Adams

BY: J. Douglas Wilson
Vice President of Human Resources

BY: Beverly Carr
Beverly Carr

BY: Richard T. Kelley
Director of Human Resources

BY: Audrey Goodall
Audrey Goodall

**APPENDIX A
CLASSIFICATIONS BY WAGE LEVEL**

LEVEL A	Housekeeper I Laundry Aide	LEVEL F	Cook General Maintenance Trainee
LEVEL B	Cart Packer Dietary Aide Laboratory Aide Porter		Housekeeper II IV Technician Pharmacy Technician Soiled Linen Sorter
LEVEL C	Laboratory Clerk Materials Clerk Patient Care Aide Pharmacy Clerk Radiation Oncology Aide	LEVEL G	Surgical Technician I
		LEVEL H	Material Handler II
		LEVEL H1	Surgical Technician II
LEVEL D	Anesthesia Aide Bundle Room Aide Cashier Central Processing Services Aide Trainee Central Processing Services Clerk Trainee Dark Room Attendant Dietary Assistant Phlebotomist Second Cook Physical Medicine Aide	LEVEL I	Apprentice Journeyman General Maintenance Painter
		LEVEL J	Boiler Operator Hardware Mechanic Head Groundskeeper Maintenance Mechanic
		LEVEL K	Crib Keeper
LEVEL E	Central Processing Services Aide Central Processing Services Clerk Emergency Room Clerk IV Technician Trainee Material Handler I Pharmacy Technician Trainee Physical Medicine Receptionist Aide Surgical Technician Trainee Stock Clerk - Pharmacy Unit Clerk Radiology Clerk Radiation Oncology Clerk	LEVEL L	Electrician w/o License Plumber w/o License Boiler Operator (3rd Class) License
		LEVEL N	Electrician Head Carpenter Head Maintenance Mechanic Head Painter Plumber Refrigeration Mechanic
		LEVEL Q	Head Electrician Head Plumber Head Refrigeration Mechanic

Appendix A-1

MINIMUM WAGE RATES EFFECTIVE 6-27-93

Level	Start	6 Mos.	1 Yr.	1/2 Step	2 Yrs.	1/2 Step	3 Yrs.	1/2 Step	4 Yrs.	1/2 Step	5 Yrs.	1/2 Step	6 Yrs.	1/2 Step	7 Yrs.
A	6.836	7.092	7.348	7.457	7.717	7.963	8.216	8.468	8.720	8.843	9.007	9.131	9.299	9.344	9.479
B	7.068	7.323	7.588	7.698	7.966	8.217	8.477	8.736	8.998	9.123	9.288	9.416	9.586	9.632	9.773
C	7.299	7.566	7.840	7.953	8.219	8.480	8.744	9.008	9.271	9.397	9.564	9.696	9.864	9.910	10.053
D	7.624	7.879	8.133	8.245	8.512	8.785	9.054	9.325	9.594	9.720	9.899	10.022	10.196	10.245	10.391
E	7.913	8.169	8.426	8.564	8.876	9.158	9.454	9.751	10.050	10.198	10.397	10.546	10.746	10.798	10.954
F	8.262	8.517	8.772	8.911	9.221	9.514	9.817	10.119	10.422	10.568	10.764	10.915	11.114	11.172	11.332
G	8.598	8.852	9.106	9.240	9.559	9.862	10.173	10.483	10.795	10.947	11.150	11.301	11.504	11.560	11.726
H	8.911	9.164	9.422	9.559	9.877	10.193	10.511	10.828	11.145	11.299	11.502	11.653	11.858	11.914	12.086
H1	9.052	9.264	9.476	9.688	9.900	10.261	10.575	10.886	11.198	11.377	11.555	11.734	11.934	12.090	12.228
I	9.246	9.500	9.757	9.913	10.282	10.605	10.950	11.295	11.639	11.814	12.050	12.223	12.456	12.520	12.699
J	9.559	9.813	10.073	10.230	10.600	10.931	11.285	11.636	11.988	12.165	12.400	12.573	12.813	12.873	13.058
K	9.906	10.161	10.411	10.561	10.941	11.281	11.643	12.002	12.361	12.540	12.776	12.950	13.229	13.253	13.436
L	10.253	10.509	10.759	10.943	11.356	11.711	12.096	12.481	12.864	13.062	13.324	13.522	13.785	13.851	14.050
M	10.590	10.845	11.102	11.285	11.699	12.065	12.455	12.846	13.237	13.438	13.698	13.900	14.167	14.233	14.438
N	11.181	11.436	11.690	11.872	12.290	12.678	13.081	13.485	13.890	14.088	14.376	14.550	14.821	14.890	15.107
O	11.749	12.003	12.254	12.446	12.888	13.277	13.693	14.109	14.523	14.769	14.942	15.257	15.538	15.616	15.839
P	12.328	12.582	12.834	13.025	13.467	13.870	14.293	14.715	15.139	15.384	15.661	15.871	16.152	16.309	16.454
Q	12.869	13.137	13.399	13.597	14.040	14.481	14.922	15.364	15.806	16.061	16.351	16.570	16.863	17.028	17.179

Appendix A-2

MINIMUM WAGE RATES EFFECTIVE 7-10-94

Level	Start	6 Mos.	1 Yr.	1/2 Step	2 Yrs.	1/2 Step	3 Yrs.	1/2 Step	4 Yrs.	1/2 Step	5 Yrs.	1/2 Step	6 Yrs.	1/2 Step	7 Yrs.
A	7.041	7.305	7.568	7.681	7.949	8.202	8.462	8.722	8.982	9.108	9.277	9.405	9.578	9.624	9.763
B	7.280	7.543	7.816	7.929	8.205	8.464	8.731	8.998	9.268	9.397	9.567	9.698	9.874	9.921	10.066
C	7.518	7.793	8.075	8.192	8.466	8.734	9.006	9.278	9.549	9.679	9.851	9.987	10.160	10.207	10.355
D	7.853	8.115	8.377	8.492	8.767	9.049	9.326	9.605	9.882	10.012	10.196	10.323	10.502	10.552	10.703
E	8.150	8.414	8.679	8.821	9.142	9.433	9.738	10.044	10.352	10.504	10.709	10.862	11.068	11.122	11.283
F	8.510	8.773	9.035	9.178	9.498	9.799	10.112	10.423	10.735	10.885	11.087	11.242	11.447	11.507	11.672
G	8.856	9.118	9.379	9.517	9.846	10.158	10.478	10.797	11.119	11.275	11.485	11.640	11.849	11.907	12.078
H	9.178	9.439	9.705	9.846	10.173	10.499	10.826	11.153	11.479	11.638	11.847	12.003	12.214	12.271	12.449
H1	9.324	9.542	9.760	9.979	10.197	10.569	10.892	11.213	11.534	11.718	11.902	12.086	12.292	12.453	12.595
I	9.523	9.785	10.050	10.210	10.590	10.923	11.279	11.634	11.988	12.168	12.412	12.590	12.830	12.896	13.080
J	9.846	10.107	10.375	10.537	10.918	11.259	11.624	11.985	12.348	12.530	12.772	12.950	13.197	13.259	13.450
K	10.203	10.466	10.723	10.878	11.269	11.619	11.992	12.362	12.732	12.916	13.159	13.339	13.626	13.651	13.839
L	10.561	10.824	11.082	11.271	11.697	12.062	12.459	12.855	13.250	13.454	13.724	13.928	14.199	14.267	14.472
M	10.908	11.170	11.435	11.624	12.050	12.427	12.829	13.231	13.634	13.841	14.109	14.317	14.592	14.660	14.871
N	11.516	11.779	12.041	12.228	12.659	13.058	13.473	13.890	14.307	14.511	14.807	14.987	15.266	15.337	15.560
O	12.101	12.363	12.622	12.819	13.275	13.675	14.104	14.532	14.959	15.212	15.390	15.715	16.004	16.084	16.314
P	12.698	12.959	13.219	13.416	13.871	14.286	14.722	15.156	15.593	15.846	16.131	16.347	16.637	16.798	16.948
Q	13.255	13.531	13.801	14.005	14.461	14.915	15.370	15.825	16.280	16.543	16.842	17.067	17.369	17.539	17.694

Appendix A-3

MINIMUM WAGE RATES EFFECTIVE 7-9-95

Level	Start	6 Mos.	1 Yr.	1/2 Step	2 Yrs.	1/2 Step	3 Yrs.	1/2 Step	4 Yrs.	1/2 Step	5 Yrs.	1/2 Step	6 Yrs.	1/2 Step	7 Yrs.
A	7.182	7.451	7.719	7.835	8.108	8.366	8.631	8.896	9.162	9.290	9.463	9.593	9.770	9.816	9.958
B	7.426	7.694	7.972	8.088	8.369	8.633	8.906	9.178	9.453	9.585	9.758	9.892	10.071	10.119	10.267
C	7.668	7.949	8.237	8.356	8.635	8.909	9.186	9.464	9.740	9.873	10.048	10.187	10.363	10.411	10.562
D	8.010	8.277	8.545	8.662	8.942	9.230	9.513	9.797	10.080	10.212	10.400	10.529	10.712	10.763	10.917
E	8.313	8.582	8.853	8.997	9.325	9.622	9.933	10.245	10.559	10.714	10.923	11.079	11.289	11.344	11.509
F	8.680	8.948	9.216	9.362	9.688	9.995	10.314	10.631	10.950	11.103	11.309	11.467	11.676	11.737	11.905
G	9.033	9.300	9.567	9.707	10.043	10.361	10.688	11.013	11.341	11.501	11.715	11.873	12.086	12.145	12.320
H	9.362	9.628	9.899	10.043	10.376	10.709	11.043	11.376	11.709	11.871	12.084	12.243	12.458	12.516	12.698
H1	9.510	9.733	9.955	10.179	10.401	10.780	11.110	11.437	11.765	11.952	12.140	12.328	12.538	12.702	12.847
I	9.713	9.981	10.251	10.414	10.802	11.141	11.505	11.867	12.228	12.411	12.660	12.842	13.087	13.154	13.342
J	10.043	10.309	10.583	10.748	11.136	11.484	11.856	12.225	12.595	12.781	13.027	13.209	13.461	13.524	13.719
K	10.407	10.675	10.937	11.096	11.494	11.851	12.232	12.609	12.987	13.174	13.422	13.606	13.899	13.924	14.116
L	10.772	11.040	11.304	11.496	11.931	12.303	12.708	13.112	13.515	13.723	13.998	14.207	14.483	14.552	14.761
M	11.126	11.393	11.664	11.856	12.291	12.676	13.086	13.496	13.907	14.118	14.391	14.603	14.884	14.953	15.168
N	11.746	12.015	12.282	12.473	12.912	13.319	13.742	14.168	14.593	14.801	15.103	15.287	15.571	15.644	15.871
O	12.343	12.610	12.874	13.075	13.541	13.949	14.386	14.823	15.258	15.516	15.698	16.029	16.324	16.406	16.640
P	12.952	13.218	13.483	13.684	14.148	14.572	15.016	15.459	15.905	16.163	16.454	16.674	16.970	17.134	17.287
Q	13.520	13.802	14.077	14.285	14.750	15.213	15.677	16.142	16.606	16.874	17.179	17.408	17.716	17.890	18.048

**APPENDIX B
SICKNESS AND ACCIDENT INSURANCE BENEFIT CHART**

	BENEFIT LEVEL A*	BENEFIT LEVEL B**
A	175	187
B	181	193
C	186	197
D	193	202
E	201	214
F	209	222
G	214	230
H	222	237
I	229	246
J	233	254
K	242	262
L	253	271
M	258	280
N	274	295
O	288	310
P	300	322
Q	312	330

***Benefit Level A is the weekly benefit for those employees below the maximum pay rate in their classification.**

****Benefit Level B is the weekly benefit for those employees at the maximum pay rate in their classification.**

Once an employee begins drawing a weekly benefit, there will be no change in the benefit level for the duration of that claim.

Notwithstanding anything in the policy to the contrary, it is agreed that no employee shall be eligible to receive more than thirty-nine (39) weeks of benefits involving two (2) or more claims in any consecutive twenty-four (24) month period unless mutually agreed in writing between the Hospital and the Union.

LETTER OF UNDERSTANDING A

WAGE DISCREPANCIES
(retyped 1993)

This letter will serve to confirm our understanding that any discrepancies found in Appendices A-1, A-2, and A-3 will be corrected in accordance with Article XX, Wages, as the parties original intent regarding wages is stated in Article XX.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

Richard T. Crely

Richard T. Crely
Director of Human Resources

J. Douglas McInnes

J. Douglas McInnes
Vice President of Human Resources

Accepted by:

Brenda J. Adams
Beverly J. Carr

LETTER OF UNDERSTANDING B

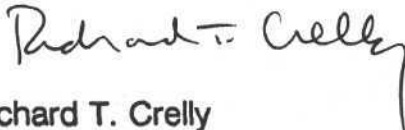
RED-CIRCLED RATES
(retyped 1993)

This will serve to confirm our understanding relative to red circled rates for various employees.

It is understood that the employees listed below will continue to be paid at the pay level indicated as long as they remain in their current jobs:

Employee	Classification	Red Circle Level
Mike Birdsley	Soiled Linen Sorter	G
Joyce Edwards	Surgical Technician II	H-1
Brenda Glenn	Laboratory Aide	C
Elaine Neisch	Laboratory Aide	C

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

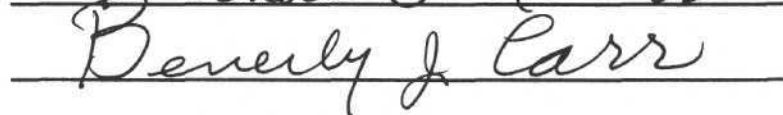


Richard T. Crelly
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted by:



LETTER OF UNDERSTANDING C
UNION BUSINESS/BRENDA ADAMS

During the life of this agreement, the Hospital will allow Ms. Adams, while she is local Union President, to be released from her duties with pay on Wednesdays and Fridays to attend to activities of the Local Union and/or scheduled union business at the Hospital. She shall also be scheduled Monday through Friday. The release time is granted with the understanding that Ms. Adams will not request or be granted additional time other than provided under Article XII, Section 6(c) and that she will not engage in any organizing activities of any kind, including organizing any of the Hospital's unrepresented employees or unrepresented employees of Genesys Health System, Inc., during such release time. Furthermore, Ms. Adams will not enter Hospital premises during Friday except to attend such things as third step grievance, special conference, arbitration and pre-arbitration meetings with Hospital Representatives. Said time will be counted as time worked for purposes of overtime and will be used for computing seniority hours, PTO covered hours, and will be considered as an hour of service under the Pension Plan.

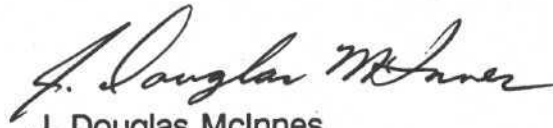
On Wednesdays, Ms. Adams will remain at the Hospital and will be available to attend such things as third step grievance, special conference, arbitration and pre-arbitration meetings. It is understood that in so doing, it is the parties intent to confine such types of meetings to Wednesdays.

It is further understood that union business and grievance activity will not be conducted by Ms. Adams during working hours outside of the time allocated above without specific prior approval of the Vice President of Human Resources or his designees. A proper accounting of the time will be given. It is also agreed that the Union will notify its members that the Union President is available to be contacted at the union office on Fridays, and members are not expected to contact the Union President during her normal work hours at the Hospital.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

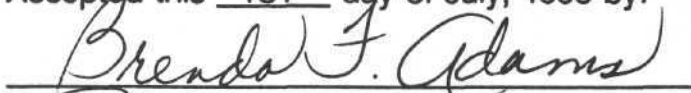


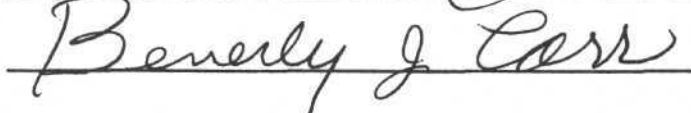
Richard T. Creilly
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted this 1ST day of July, 1993 by:





LETTER OF UNDERSTANDING D
RATIO OF SURGICAL TECHS TO RN'S

While it is recognized that the Hospital intends to train operating room RN's in all phases of operating room procedures (including scrubbing and assisting), the Hospital will not eliminate the surgical technician position nor will the Hospital discontinue the practice of also having surgical technicians assist or work on the heart team, and thereby receive the appropriate bonuses. Further, for the life of this agreement or until St. Joseph Hospital is physically consolidated with other hospitals (i.e. common supervision, consolidation of duties, interchange of employees, etc.) the Hospital will maintain at least a 40-60 ratio between surgical technicians and operating room RN's.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

Richard T. Creely

Richard T. Creely
Director of Human Resources

J. Douglas McInnes

J. Douglas McInnes
Vice President of Human Resources

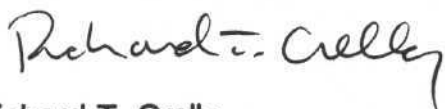
Accepted this 1st day of July, 1993 by:

Brenda J. Adams
Beverly J. Carr

LETTER OF UNDERSTANDING E
INDEMNIFICATION
(retyped 1993)

This letter is to confirm that, in regard to Article XXIV, Section 1, paragraph C., the Hospital agrees to indemnify and save the Union harmless from any and all liability that may arise in consequence of application of this Section. Such indemnity shall include, but not be limited to, reimbursing any employee for any deductible paid in error or reimbursement of any fees, etc., that could be ordered to be paid to employees, and including court costs and attorney fees.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS




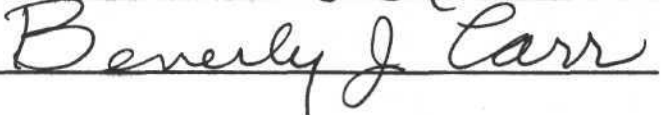
Richard T. Creilly
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted by:





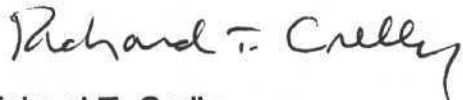
LETTER OF UNDERSTANDING F

EXTENSION AGREEMENT / WAREHOUSE CONSOLIDATION
(retyped 1993)

The following shall serve to confirm our understanding arrived at during the 1990-93 negotiations relative to incorporating the 1989 Extension Agreement regarding the warehouse consolidation and the relevant portions of the Memorandum of Understanding which implemented and/or clarified said Extension Agreement.

The Extension Agreement regarding the warehouse consolidation dated July 6, 1989, together with the second paragraph of Paragraph 2, Paragraph 3, Paragraph 4, Paragraph 5 - Parts (a) through (e), and Paragraph 11 are incorporated herein by reference.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS




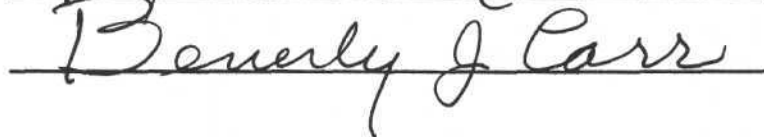
Richard T. Creilly
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted by:





LETTER OF UNDERSTANDING G

PATIENT FOCUSED CARE

Whereas Genesys Regional Medical Center is in the process of designing a new Hospital which is scheduled to be opened in the spring of 1997;

Whereas the new Hospital will be designed around the concept of Patient Focused Care;

Whereas Patient Focused Care represents a dramatic technological change in the method of delivering services to patients;

Whereas Patient Focused Care will lead to the consolidation of existing duties, jobs and/or classifications into three (3) broad based categories which may have multiple skill levels within each category;

Whereas the parties recognize that the conversion to Patient Focused Care must take place well in advance of moving into the new Hospital;

Whereas the parties desire to work cooperatively to bring about an orderly efficient transition to Patient Focused Care;

Whereas the parties have also negotiated to work out the basic framework within which the Patient Focused Care transition shall take place;

It is now therefore agreed as follows:

- A. Prior to starting the Patient Focused Care prototype(s) (which are tentatively expected to begin in the fall of 1993), the Hospital will hold a special conference(s) with the Union's 1993 bargaining team to communicate how bargaining unit employees will be affected including such things as:
1. information about the Patient Focused Care prototype process
 2. the unit(s) and employees affected
 3. how employees will be selected and trained
 4. what duties will be performed by union employees

It is understood that employees currently in an area or unit which is chosen for a prototype will be considered along with volunteers from all other areas in the Hospital. If an employee is currently in an area or unit which is chosen for a prototype and the employee is not selected for the prototype program, the employee will be transferred to a different area or unit but allowed to remain on his/her current shift in their classification. The decision as to the number of prototypes, the duties of a prototype, who is selected for a prototype, and whether the employee remains in the program during the entire prototype shall rest with the Hospital. Representatives of the Union and the Hospital will meet with employees selected for a prototype team prior to the start of the project.

- B. During a prototype wage rates will be unchanged for the employees involved in the prototype.
- C. At the completion of a prototype, the Hospital will determine whether to continue the program pending implementation of Patient Focused Care or return the employees to their former classification and status.
- D. Following the conclusion of the Patient Focused Care prototype(s), and prior to implementing the Patient Focused Care model in other areas of the Hospital that affect union employees, the hospital will meet with the Union's 1993 bargaining team to work out the details of such program and to discuss any problems which arose during the prototype. It is understood that the provisions of Article XVI, New or Changed Jobs, shall be applicable to any disagreement over rates of pay.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

Richard T. Creilly

Richard T. Creilly
Director of Human Resources

J. Douglas McInnes

J. Douglas McInnes
Vice President of Human Resources

Accepted this 1st day of July, 1993 by:

Brenda J. Adams

Doreen J. Carr

LETTER OF UNDERSTANDING H

SPECIAL EMPLOYEE BUYOUT

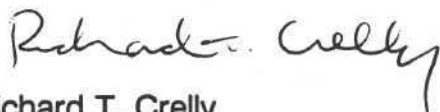
A one time only special employee cash buyout shall be available for eligible employees in accordance with the following provisions:

1. To be eligible, an employee must have a minimum of 31,200 life-to-date hours as of June 26, 1993.
2. The employee must file a written notice electing the buyout between July 1, 1993 and July 31, 1993 and the employee must sign an appropriate release prepared by the Hospital.
3. The employee's termination shall become effective on or before September 1, 1993.
4. The amount of the lump sum buyout (minus applicable state and federal withholding) shall be determined as follows:

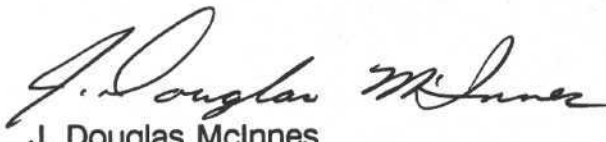
<u>LTD HOURS</u>	<u>AMOUNT OF BUYOUT</u>
31,200 to 41,599	\$5,000
41,600 to 52,000	\$7,500
over 52,000 hours	\$10,000

5. Pension benefits are not affected by accepting the buyout.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS




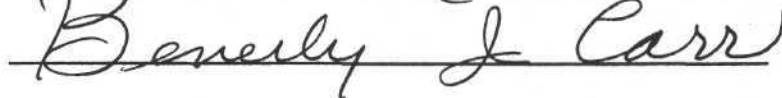
Richard T. Creilly
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted this 1st day of July, 1993 by:





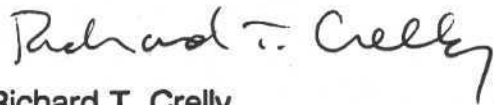
LETTER OF UNDERSTANDING I

PATIENT CARE AIDES AND UNIT CLERKS

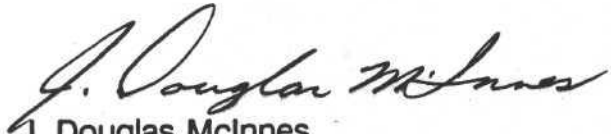
The following shall confirm our understanding arrived at during the 1993-96 negotiations to combine Nurse Aides and Orderlies into one classification called "Patient Care Aide". A new job description will be prepared and reviewed with the Union.

It is also understood and agreed to change the title of Ward Clerk to Unit Clerk.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS

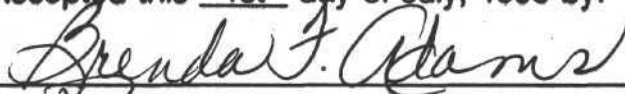


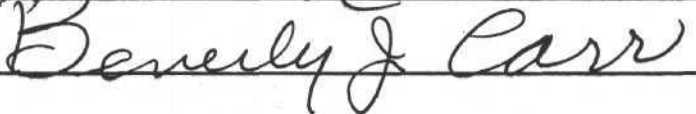
Richard T. Creely
Director of Human Resources



J. Douglas McInnes
Vice President of Human Resources

Accepted this 1st day of July, 1993 by:





LETTER OF UNDERSTANDING J

SEVERANCE/SEPARATION PAY

Regular full-time and part-time employees hired prior to July 1, 1993 shall be eligible for severance/separation pay under the terms and conditions outlined herein:


- A: An eligible employee shall qualify for severance/separation pay only if the employee terminated his/her employment for one of the following reasons:
1. The employee's job is eliminated or the employee is laid off as a direct result of and at the time Patient Focused Care is implemented and there is no opening for the employee elsewhere in the bargaining unit for which the employee qualifies pursuant to the contract.
 2. The employee's job is eliminated or the employee is laid off as a direct result of the consolidation of the four hospitals, either at the time the four (4) hospitals are physically consolidated and/or at the time the new hospital is occupied and there is no opening for the employee elsewhere in the bargaining unit for which the employee qualifies pursuant to the contract.
- B: It is understood that an employee who is laid off shall have the option of maintaining their seniority under the provision of Article IX, Section 4, or the employee may opt to accept severance pay. If the employee desires to accept severance pay, thereby terminating employment and relinquishing all seniority rights, the employee must notify the Hospital in writing of such election prior to the date of the layoff. It is further understood that severance pay shall be considered to be in lieu of notice.
- C: Payment of severance pay to an employee is contingent upon an employee executing an appropriate release prepared by the Hospital. In accepting severance pay an employee terminates his/her employment and forfeits all recall rights under applicable layoff provisions.
- D: Employees will be paid all earned and unused PTO at the time of termination. Medical, dental and life insurance in effect at the time of layoff shall be continued while the employee receives severance pay.
- E: The maximum severance pay shall be 25 weeks of pay. An employee's LTD hours shall be determined as of the last pay period in the previous calendar year.

The employee's base weekly straight time pay is defined as forty (40) hours times the employee's base straight time hourly rate (exclusive of any premiums) in effect on the employee's last day worked. Severance pay shall be paid on a bi-weekly basis.

F: The amount of severance payable to the terminated employee will be the continuation of the employee's regular, base weekly straight time pay (exclusive of any premiums) in accordance with the schedule below:

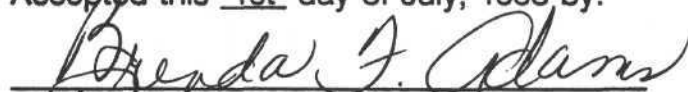
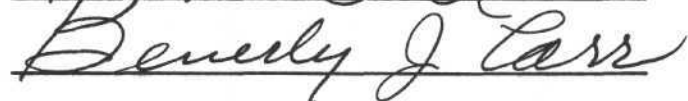
<u>Employee's LTD Hours</u>	<u>Length of Severance Pay</u>
2,080 to 4,159	1
4,160 to 6,239	2
6,240 to 8,319	3
8,320 to 10,399	4
10,400 to 12,479	5
12,480 to 14,559	6
14,560 to 16,639	7
16,640 to 18,719	8
18,720 to 20,799	9
20,800 to 22,879	10
22,880 to 24,959	11
24,960 to 27,039	12
27,040 to 29,119	13
29,120 to 31,199	14
31,200 to 33,279	15
33,280 to 35,359	16
35,360 to 37,439	17
37,440 to 39,519	18
39,520 to 41,599	19
41,600 to 43,679	20
43,680 to 45,759	21
45,760 to 47,839	22
47,840 to 49,919	23
49,920 to 51,999	24
52,000 and over	25

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS


Richard T. Crely
Director of Human Resources


J. Douglas McInnes
Vice President of Human Resources

Accepted this 1st day of July, 1993 by:

LETTER OF UNDERSTANDING K

DIETARY PROMOTIONS
(retyped 1993)

In the Dietary Department, permanent job vacancies which are to be filled by the Hospital in the classification of Cashier, Second Cook, and Dietary Assistant shall be posted on the Dietary bulletin board for three (3) work days. All employees in the classification holding non-routine, routine, and dual classifications and all other employees in the classification may apply. The position will be filled by the most senior, eligible bidder, provided the hospital reserves the right to disqualify any employee based on their work record with the hospital or the employee's lack of ability to perform the work.

Dietary Aide vacancies, which are to be filled by the Hospital, will be given to the most senior bidder in the Dietary Department.

In the event no other eligible employees apply for a position in accordance with this article, the position shall be filled in any manner determined by the Hospital.

GENESYS REGIONAL MEDICAL CENTER
ST. JOSEPH CAMPUS


Richard T. Creely
Director of Human Resources


J. Douglas McInnes
Vice President of Human Resources

Accepted by:

