

6/28/85

J. H. H.

AGREEMENT
 between
 COMMUNITY HOSPITAL SERVICES
 and
 TEAMSTERS LOCAL UNION NO. 486
 affiliated with
 THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

June 29, 1982 - June 28, 1985

Michigan State University
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 RELATIONS LIBRARY

COMMUNITY HOSPITAL SERVICES
 Saginaw, Michigan

Community Hospital Services

June 29, 1982

June 28, 1985

I N T R O D U C T I O N

THIS AGREEMENT, made and entered into, by and between
COMMUNITY HOSPITAL SERVICES
located at 1321 Cumberland, Saginaw, Michigan, party of the
first part, and hereinafter termed the Employer, and _____
TEAMSTERS LOCAL UNION NO. 486
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at
Saginaw, Michigan, party of the second part, hereinafter called
the Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

ARTICLE 1

RECOGNITION: UNION SHOP AND DUES

Section 1. RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

(b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except on a temporary basis until bargaining unit employees are available.

Section 2. UNION SHOP: All present employees who are members of the Local Union on the effective date of this section shall remain members of the Local Union in good standing as a condition

of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective or execution date of this section, whichever is the later, shall become and remain members in good standing of the Local Union as a condition of employment.

Section 3. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made, upon written authorization by the employee in form required by law.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising under the provisions of this article which are caused by errors or omissions on the part of the Union.

ARTICLE 2

SCHEDULE "A"

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions, and other details of

employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer retains the right to manage and operate its plant and business, to maintain order and efficiency in its operation, to ~~hire, lay off, assign, transfer, and promote employees, to exercise control of all its properties and equipment,~~ to install, modify or change methods of operation, work schedules, ~~and equipment, and to discipline and discharge employees for cause,~~ all of which shall not be in conflict with this agreement, and shall be subject to the seniority rights, grievance procedure and other express provisions of this agreement. The foregoing rights are by way of illustration only, and in general, all rights and privileges belonging to the Employer which are not restricted or abridged by this agreement, are reserved to the Employer. ~~The exercise of the foregoing management rights shall not be discriminatory and the Employer shall recognize the rights of its employees.~~

ARTICLE 4

TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the time the seller, transferee, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE 5

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned

to the collective bargaining unit will be subcontracted, leased or conveyed in whole or in part to any other plant, person, or non-unit employees; provided, however, that the Employer shall have the right, when necessary to engage the services of outside contractors to perform maintenance work on the Employer's equipment and machinery when such work is beyond the capacity of the Employer's existing maintenance personnel. The Employer may subcontract work when all of his regular employees are working, provided that this right shall not be used as a subterfuge to violate the provisions of this Agreement. Alleged violations of this provision shall be submitted to the grievance procedure.

ARTICLE 6

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 7

SENIORITY

Section 1. ADDITIONAL HELP: When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 2. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty calendar day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty calendar days, the employee shall be placed on the regular seniority list.

Section 3. SENIORITY LIST: The Employer shall post a list of the employees, arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment. The seniority date of each employee shall be determined by the day, month and year he was last hired by the Employer.

In the case of two or more employees hired on the same day, or in any other case where two or more employees would otherwise be at the same level, seniority will be determined first by the time pay commences and second where such times are the same, then by the lowest last number of each such employee's social security number (9-high; 0-low). The numbers lowest being placed on the seniority list first. Where the last social security numbers are the same, it shall be determined by the second last social security number and continuing numbers in that order. By the date of hire for the purpose of determining seniority, it is meant the day the employee actually begins to work following the time it is agreed that he will go to work.

Section 4. LAY-OFF - RECALL: (a) Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

(b) In the event of a lay-off, an employee so laid off shall be given seven days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3) days after delivery thereof and actually report to work in seven (7) days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 5. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure. The Employer shall not be held financially responsible for any claim arising over any error in the seniority list which occurred prior to written notice, provided the list has been posted for five (5) working days.

Section 6. LOSS OF SENIORITY: Seniority shall be broken only by discharge, voluntary quit, layoff for a period of more than one (1) year, failure to respond to a recall notice under Section 4 (b) aforesaid, and absence for three (3) consecutive working days without notifying the Employer.

Section 7. NON-UNIT WORK: The Local Union and the Employer shall agree on circumstances under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

Section 8. SENIORITY UPON PROMOTION: An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority the employee had at the time of such promotion or transfer, and such seniority shall be frozen and retained without further accumulation.

ARTICLE 8

DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 9 hereof.

Section 2. DISCIPLINE FOR UNEXCUSED ABSENCES OR TARDINESS: Discipline for unexcused absences or tardiness (with tardiness being defined for purposes of this Agreement as including both reporting late for work at the beginning of a shift and leaving work prior to the end of a shift) shall be governed exclusively by the following provisions:

First Offense - Upon accumulating a fourth (4th) unexcused occurrence of a separate, particular offense (absence or tardiness), an employee with a heretofore clear record shall be issued a first (1st) written warning.

Second Offense - Upon accumulating four (4) further unexcused occurrences of the same offense (but before the record is rolled back as set forth below), the employee shall be served with a second written warning.

Third Offense - Thereafter, upon accumulation of four (4) further occurrences (but before the record is rolled back as set forth below), a three (3) day disciplinary layoff shall be imposed.

Fourth Offense - Similarly, upon accumulation of three (3) more occurrences (but before the record is rolled back as set forth below), a five (5) day disciplinary layoff shall be imposed.

Final Offense - Any employee who accumulates three (3) more unexcused occurrences (but before the record is rolled back as set forth below), shall be discharged.

Nine Month Roll Back - For purposes of the increasingly severe disciplinary steps set forth above, any of the offenses described above will only be counted for a period of nine (9) months after the disciplinary action for such an offense was given; for example, if an employee accumulates his fourth (4th) unexcused absence on May 1, 1976, and is given a written warning on that date, and that same employee then accumulates sufficient additional unexcused absences so that on January 1, 1977, the employee receives a five (5) day disciplinary layoff for a "fourth (4th offense)", that employee would be discharged if he accumulated three (3) more unexcused absences prior to February 1, 1977. However, on February 2, 1977, the first (1st) offense with discipline dated May 1, 1976, would no longer be counted, and if the employee accumulated the said three (3) additional unexcused absences after this date (but before any other offenses were rolled back, or no longer counted), the employee would receive another five (5) day disciplinary layoff, rather than being discharged.

Section 3. DISCIPLINE FOR UNEXCUSED ABSENCES OR TARDINESS - LEAVING EARLY AND RETURNING: Discipline for unexcused "left early and return" (meaning an employee who leaves work after reporting for work but who returns to work prior to the end of that shift) shall follow a separate discipline progression from that set forth in Section 2, which shall be as follows:

Upon accumulating a fourth (4th) occurrence in a nine (9) month period, an employee shall be issued a written warning. Upon accumulating a fifth (5th) occurrence in a nine (9) month period the employee shall receive a balance of shift disciplinary suspension. Upon accumulating a sixth (6th) occurrence in a nine (9) month period an employee shall receive a one (1) day disciplinary layoff. Upon accumulating a seventh (7th) occurrence in a nine (9) month period the employee shall receive a three (3) day disciplinary layoff. The eighth (8th) occurrence and each later occurrence in a nine (9) month period will produce a five (5) day disciplinary layoff.

The same nine (9) month rollback procedure will apply as is set forth in the above Section 2.

Section 4. UNION ACTIVITIES: Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 5. OBLIGATION IN BUSINESS: The Employer shall not require, as a condition of continued employment, that an employee purchase truck tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 9

ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement, including the meaning, application or violation of any of the provisions of this Agreement, shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walkouts, or any other cessation of work or the use of any method of lock-out or legal proceedings, except as specifically agreed to in other superseding sections of this Agreement.

Every effort shall be made to adjust all controversies and disagreements between the Employer and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement or arbitration as hereinafter provided.

Section 2. (a) Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. An employee grievance shall first be taken up by conference between the aggrieved employee, the shop steward, or both, and the foreman of his or her department.

Step 1-A. Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the Union.

Step 2. All grievances shall be the subject of conference between an official or officials of the Union and the manager, or representative of the Employer delegated by the manager, or both.

Step 3. (a) In the event the last step fails to settle the complaint, it shall be referred to arbitration upon the request of either the Union or the Employer. The Secretary-Treasurer and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

(b) The Union and Employer likewise shall have available to it the grievance procedure, commencing at Step 2.

(c) The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within ten (10) days, the moving party may request the Federal Mediation & Conciliation Service or the Michigan Employment Relations Commission to appoint an arbitrator who shall have authority to hear and decide the case.

(d) In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitrator shall be shared equally by the Employer and Union. The decision of the arbitrator shall be rendered without undue delay, and all settlements made in the grievance procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

(e) The arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. In the event that it is determined that ~~such grievance,~~ dispute or complaint is not arbitrable, the Union shall have the right to strike in support of its position on the matters.

(f) Written grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after the aggrieved has knowledge of the occurrence complained of. Neither party shall change the

status quo, as it existed prior to the occurrence of the event giving rise to the grievance, dispute or complaint while the matter is being processed through the grievance and arbitration machinery established by this article.

Section 3. Any agreement reached between the Employer and the Union is binding upon all workers affected.

Section 4. All settlements of any grievance or any agreement reached between the Union and the Employer shall be reduced to writing in duplicate and signed by the Union and the Employer.

Section 5. The parties agree that the arbitrator's decision shall be final and binding upon both parties.

ARTICLE 10

NO STRIKES, NO LOCKOUTS

Section 1. It is mutually agreed that during the term of this Agreement, there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lock-out or legal proceedings.

Section 2. Should either party not accept or abide by the procedure set forth in the grievance and arbitration article, Article 9, or the decisions resulting therefrom, then in such instance, any provisions of this Agreement notwithstanding, the party not accepting or abiding by the procedure shall be denied the benefits of this article.

ARTICLE 11

LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union, shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the expressed approval of the Executive Board of the Union through its Secretary-Treasurer. The Union shall not be liable for any such activities unless expressly so authorized.

Section 2. Any individual employee or group of employees, who wilfully violate or disregard the arbitration and grievance procedure set forth in Article 9 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the employer shall have the sole and complete right of reasonable discipline including discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 12

STEWARDS

The Employer recognizes the right of the Union to designate a job steward and alternates from the Employer's seniority list. The authority of job steward and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Job steward and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a job steward and his alternates, and shall not hold the Union liable for any unauthorized acts. The employer in so recognizing such

limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

Stewards shall be granted super-seniority for all purposes including lay-off and rehire (except job preference) if such is requested by the Union. However, only one steward shall have super-seniority for such purposes.

ARTICLE 13

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. During the period of absence the employee shall not engage in gainful employment in the same industry in classification covered by this Contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments, if any, before the leave may be approved by either the Union or Employer.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected, in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 14

PROTECTION OF RIGHTS

Section 1. PICKET LINE: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 2. STRUCK GOODS: It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

Section 3. GRIEVANCES: Within five (5) working days of filing of a grievance claiming violation of this article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 15

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement; provided however, that the Employer shall have the right to make reasonable modifications in production methods and work standards. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement is such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 16

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the firm's working schedule.

ARTICLE 17

POSTING - BULLETIN BOARDS

Section 1. POSTING OF AGREEMENT: A copy of this Agreement shall be posted in a conspicuous place at the Employer's place of business.

Section 2. UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union.

ARTICLE 18

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively released from duty.

ARTICLE 19

PAY PERIOD

Section 1. PAY DAY: All regular employees covered by this Agreement shall be paid in full each week, and not more than seven (7) days shall be held from a regular employee. All other employees shall be paid at the end of their working period. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 2. VACATION PAY: If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

ARTICLE 20

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This article is not to be construed as applying to charging employees for damage to equipment under any circumstances.

ARTICLE 21

UNIFORMS

Protective boots and gloves shall be furnished by the Employer to all employees in the washroom and rubber foot mats for employees in the mangle operation at no cost to the employees. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, the first (1st) such uniform shall be furnished by the Employer at no cost to the employees. Thereafter, the Employer shall furnish one (1) new uniform per year to each such employee, commencing twelve (12) months after the date of hire of such employee.

New employees shall receive one (1) uniform at hiring and a second (2nd) one at the completion of their probationary period.

Any additional uniforms which the employee desires shall be at the sole cost of the respective employee. Any employee whose employment is terminated during the probationary period shall return his or her uniform to the Employer.

ARTICLE 22

EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 2. ACCIDENT REPORT: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. DEFECTIVE EQUIPMENT: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department. When the occasion arises where an employee gives written report on forms issued by the Employer of a vehicle being in unsafe working-operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 4. NEW EQUIPMENT: Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use, within operations covered by this Contract, rates governing such operations and/or equipment shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

ARTICLE 23

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide workmen's compensation protection for all employees even though not required by state law.

If an employee is a) injured on the job and, b) is sent to a hospital or must obtain other immediate emergency medical attention, and is unable to return to work that day because of such injury, he or she shall receive pay for the balance of his or her regular shift on that day. "Injured" for purposes of this paragraph shall include only serious injuries which are visible, such as serious cuts, broken bones, etc., and shall not include minor injuries where the employee desires medical attention, such as minor sprains, cramps, emotional or mental distress, sore muscles, bruises and minor cuts and scrapes.

ARTICLE 24

MILITARY SERVICE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

ARTICLE 25

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 26

SEPARATION OF EMPLOYMENT

Upon discharge the Employer shall pay all money due to the employee. Upon quitting the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 27

SANITARY CONDITIONS

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to.

ARTICLE 28

EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Upon request, each employee will be given a physical examination by a physician selected by the Employer, at the Employer's expense, once per year, which shall include a chest X-ray if requested by the employee. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 29

MOONLIGHTING

The Employer shall not employ in any full-time capacity any person who is otherwise regularly employed, provided however:

(1) This provision shall not apply where the Employer is presently using otherwise regularly employed persons who have acquired seniority and are receiving all other benefits of the Agreement including fringe benefits. Such persons may be continued in employment.

(2) The Employer may hire persons who are otherwise regularly employed if other manpower is not available. Disagreement as to availability shall be subject to the grievance procedure. Such persons shall receive all benefits they are entitled to under the Agreement.

(3) In the event of layoff employees who have regular outside employment shall be first laid-off regardless of such employee's seniority standing unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the Employer shall lay off the employee having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he may have, unless qualified for recall under Item 2 above. No employee shall be laid off pursuant to this article until after the facts have been confirmed by a joint conference between the Employer, the Union and the employee involved.

SCHEDULE "A"

ARTICLE 30

MINIMUM WAGE RATES

The term of this Agreement shall be three (3) years.

Section 1. CLASSIFICATION AND WAGES: (a)

| | <u>6/29/82</u> <u>Per Hr.</u> | <u>Effective</u> <u>6/27/83</u> <u>Per Hr.</u> | <u>6/25/84</u> <u>Per Hr.</u> |
|--|----------------------------------|--|----------------------------------|
| 2. Maintenance Worker | \$7.94 | \$8.34 | \$8.74 |
| 4. Janitor | 6.74 | 7.14 | 7.54 |
| 5. #3 and #4 Ironers, Bath Towel, Patient Gowns, Clean Linen Packers, True Feed Operators, and Sheet Catchers, Vibra Steamer Machine | 6.44 | 6.84 | 7.24 |
| 6. Receiving, Chute Loading, Extract, Tumble Dry, Utility Workers,, Uniform Work and Sheet Packing and Store Keeper | 6.89 | 7.29 | 7.69 |
| 7. Washer Workers | 6.99 | 7.39 | 7.79 |
| 8. Soil Count & Soil Sorters | 6.54 | 6.94 | 7.34 |
| 9. Light Duty Finish & Light Duty Utility | 6.34 | 6.74 | 7.14 |
| 10. Seamstress | 6.49 | 6.89 | 7.29 |
| 11. Presser | 6.39 | 6.79 | 7.19 |
| 12. Outside Truck Drivers - To receive the National Master Local Cartage hourly rates and benefits. | | | |

(b) Working leaders shall be paid thirty cents (30¢) per hour in addition to the rate pertaining to their respective classification.

(c) During their thirty (30) day probationary period, the rate of pay for all employees shall be fifteen cents (15¢) per hour less than the rate pertaining to their respective classification.

(d) Those employees working a second shift (defined as employees whose regular shift starts between 10:00 a.m. and 10:00 p.m.) shall receive a shift premium of ten (10¢) cents per hour in addition to their regular rate.

(e) Those employees working a third shift (defined as employees whose regular shift starts between 10:00 p.m. and 4:30 a.m.) shall receive a shift premium of fifteen (15¢) cents in addition to their regular rate.

ARTICLE 31

HOURS

Section 1. HOURS: (a) The regular work week shall commence on Monday A. M. and end on Friday P. M.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday. The hours of work so guaranteed shall be composed of at least eight (8) hours work on each consecutive day of the regular work week. It is understood that the above work guaranty shall not apply to any periods of time when an event such as a fire or tornado causes Employer's plant to be unusable.

(c) In the event that an employee does not work of his own volition during one (1) of his regularly scheduled days his weekly guarantee shall be reduced by the number of hours lost, not to exceed eight (8) hours per day.

(d) Each day with respect to which payment is required under the holiday, sick leave or vacation provisions of this Agreement for days not actually worked shall be credited against the guaranteed forty (40) hours as eight (8) hours worked.

(e) There shall be no split shifts.

Section 2. (a) - CALL IN PAY: Any employee called in to work any day of his guaranteed work week shall be guaranteed eight (8) hours pay at the rate specified in this Agreement.

(b) Any employee called in to work on Saturday or Sunday shall be guaranteed four (4) hours pay at the rate specified in this Agreement; if more than four (4) hours are worked, the guarantee shall be six (6) hours; if more than six (6) hours are worked, the guarantee shall be eight (8) hours.

Payments for time not actually worked required by this section shall also be computed towards overtime as if such hours had been actually worked.

(c) - RECALL PAY: When an employee is called back to work after the completion of his regular shift of work, the Company agrees to guarantee such employee at least two (2) hours work or two (2) hours pay. Pay for such time shall be figured at time and one-half ($1\frac{1}{2}$)

Section 3. DAILY AND WEEKLY OVERTIME: (a) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half ($1\frac{1}{2}$) shall be paid for all overtime in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, but not both. Monday through Friday overtime in excess of nine (9) hours per day shall not be mandatory.

(b) Both parties recognize that overtime assignments need only be made to employees that have the ability to perform the overtime work involved. Assuming that all involved employees have the ability to do the overtime work, the following sequence will be followed in asking for employees who desire to perform the overtime work:

1. Employees in the classification that is normally assigned the work (if more than one classification is normally assigned the work, the classification that gets the most of such assignments), who are in the department where the overtime work is to be performed, in order of seniority, high seniority first.
2. The remainder of that classification, if any, located in other departments, in order of seniority, high seniority first.
3. The remaining members of the department where the overtime work is to be performed, involving members of other classifications, if any, in order of seniority, high seniority first.
4. Remaining employees, in order of plant-wide seniority, high seniority first.

In most cases Community Hospital Services will continue to attempt to fill overtime assignments with volunteers, as set forth above. However, if Community Hospital Services does exercise its right to require the working of overtime, it will follow

the same steps as set forth above, except that it will start with the low seniority person at each step and proceed in inverse seniority order through each step.

Community Hospital Services has five separate departments. They are listed below with the classification numbers in each department. You should familiarize yourself with your classification and department so you will be familiar with what overtime you will be required to work and what overtime you are entitled to.

| <u>Departments</u> | <u>Classifications</u> |
|--------------------|------------------------|
| Soil Sort | 6, 8 & 10 |
| Wet to Dry | 6 & 7 |
| Finish | 5, 6, 9, & 11 |
| Route Make-up | 5 & 6 |
| Maintenance | 2 & 4 |

Section 4. SUNDAY OVERTIME: (a) Double (2) the regular hourly rate shall be paid for all work performed on Sunday.

(b) Work performed after the scheduled guaranteed work week shall not apply against the guarantee but must be paid in addition to the guarantee.

(c) Holiday hours worked by all employees shall apply against their guarantee except as provided in Section 4 (b) above, and all hours worked on a holiday shall be paid at double (2) time. Employees scheduled work week shall not be changed for a holiday week to circumvent the double (2) pay provision of this section.

Section 5. SATURDAY OVERTIME: Work on a Saturday when a holiday covered by Article 33, Section 1 (including the employee's birthday holiday) has fallen on the immediately preceding Friday or will fall on the immediately following Monday, shall be paid at two (2) times the regular rate. Work on all other Saturdays shall be paid at one and one-half (1½) times the regular rate, irrespective of whether or not such a holiday falls on some other day in the immediately preceding or following week. Saturday overtime shall be scheduled according to seniority in each job classification.

Section 6. NOTICE OF OVERTIME: Employees who are expected to work overtime during the regular work week shall be notified of that fact as soon as is practicable, but no later than noon of the same day. Notice to work on Saturday shall be posted by noon of the previous Friday.

ARTICLE 32

VACATIONS

Section 1. ELIGIBILITY: (a) All employees shall become eligible for two (2) weeks vacation with pay when they have attained one (1) year seniority or more, provided that they have been on the active payroll for at least sixteen hundred (1,600) hours during the last preceding year.

(b) All employees shall become eligible for three (3) weeks vacation with pay when they have attained five (5) years seniority or more, provided that they have been on the active payroll for at least sixteen hundred (1,600) hours during the last preceding year.

(c) All employees shall become eligible for four (4) weeks vacation with pay when they have attained fifteen (15) years seniority or more, provided that they have been on the active payroll for at least sixteen hundred (1,600) hours during the last preceding year.

(d) Employees' vacations will be determined on the anniversary of their date of hire.

(e) Any employee who has earned his vacation and is separated from his employment before taking it shall be paid the amount earned at the time of separation.

(f) Employees failing to work sixteen hundred (1,600) hours of a qualifying year for vacation purposes will receive a percentage of the vacation with pay which they would have received had they worked sixteen hundred (1,600) hours in the qualifying year, as follows:

| | |
|---|------|
| sixteen hundred (1,600) hours and over | 100% |
| twelve hundred (1,200) hours to fifteen hundred ninety-nine (1,599) hours | 75% |
| eight hundred (800) hours to eleven hundred ninety-nine (1,199) hours | 50% |
| four hundred (400) hours to seven hundred ninety-nine (799) hours | 25% |
| below four hundred (400) hours | 0% |

Section 2. AMOUNT OF VACATION PAY: (a) Each week of vacation pay shall be equal to the previous year's average weekly earnings, or the weekly guarantee, at the time of the vacation period, whichever is the greater.

(b) If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at straight time hourly rates.

(c) Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

(d) Vacation pay shall be paid to the employee before leaving on his vacation.

Section 3. TIME FOR VACATION WEEKS OF ABSENCE: (a) The Employer shall have the right to determine vacation weeks of absence so that such vacation weeks of absence shall not interfere with efficient operation of the Company. The Company will permit up to ten percent (10%) of the employees in each classification to be on vacation in any one week, and up to fifteen (15%) percent in the Christmas week (defined as the calendar week of Sunday through Saturday during which Christmas falls); provided however, that these requirements shall not be applied in situations where they would cause an unreasonable interference with the operations of the Company occasioned by an unusual amount of scheduled production or an abnormally high degree of employee absenteeism.

(b) Subject to Section 3 (a) above, vacation requests shall be granted according to seniority and the vacation weeks may be taken consecutively or non-consecutively during any of the fifty-two (52) weeks of the calendar year.

Section 4. ON-THE-JOB INJURY: Days off due to on-the-job injury, up to a maximum of one (1) year from date of injury, shall be counted as eight (8) hour days worked for purposes of the hours worked requirement for vacation eligibility set forth in Section 1, above. "On-the-job injury" is defined for purposes of this section as only those types of injuries for which balance of shift pay is due under the provisions of the second paragraph of Article 23.

ARTICLE 33

HOLIDAYS

Section 1. Except in emergency situations, employees shall not be required to work and shall be paid eight (8) hours pay at the straight-time hourly rate for the following eight (8) holidays:

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday,

provided they comply with the qualifications set forth hereinafter.

Section 2. Employees called to work on any of the above listed holidays shall be paid a minimum of eight (8) hours pay at two (2) times the regular rate in addition to the eight (8) hours pay referred to above.

Section 3. In order to qualify for eight (8) hours of straight-time pay for a holiday not worked it is provided that employees must work the scheduled workday which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.

Section 4. Employees who are serving their thirty (30) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5. Employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness, non-occupational injury or within the first (1st) six (6) months of absence due to occupational injury or during a period of permissible absence.

Section 6. If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for such holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay nor shall it be construed to be as hours worked for weekly overtime.

Section 7. When a holiday falls on Sunday it shall be celebrated on the following Monday, and when it falls on Saturday, it shall be celebrated on the previous Friday.

Section 8. In any regular work week in which the paid holidays fall, the guaranteed work week shall be thirty-two (32) hours and all hours worked in excess of thirty-two (32) hours in such week shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

ARTICLE 34

SICK & ACCIDENT BENEFITS

The Employer shall provide and pay the cost of off-the-job Sick and Accident Insurance (Weekly Disability Income Insurance) as follows: Effective June 29, 1982, a benefit of one-hundred and thirty-five dollars (\$135.00) per week and effective July 1, 1984, a benefit of one-hundred-forty dollars (\$140.00) per week for a maximum period of thirteen (13) weeks, with the benefits to commence on the eighth (8th) day due to an accident and on the eighth (8th) day due to an illness. The remaining terms and conditions of such insurance coverage shall be as specified by the insurance carrier and contained in the standard policy for Disability Income Insurance.

ARTICLE 35

FUNERAL LEAVE

Employees shall be granted up to three (3) days, two (2) of which shall be with pay, during the period from the date of death to and including the day of the funeral, for the purpose of attending the funeral, in the event of the death in the employee's immediate family. Immediate family shall be defined as: spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, brothers-in-law, sisters-in-law and one (1) set of step parents.

Employees shall be granted one (1) unpaid day for the purpose of attending the funeral of an employee's nieces and nephews.

In all cases, the Employer may request proof of death.

ARTICLE 36

JURY DUTY

An employee with one (1) or more years seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the Court, (not including travel allowances or reimbursement of expenses), for each day in which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer. If the employee reports for jury duty and is excused in sufficient time, he shall report for work for the balance of the day.

In order to receive payment an employee must give the Employer 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 payments. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 37

CREDIT UNION - CHECK-OFF

The Employer agrees to deduct from the pay each payroll period of employees covered by this Agreement monies in amounts as authorized by the individual employee and remit said amounts to the Lake Huron Credit Union. Written authorization by the employee shall be furnished to the Employer in the form required.

ARTICLE 38

GENERAL PROVISIONS

Section 1. JOB OPENINGS: In the event of job openings covered by this Agreement, the Company shall post said openings for three (3) working days. Employees shall be permitted to bid for such job openings only within the said three (3) working days. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union steward or Union representative before filling job openings. Employees transferred through such procedure will be given a reasonable trial period of up to thirty (30) days on the job to which they were transferred. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a four (4) month period from the date of the job change.

Section 2. JOB CLASSIFICATION TRANSFERS: (a) Any employee transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked on the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

(b) Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

(c) Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 3. LUNCH AND BREAKS: The luncheon period shall not exceed one-half ($\frac{1}{2}$) hour for any employee. There will be a deduction of one (1) luncheon period only in any one (1) working day.

In addition to the lunch period, employees shall be granted two (2) paid fifteen (15) minute breaks per day; one (1) during the first half shift and one (1) during the second half shift.

ARTICLE 39

BLUE CROSS-BLUE SHIELD

The Employer agrees to provide and pay the full cost of Blue Cross-Blue Shield Family Coverage on those employees not otherwise covered by family hospitalization insurance, which includes:

Comprehensive Hospital Care Certificate Semi-Private Room - Riders D45NM, F, SA; Blue Cross 65 Group Benefit Certificate - Rider G65D; Blue Shield Certificate MVF-1 Preferred Group Benefit Certificate; Blue Shield 65 G1 Certificate - Riders FC, SDGB. Blue Cross-Blue Shield standard optical coverage - Vision Care Program Series A-80 (optical coverage effective August 20, 1982).

The Employer agrees to continue the Blue Cross-Blue Shield coverage for up to thirty (30) days for employees who are off the job due to illness, and for up to one (1) year for employees who are off the job due to an on-the-job injury.

DENTAL INSURANCE

Effective August 20, 1979, the Employer shall pay the cost of providing Family Dental Coverage, under the Blue Cross plan, providing for a maximum of one-thousand dollars (\$1000) paid per year, with seventy-five percent (75%) of preventative, diagnostic and emergency; and fifty percent (50%) of oral surgery, restorative, bridges, partials, etc.; with no deductible, all subject to the terms and conditions of the Blue Cross - Blue Shield plan.

PRESCRIPTION DRUGS

Effective August 20, 1979, the Employer shall pay the cost of providing Family Prescription Drug Coverage, with a two dollar (\$2.00) co-pay provision.

ARTICLE 40

MATERNITY LEAVE

A female employee with at least nine (9) months of seniority, requesting maternity leave shall be entitled to a leave of absence with accumulative seniority not to exceed six (6) months, provided however, that said leave may be extended up to an additional three (3) months upon the written recommendation of the employee's doctor.

Working after the fifth (5th) month of pregnancy will require the approval of the employee's doctor, who will verify for the Employer the continued ability of the employee to perform her work.

The Employer reserves the right to require a medical examination and opinion from an independent doctor or doctors as to the female employee's ability to work at any time during pregnancy, but the expenses of any such medical examination and opinion will be paid by Employer.

ARTICLE 41

LIFE INSURANCE

The Employer agrees to provide and pay the full cost of a group term life insurance plan for all employees with a death benefit of ten thousand dollars (\$10,000).

ARTICLE 42

PENSION

Effective January 1, 1983, the Employer will contribute twenty-five cents (25¢) per paid hour of work for all bargaining unit employees into the pension plan available through Second National Bank of Saginaw (Second National Bank of Saginaw Master Money Purchase Retirement Plan and Trust). Such plan shall provide for a ninety (90) day eligibility period before contributions shall be made for new employees; provided, however, that once an employee does meet the ninety (90) day eligibility requirement, contributions will be made for such employee retroactively back to such employee's thirty-first (31st) day of employment.

ARTICLE 43

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from June 29, 1982, to and including June 28, 1985, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 28, 1985, or June 28th, of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The

respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiation between the parties June 28, 1985, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to June 28, 1985. If no such notice is given, the said Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to strike in support of its demands, notwithstanding any provision of this contract to the contrary.

Section 4. In the event of an inadvertent failure by either party to give notice as set forth in this article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

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

EMPLOYER

UNION

COMMUNITY HOSPITAL SERVICES
Saginaw, Michigan

TEAMSTERS LOCAL UNION NO. 486,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUF-
FEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

BY _____

BY _____
Secretary-Treasurer

DATE _____

DATE _____

BY _____

BY _____
Business Agent

DATE _____

DATE _____



