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11/30/94

A G R E E M E N T

between

WEST SHORE HOSPITAL

and

HOSPITAL EMPLOYEES DIVISION
OF LOCAL 79, SERVICE EMPLOYEES

UNIT I

DECEMBER 1, 1991 to and including NOVEMBER 30, 1994

West Shore Hospital

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AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of December, 1991 by and between the HOSPITAL EMPLOYEES DIVISION OF LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the "UNION" and the WEST SHORE HOSPITAL, hereinafter designated as the "HOSPITAL".

PREAMBLE

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

ARTICLE 1 RECOGNITION

Section 1. BARGAINING UNIT. The Hospital hereby recognizes the Union, for the duration of the effective term of this Agreement, as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment of those Employees of the Hospital who are employed during the term of this Agreement as set forth in Appendices A and B - Wage Schedule.

Section 2. UNION MEMBERSHIP. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Section 3. UNION MEMBERSHIP. Employees covered by this Agreement who were not members of the Union at the time it becomes effective shall become and remain members of the Union not later than thirty (30) days following the beginning of their employment or the execution date of this Agreement, whichever is later.

Section 4. AGENCY SHOP. Any Employee whose membership is terminated by the Union by reason of his/her failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be retained in the bargaining unit. No Employee shall be terminated under this Section, however, unless: (a) The Union first has notified him by letter, addressed to him at the address last known to the Union, concerning his/her delinquency in not tendering the initiation fee and periodic dues required under this Section, and warning him/her that unless such fee and dues are tendered within seven (7) days, he/she will be reported to the Hospital for termination from employment as provided herein; and (b) The Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the Employee has not complied, and

on this basis the Union has requested in writing that he/she be discharged from employment in the bargaining unit.

It is recognized that because of religious conviction or otherwise, some Employees may object to joining any organization engaged in collective bargaining. At the same time it is also recognized that the proper negotiations and administration of collective bargaining agreements entail expense which is appropriately shared by all Employees who are beneficiaries of such agreements.

To this end, in the event an Employee shall not join the Union and execute an authorization for dues deductions in accordance with Article 2, Section 1 of this Agreement, such Employee shall, as a condition of continued employment by the Hospital, cause to be paid to the Union, as a service charge, a sum equivalent to the initiation fees and dues of the Union. In the event that such sum is unpaid for a period of ninety-one (91) days, the services of the Employee shall, upon written notice thereof from the Union, be discontinued by the Hospital.

Section 5. HOLD HARMLESS. The Union agrees to hold the Hospital harmless in the action arising out of the pursuant to the provisions of Article 1, Section 4 above.

Section 6. TEMPORARY EMPLOYEES. Sections 2 through 4 of Article 1 shall not apply to temporary Employees hired from periods up to ninety (90) days.

ARTICLE 2 CHECK-OFF

Section 1. AUTHORIZATION. Upon signed authorization of the Employee, the Hospital agrees to deduct Union dues, initiation fees and other lawful assessments, as uniformly levied and officially designated by the Union, on the first pay period of each month and shall pay same to the SECRETARY-TREASURER OF SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79, AFL-CIO, prior to the end of the month. Upon completion of the first thirty (30) days of employment, the initiation fee will be deducted in three (3) equal monthly payments.

Section 2. CHECK-OFF LIST. The Union will furnish the Hospital with an alphabetical check-off list in duplicate each month, indicating thereon the amount due from each Employee. The Hospital shall add to this list the names and addresses of any new full or part-time Employees whose names do not appear on the check-off list. One copy of this list shall be returned with the amount deducted to the office of the Union prior to the end of the month in which the deductions are made.

Section 3. HOSPITAL REMITTANCE. The Hospital shall not

be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason, such as error or the like, it fails to make a deduction for any Employee as above provided, it shall make the deduction from the Employee's next pay after the error has been called to its attention by the Employee or the Union.

ARTICLE 3 MANAGEMENT RIGHTS

Except as otherwise limited by, or inconsistent with, specific terms of this Agreement, the Hospital shall remain vested with all management functions, including, but not limited to, the direction of the work force, the full and exclusive right to hire, promote, demote, discharge, discipline for cause, and lay off Employees; to promulgate rules and regulations covering the conduct of the Employees and to require their observance; to make temporary job assignments and to transfer Employees from classification to classification within the bargaining unit necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Hospital to establish and direct the location and methods of work, job assignments, the assignment of equipment and work schedules; to maintain order and efficiency, to determine the hours of work, including starting and quitting time, length of work week; to sub-contract for the same or similar reasons that the Hospital applied to sub-contracting decisions in the past, as well as conditions related to new medical technology or the need to purchase new equipment, and to accomplish the reduction of the work force for efficiency purposes, to determine the number of Employees needed; to control, direct, and supervise all equipment. The Hospital may also require at its cost and not loss of time to the Employee that the Employee take written or oral examinations at any time related to technology for which the Employee has not been trained or including work other than his/her classification the said written or oral examination shall be after a course of training.

The Union recognizes that volunteer organizations, individuals, and students on in-hospital training programs may perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties or privileges of Employees. The Hospital shall continue to have the right to avail itself of all services of that nature; provided they are not used for the purpose of circumventing the payment of overtime or to fill job vacancies. Neither the Union nor the Employees shall interfere in any way with the activities or duties of any such persons.

**ARTICLE 4
SUCCESSION**

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 proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Hospital 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.

**ARTICLE 5
SENIORITY**

Section 1. A. SENIORITY. The seniority of any Employee shall be determined by the commencement date of actual work of his/her last continuous period of employment and not the anniversary date of this Agreement and shall be computed in terms of years, months and days since such last date of commencement of actual work. In the case of two (2) or more Employees hired on the same day, seniority will be determined by the lowest last number of each Employee's Social Security number; the lowest number being placed on the seniority list first. For these purposes 0 shall be low and 9 shall be high. Where the last Social Security numbers are the same, seniority ranking shall be determined by the second last number and so on.

B. PROBATION. A new Employee shall work under the provisions of this Agreement but shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Hospital may not discharge or discipline for purposes of discriminating against Union members.

After the probationary period as provided herein, the Employee shall be placed on the regular seniority list, with his/her date of commencement of work of last continuous employment being his/her seniority date. This probationary period may, in specific instances, be extended by mutual agreement between the Hospital and the Union.

Section 2. PART-TIME EMPLOYEES. Part-time Employees, when they so request in writing, shall be placed, if they are qualified and able to do the work, into full-time openings before newly hired Employees. In the event a part-time Employee is placed into a full-time position prior to the completion of his/her probationary period he/she shall serve as a probationary Employee

for the balance of the probationary period remaining since his/her last date of the probationary period remaining since his/her last date of commencement of actual work, and thirty (30) days.

Section 3. MERCY COMMUNITY HOSPITAL SERVICE. An Employee who was formerly employed by MERCY COMMUNITY HOSPITAL in Manistee and who is now employed at WEST SHORE HOSPITAL shall be credited with all seniority accumulated while employed at MERCY COMMUNITY HOSPITAL for the purposes of layoff, recall, transfer and promotion only, provided, that for all other purposes, economic and otherwise, credit for seniority shall be as of the first day of actual employment with WEST SHORE HOSPITAL regardless of any previous service with MERCY COMMUNITY HOSPITAL, provided, further, that this seniority accumulation will not be honored if there has been a break between employment at MERCY COMMUNITY HOSPITAL and WEST SHORE HOSPITAL.

Section 4. SENIORITY SYSTEM. Seniority shall be by separate job classification within the departments of the Hospital. For the purpose of seniority there shall be no differentiation between full-time and part-time Employees.

Section 5. OFFICER'S SENIORITY. For purposes of lay-off and recall only, Employees, who serve as Unit Chairpersons, and Stewards shall have top seniority in classifications within their respective departments and shifts while holding such office, provided they are seniority Employees and have the ability and capability to do the work required. If those Employees cannot bump within their department, they may displace the least senior Employee on the same shift and the same full-time or part-time status on a Hospital wide basis within any department provided they have the ability and capability to do the work at the times required. The Union shall notify the Hospital, in writing, as to the names of Employees entitled to top seniority hereunder and will thereafter keep the Hospital notified, in writing, of any change as to same.

Section 6. TERMINATION OF SENIORITY. Seniority shall be lost for the following reasons:

- (a) Discharge for just cause.
- (b) Quitting.
- (c) Laid off for more than two (2) years.
- (d) If the Employee is absent three (3) consecutive working days including Saturday, Sunday and holidays, if same are work days, without advising the Employee's supervisor or designated replacement giving reason satisfactory to the Hospital for such absence. Exceptions caused by emergency beyond the Employee's control can be mutually agreed upon.

(e) Failure to report for work on the first working day following the expiration of a leave of absence unless such failure to return to work is caused by sickness or injury or emergency beyond the Employee's control, and notice thereof is given to the Employee's supervisor or designated replacement during regular office hours within three (3) working days of said failure. Exceptions can be mutually agreed upon.

(f) If the Employee falsifies his/her reasons for absence or if he/she engages in formal or gainful employment for another employer during his/her leave of absence without the permission of the Hospital.

(g) If the Employee falsifies his/her employment application.

(h) If the Employee refuses to take a physical examination at the Hospital's request and cost upon the completion of a medical leave of absence or upon the return to work from absence because of injury or illness.

(i) If an Employee comes to work intoxicated or drinks intoxicating beverages on the job or brings intoxicating beverages to the Hospital's premises at any time.

(j) If the Employee engages in the improper use of drugs on the premises or carries drugs off the premises without the permission of the Hospital.

Section 7. DISCLOSURE OF CONFIDENTIAL INFORMATION AND DISCOURTESY. Employees and the union recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information concerning any patient of the Hospital and of his/her family, shall be considered and treated as confidential. Any deliberate act or discourtesy to a patient by an Employee, or any disclosure of confidential information by an Employee to a patient or a fellow Employee, or any unauthorized person, which is not made in the course of the Employee's duty to the Hospital, shall be regarded as a breach of duty by the Employee and may be treated as cause for disciplinary action up to and including immediate discharge.

Section 8. SENIORITY LISTS. The Hospital shall maintain up-to-date seniority records. An updated seniority list shall be posted and given to the Union Chairperson and the Office of the Business Representative, every three (3) months.

Section 9. PROMOTIONS.

(a) When there is a permanent job vacancy whether part

or full time, said vacancy shall be posted for a period of seven (7) calendar days setting forth the requirements for the position on a conspicuous place on the Hospital bulletin board. Seniority Employees interested shall apply in writing within the seven (7) calendar days posting period on forms provided by the Hospital to the Personnel Secretary. The senior Employee applying for the classification change who has the ability to do the job and meets the requirements of the job shall be granted a fifteen (15) working days trial period to determine:

1. His/her ability to perform the job.
2. His/her capability of doing the job.
3. His/her desire to remain on the job.

(b) During the trial period, the Employee shall have the right to revert back to his/her former job and classification.

(c) During the trial period the supervisor may revert the Employee back to his/her former job and classification if the Employee is unable to perform the work of the job to which he/she is promoted. The supervisor shall give the reasons for his/her action in writing to the Employee and the Hospital Administrator.

(d) For the purposes of determining wage levels, during the trial period and after the Employee has successfully completed the trial period, the Employee will be paid the rate of the wage schedule that represents not more than a five (5%) percent increase over their current job classification rate unless the starting rate of the new job is equal to or more than their current rate. An Employee shall progress in the wage levels based upon the date of their entry into the new job classification.

(e) The vacancy left by the successful bidder shall be filled by the Hospital, as provided in this Section, based on ability and seniority.

(f) Under the provisions of the Article 5, Section 9, and subject to all its terms part-time and full-time Employees shall be eligible to bid for either full-time or part-time vacancies.

(g) If there is a vacancy an Employee may transfer from shift to shift, or job to job within the same classification or department, provided the said Employee is the senior Employee applying for the transfer and the Employee has the ability and capability to perform the job. Employees shall not be permitted to transfer from job to job or shift to shift more than once in six (6) months except when a classification change or promotion is involved.

(h) If an Employee with seniority in one job classification is transferred to another job classification in another department, his/her seniority shall apply in his/her former classification until he/she has worked for fifteen (15) working days in his/her new classification; whereupon his/her full seniority shall apply in his/her new classification but not at all in his/her former classification. During that fifteen (15) day working period, the Employee shall be considered to be on probation in his/her new classification, and if he/she is laid off or disqualified therefrom, he/she shall be entitled to exercise his/her seniority in his/her former classification.

Section 10. TEMPORARY MOVEMENT OF EMPLOYEES. When it is necessary due to lack of volunteers to temporarily move an Employee out of a work area to another work area or form shift to shift the Employee with the least seniority will be moved, except in an emergency or where an Employee's special skill is required.

Section 11. PERSONS LEAVING CLASSIFICATION. Persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Hospital in some other capacity, shall retain their seniority rights while out of the unit and shall have the right to exercise same upon their return to their original bargaining unit; however, they shall not accumulate additional seniority while outside of the bargaining unit.

Section 12. RESIGNATION. Should any Employee wish to resign after the probationary period, a minimum of two (2) weeks' written notice must be processed through his/her supervisor or department head. Failure to give proper notice will result in loss of terminal benefits, unless excused by the Hospital for good or unavoidable cause shown.

Section 13. LAY-OFF - RECALL.

(a) Seniority shall be on the basis of the job classification within his/her department. Ability to do the work required and seniority shall prevail in the lay-off and recall of Employees and reducing the work force because of lack of work or other cause. The last Employee hired in the classification in the department shall be the first Employee laid off and the last Employee laid off shall be the first Employee rehired, provided said Employees have the ability to do the work at the assigned time to work. The senior Employee may enter into any lower classification within the department, whose duties he/she has the ability to do at the assigned times of work, or he/she may (applying Hospital-wide seniority), after five (5) days, displace any other Employee in the lateral or lower classification on a Hospital-wide basis, within any department provided he/she has the ability to do the work required at the times required. In all cases the Hospital shall have the sole discretion in determining the Employee's ability to do the work required at the assigned

times. Employees who exercise their seniority under this Section shall be paid the rate of the job they are performing. An Employee wishing to exercise bumping rights hereunder must do so within one (1) calendar week after he/she becomes eligible to do so.

(b) In the event of a lay-off, an Employee so laid off shall be given three (3) days notice of recall by certified mail to his/her last known address. The Employee must report to work in three (3) days after delivery of notice, except because of emergency beyond the Employee's control a longer time may be mutually agreed to. In the event the Employee fails to comply with the above, he/she shall lose all seniority right under this Agreement. Prior to the return of said Employee, the Hospital may hire Employees out of seniority for the purpose of filling in until the return pursuant hereto of seniority Employees. The Hospital may rely on the last address supplied the Hospital by the Employee. The Hospital shall have fulfilled its obligation herein if it used said address in said notice.

Section 13C. DAILY LAY-OFF. If the Hospital lays off on a daily basis the lowest seniority Employee in the classification and on the shift affected shall be informed at least two (2) hours prior to his/her next scheduled shift that he/she is temporarily laid off. If the affected Employee(s) is not working at the time notice is to be given he/she shall be notified by telephone call. If there is no answer or the Employee(s) cannot be reached directly, a second call shall be made in the presence of a union representative (steward, alternate steward or acting steward). If there is no answer or the Employee(s) cannot be reached directly it shall be so noted on the call sheet used by the caller and shall be initialed by the union representative. If the affected Employee reports for work after notification or attempted notification as aforesaid he/she shall be sent home without pay. If said two (2) hours notice is not given or attempted to be given as aforesaid and the Employee(s) report for work he/she shall work a minimum of four (4) hours or receive a minimum of four (4) hours pay at the Hospital's choice, unless he/she is receiving standby pay or he/she is released from work by the Hospital due to an emergency beyond the Hospital's control that was not due to the Hospital's negligence. The four (4) hours of work or four (4) hours of pay requirement shall not apply to Employees who are sent home for disciplinary reasons or by their own request.

In the event of a daily lay-off, the affected Employee may bump the least senior Employee in the affected classification scheduled to work on the next two (2) successive shifts. An Employee wishing to exercise his/her bumping rights hereunder must so inform the Hospital at the time he/she is notified of the lay-off. If the Employee who is bumped is subsequently laid off and the remaining Employee(s) is senior to the original bumping Employee then the original bumping Employee may not exercise his/her bumping rights unless there is a junior Employee on a shift

yet to be worked within the initial period of the next two successive shifts. The bumping Employee must be able to perform the assigned work at the times required.

**ARTICLE 6
DISMISSALS AND DISCIPLINE**

Section 1. After completion of the probationary period, an Employee wishing to contest any dismissal or discipline, shall do so pursuant to the grievance procedure set forth in Article 7.

Section 2. The Hospital shall not discipline or discharge any seniority Employee without just cause.

Section 3. The Hospital shall have the right to dismiss any Employee during his/her probationary period, and neither the Union nor the Employee shall have recourse in such case to the grievance procedure.

Section 4. The Employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his/her right to the grievance procedure, except that the Employee may request the presence of a Steward prior to signing. It shall clearly indicate that the Employee's signature does not mean agreement to the charges or penalties.

Section 5. Notices of disciplinary action that are in an Employee's file be destroyed at the end of one (1) year from the date of said notice if there has been no other disciplinary notices of any type during said year period. Notices destroyed hereunder shall not be considered in imposing subsequent discipline.

Section 6. In case of discharge or discipline involving time off, the Hospital within forty-eight (48) hours (exclusive of weekends and/or holidays) of discharge or said discipline shall provide the Employee, by mail or otherwise, a written statement of the reason or reasons for discharge or said discipline. If the discharged or disciplined (involving time off) Employee requests Union representation, the said Employee's Union Steward shall, within forty-eight (48) hours (exclusive of weekends and/or holidays) of the request for representation, be given a copy of the written statement given to the Employee. The time to protest the discharge or said discipline involving loss of time shall run from the time of the Employee's receipt of the written statement provided herein.

Section 7. In the event of discharge or discipline involving time off, the Employee shall have the right to see his/her Steward before leaving the premises, in a place designated by the Hospital.

Section 8. Employees may review their personal files at reasonable intervals. Said Employee must make an appointment with the Personnel Department to review the file.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Hospital and the Union.

Section 2. PROCEDURE. If an Employee has such a grievance, it shall be handled in the following manner, each successive Step to be followed unless the grievance was settled or abandoned at the preceding Step and if a written grievance is settled at any Step, its disposition shall be signed by the Employee with the Hospital providing the opportunity for a Union Steward to be present when so signed or by his/her Union representative who acted for him/her. Grievances regarding suspensions and/or discharges shall be initiated beginning at Step 3 of this Grievance Procedure.

Step 1. The Employee shall discuss his/her grievance with his/her immediate supervisor promptly and in any event within seven (7) days after it arises or if he/she had no knowledge of it, within seven (7) days after he/she discovered it or should have been aware of it. His/her supervisor shall give his/her answer within five (5) days after the Employee presented the matter to him/her. The Employee may be accompanied by his/her Steward if he/she desires. The Union may automatically take it to the next Step of the grievance procedure if no decision is given in five (5) days by the immediate supervisor. Unresolved grievances shall proceed to Step 2 provided they have been appealed within five (5) days from the date the Hospital's answer was received or was due.

Step 2. In the event the grievance is not settled at Step 1, the grievance shall be placed in writing and signed by the aggrieved Employee on forms to be provided for that purpose and presented by the Employee or his/her Steward to the head of the Employee's

department, or to his/her designee in case he/she is absent, for discussion and for his/her written disposition, which shall be given within the first five (5) days after such discussion is concluded provided, that if an Employee's immediate supervisor is the head of his/her department, so that such grievance has already been submitted to him/her in the previous step, the grievance shall advance from Step 1 directly to Step 3. All grievances shall state the Article and Section of the contract that has been violated, whenever possible. The Union may automatically take the grievance to the next step of the grievance procedure if no decision is given in five (5) days by the department head. Unresolved grievances shall proceed to Step 3 provided they have been appealed within five (5) days from the date the Hospital's answer was received or was due.

Step 3. In the event the grievance is not settled at Step 2 and the grievance has been appealed within the time limits set forth above, the Union may request a meeting with the Hospital Administrator or his/her designee and representatives of the Union including the Business Representative. Said meeting shall be held within ten (10) days of the requested meeting. Following said meeting, the Administrator or his/her designee shall give his/her answer to the grievant within five (5) days. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) days by the Hospital Administrator or his/her designee. Unresolved grievances shall proceed to Step 4 provided they have been appealed within thirty (30) days from the date the Hospital's answer was received or was due.

Step 4. In the event the grievance is not settled at Step 3 within the time limits set forth above, the written grievance shall then be submitted to arbitration in accordance and subject to the following rules and procedures.

(a) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not agreed within seven (7) calendar days after the submission to

arbitration, the Union representative shall, within the next seven (7) calendar days, request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then in effect.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Arbitration Rules.

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

(d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by the same.

(e) The arbitrator's fee and expenses and the Association's charge shall be borne equally by both parties. All other expenses including the expenses of witnesses, shall be borne by the party incurring them.

Section 3. Any grievance not appealed from a decision in one of the Steps above to the next Step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual agreement by written memorandum.

Section 4. Unless otherwise indicated the references to days in this Article 7 shall mean calendar days.

**ARTICLE 8
STEWARDS**

Section 1. DUTIES. The Employer recognizes the right of the Union to designate a Unit Chairperson, two (2) Stewards on the day shift, one (1) Steward on the afternoon shift and one (1) Steward on the midnight shift from the Hospital's seniority list to represent all Employees covered by this Agreement. The Union may designate alternate Stewards who shall only act when the regular Steward is absent from the Hospital premises. The authority of the Stewards and alternates so designated by the Union shall be limited to the Bargaining Unit and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with his/her Employer or the designated Hospital representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Union action;

(c) 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:

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve stoppages, slowdowns, refusals to handle goods, or any other interference with the Hospital's business.

Section 2. TIME FOR GRIEVANCES. It is mutually agreed that patient care is the first obligation of the Hospital and the Employees. With this recognition, the Steward shall investigate, present and process grievances on the Hospital property without loss of time or pay during his/her regular working hours, provided same does not adversely affect and/or detract from the patients' welfare. 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. This privilege shall not be abused.

Section 3. NAMES OF STEWARDS. The names of the

Stewards and Alternate Stewards and of the Unit Chairperson shall be sent to the Hospital promptly in writing after their designation and as to any changes therein.

**ARTICLE 9
STATUS OF EMPLOYEES**

Section 1. FULL-TIME EMPLOYEES. Full-time Employees are those regularly scheduled to work a minimum of seventy (70) hours per fourteen (14) day period, share weekend, holiday and shift assignments as scheduled and have completed probation.

Section 2. PART-TIME EMPLOYEES. Part-time Employees are those regularly scheduled to work a minimum of thirty-two (32) hours per fourteen (14) day pay period, but less than full-time, share weekend, holiday and shift assignments as scheduled and have completed probation. Only such benefits as specifically agreed upon and which are part of this Agreement shall be available to part-time Employees. Part-time Employees may be utilized as they have been in the past, but not for purposes of replacing full-time Employees.

Section 3. TEMPORARY EMPLOYEES.

(a) An Employee who is hired for only a limited period of time not to exceed ninety (90) days to substitute for one or more Employees during their absence because of illness or while on leave or vacation, or for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary Employee, and he/she shall not acquire seniority, nor shall he/she qualify for fringe benefits or wage increases by virtue of such temporary employment. However, if he/she is given the status of a regular Employee before the termination of his/her temporary employment, his/her employment shall be deemed to have commenced on his/her date of actual work and he/she shall acquire seniority upon or as of the completion of his/her probationary period, and his/her name shall be placed upon the seniority list in the job classification to which he/she is assigned as a regular Employee, and with his/her seniority date, which date shall be ninety (90) days prior to the date upon which he/she completed his/her probationary period. The Hospital shall have no responsibility for the re-employment of a temporary Employee whose employment is terminated for any reason. Temporary Employees will not be hired for the purpose of avoiding the payment of benefits under this Agreement.

(b) Before a temporary Employee is hired, laid-off Employees and then part-time Employees according to seniority and ability shall be given the opportunity to fill the temporary job if the said laid-off Employee or part-time Employee has the ability to do the work at the time for the complete duration of said job, provided, however, the Hospital shall not be obligated

to employ part-time Employees hereunder, if such employment will result in overtime. The Hospital will notify the Unit Chairperson in writing when temporary Employees commence work.

(c) In the event a temporary position is filled for more than ninety (90) days in a twelve (12) month period, it shall become a regular position and appropriately posted, except as where mutually agreed upon by Hospital and the Union in specific cases.

Section 4. RELIEF EMPLOYEE. A relief Employee is an Employee who does not work on a regular basis but who works as needed by the Hospital. Relief Employees will not be used to displace full-time or regular part-time Employees. Relief Employees will be scheduled only after regular part-time Employees in the unit have had the opportunity to increase their hours up to forty (40) hours per week, if the regular part-time Employee can perform the required work at the assigned times. The availability of overtime will be offered to the full-time and regular part-time Employees in the unit prior to using relief Employees in an overtime situation. Overtime shall not involve a relief Employee finishing upon his/her assigned shift. A relief Employee is not considered a bargaining unit Employee and shall not be covered by the provisions of this Agreement.

Section 5. NEW CLASSIFICATIONS. In the event the Hospital shall establish a new classification within the bargaining unit, the Hospital shall notify the Unit Chairperson in writing of the classification and the rate for same. Said rate shall be binding on the Union unless the Union shall within thirty (30) days of receipt of said notice advise the Hospital's Administrator in writing of the Union's desire to negotiate the rate. In case of such notification to negotiate the parties shall negotiate the rate. In the event a rate is not agreed upon sixty (60) days from commencement of such negotiations, either party may submit the rate to arbitration in accordance with Step 4 of the grievance procedure herein. In the event there is a conflict over whether the job, as stated above, is a bargaining unit position then it would be subject to the grievance procedure.

ARTICLE 10 LEAVES OF ABSENCE

Section 1. PERSONAL LEAVES OF ABSENCE.

(a) Any regular full-time or part-time Employee who has completed his/her probationary period may be granted a leave of absence without pay by the Hospital for any reason which is acceptable to the Hospital; provided his/her services can be spared as solely determined by the Hospital. Except as hereinafter provided, no leave shall exceed three (3) calendar months during any one (1) anniversary year, but the Hospital may

grant one or more extensions of a leave upon the Employee's request, at the Hospital's sole discretion, for acceptable reasons.

(b) Requests for a leave shall be made in writing signed by the Employee, to his/her Department Head and the Hospital's Administrator or his/her designee and shall state the reasons for the request. Leave of absence, if granted, shall be in writing and shall require approval of the Hospital's Administrator or his/her designee.

(c) In considering leaves of absence requests, priority will be given in the order the requests are received by the Department Head.

Section 2. SICK LEAVE.

(a) After completion of one (1) year of continued full time employment, a full time Employee will be granted twelve (12) days of sick leave. After one (1) year of continued service, full time Employees will be granted one (1) day per month sick leave benefits for each month of continued service. Such sick leave benefits may accumulate to a maximum of ninety (90) days. After the first year of full time employment, sick leave benefits will be paid on the first day of illness.

(b) No sick leave benefit will be used as personal leave, nor will sick leave be granted for medical or dental appointments.

(c) After completion of one (1) year of continued part time employment, a part-time Employee will be granted one (1) day of sick leave benefits after completion of twenty-five (25) days of work and thereafter shall be granted one (1) day of sick leave benefits for each additional twenty-five (25) days worked.

(d) To receive sick leave, the Employee must notify the supervisor of his/her inability to work prior to the time he/she is to report for work. He/she must keep the supervisor informed of his/her condition and advise the supervisor as to the expected date of return to work. At the discretion of the supervisor, the Employee may be required to bring a doctor's statement as evidence of illness or injury.

(e) Any Employee who has accumulated sick days in excess of the maximum (90) days may cash in those days accumulated in excess of the aforementioned maximum. Such payout shall be made in the payday following the Employee's anniversary date upon receipt of written notification to the payroll department or the Employee's Department Head two (2) weeks prior to the preparation of that payroll.

(f) An Employee who retires at age 65 and who has at least ten (10) years of employment with the Hospital or an Employee who must leave the Hospital's employment due to total disability, shall receive payment for one half (1/2) of his/her unused sick leave days.

(g) An Employee who must leave work early due to illness shall be credited with sick leave as follows:

<u>Scheduled Hrs. Remaining</u>	<u>Employee Shall Receive</u>
Less than 4	Actual hrs. worked
More than 4 and less than 8	Actual hrs. worked plus 1/2 sick day

The Employee must report to his/her Department Head or supervisor before leaving the premises.

Section 3. FUNERAL LEAVE. In case of death in the Employee's immediate family, the supervisor or Department Head shall approve time off with pay up to four (4) scheduled working days with one (1) additional day if the site of the funeral is more than 350 miles from Manistee, Michigan. The immediate family is defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, grandparents, brother, sister, spouse, child, step-child or grandchildren.

Section 4. EDUCATIONAL LEAVE. Employees who have acquired seniority of one (1) or more years who desire to further their education may make application for leave of absence without pay for that purpose. Such educational leave of absence will be granted for a period not to exceed twelve (12) months providing the Hospital's staff needs are met as solely determined by the Hospital and provided that in the Hospital's sole determination the field of study to be undertaken by the Employee is either directly related to the Employee's work at the Hospital or the field of study would be of benefit to the Hospital. Additional leave of absence may be granted at the option of the Hospital.

Section 5. UNION LEAVE.

(a) Leave of absence without pay not to exceed one (1) full year shall be granted in the event an Employee becomes a full-time Union Business Representative.

(b) The Hospital 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 or other official Union business, provided 48 hours' written notice is given to the Hospital 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 people affected, in order that there shall be no disruption of the Hospital's operations due to lack of available Employees.

Section 6. MATERNITY LEAVE. Full time and permanent part-time Employees who become pregnant are entitled to a maternity leave of absence subject to the following conditions:

(a) The Employee is responsible for notifying the Hospital Administrator of her pregnancy as soon as possible but at least by the end of the third month of pregnancy.

(b) Requests for leaves of absence must be in writing to the Department Head.

(c) Before the end of the seventh month, the Employee must obtain from her physician a statement as to how long she may continue her employment and whether or not there are any restrictions in duties performed or hours worked. After the seventh month, the Hospital may require such statements periodically. If there are any restrictions and if they result in the Employee not being able to fulfill her job responsibilities, her leave of absence will have to begin at that point.

(d) Before returning to work from a maternity leave of absence the Employee must submit to the Department Head a written statement from her physician that she can medically resume her employment and on what date she may do so.

(e) If the Employee is eligible for and has accumulated sick leave benefits, such benefits are applicable to maternity leave provided:

1. Such benefits are limited to that portion of the maternity leave which is medically necessary as to the Employee's health; and

2. Such medical necessary is documented by a physician.

(f) The Employee is responsible for notifying the Department Head's office, within ninety (90) days after birth, of her plans to return to work. Failure to so notify or failure to return to work when released by her physician as being medically able to return to work shall be considered as an automatic quit.

Section 7. JURY DUTY.

(a) A full or part-time seniority Employee who is summoned and reports for jury duty or as an expert witness in a court of record, as prescribed by applicable law, shall be paid by the Hospital an amount equal to the difference, if any, between the amount of wages the Employee otherwise would have earned by working during straight time hours for the Hospital on the day

involved and the daily Jury Duty Fee or Expert Witness Fee paid by the Court, (not including travel allowances or reimbursement of expense), for each day in which he/she reports for or performs jury duty and one which he/she otherwise would have been scheduled to work for the Hospital. If the Employee reports for jury duty or as an expert witness and is excused in sufficient time, (four (4) or more working hours remaining on his/her shift) he/she shall report for work for the balance of the day. The provisions herein shall be interpolated so that afternoon and midnight shift Employees shall be treated equally with day shift Employees.

(b) In order to receive payment, an Employee must give the Hospital prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day for which he/she claims such payments. The provisions of this paragraph are not applicable to an Employee who without being summoned, volunteers for jury duty.

Section 8. MILITARY LEAVE.

(a) The Hospital shall abide by the applicable law with respect to leaves of absence due to military service, including National Guard duty.

(b) Full-time Employees who are members of an active Armed Forces Reserve or a National Guard Training Unit who serve up to two-week tour of active duty will be granted a leave of absence up to said two (2) weeks.

Section 9. GENERAL PROVISIONS RELATING TO LEAVES OF ABSENCE.

Any Employee returning from a leave of absence not in excess of sixty (60) days shall be returned to his/her same job and shift. When an Employee is on leave in excess of sixty (60) days, the Hospital will endeavor to hold the Employee's former position open for the duration of the leave of absence. Should it be necessary to fill the position, the returning Employee will be given the first open position of like classification and pay. In the meantime, the Employee will be given any available position he/she is capable of performing consistent with his/her seniority rights until he/she can be placed under this Section.

No Employee can return to work before the expiration of his/her leave or when the leave has no specific return date, unless he/she gives two (2) weeks prior notice to the Department Head. No Employee shall be paid for any leave of absence except as provided herein with respect to leaves specified as compensable, and paid sick leave.

Wage and vacation increments which occur during a leave of absence of up to one (1) year shall be honored as if the Employee were not on leave.

During the first ninety (90) days of a leave of absence an Employee will accrue sick leave and vacation benefits provided the Employee returns to work for at least ninety (90) days after the leave.

Unless otherwise provided herein time absent on non-compensable leave of absence shall not count toward an Employee's automatic progression from one step to the next in the wage scale, nor toward the time he/she is considered to be on probation upon transfer, nor in the computation of any other benefits of employment which are either wholly or partially based upon time actual worked by an Employee.

ARTICLE 11 HOURS OF WORK

Section 1. WORK PERIOD. The work period shall be defined as eighty (80) hours in two (2) calendar weeks (12:01 a.m. on Monday to 12:00 a.m. on Sunday of the second week) and the work day will consist of eight (8) hours.

Section 2. OVERTIME. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eighty (80) hours in any work period and eight (8) hours in any twenty-four (24) hour period commencing with the start of the Employee's shift.

(a) Any full-time Employee who is called to work on a scheduled day off will receive time and one half (1-1/2) for all hours worked.

(b) Any part-time Employee who is called into work with less than 48 hours notice will receive time and one half (1-1/2) for all hours worked.

Section 3. WEEKENDS. The Hospital will make reasonable efforts, consistent with staffing needs to give Employees, so desiring, every other weekend off, but this shall not be construed as a guarantee.

Section 4. EQUAL OVERTIME.

(a) Scheduled overtime will be equalized among the Employees within classification and shift, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such a manner that the Employees involved may check their standing.

(b) In the event Employees are needed for shifts or parts of shifts, seniority within the bargaining unit will be the governing factor, with low seniority Employees mandated to stay only after the call list has been exhausted.

Section 5. COMPUTATION OF HOURS WORKED. Time worked shall be computed on the quarter hour basis in the following manner:

If the Employee punches in 7 minutes after the start of the shift no pay will be deducted.

If the Employee punches in 8 minutes after the shift, 15 minutes pay will be deducted.

If the Employee punches out 7 minutes after the end of the shift, no overtime will be paid.

If the Employee punches out 8 minutes after the end of the shift, 15 minutes overtime will be paid.

The same principle shall apply to each 15 minute increment or decrement.

No overtime shall be paid without prior approval from the Department Head or immediate supervisor.

No Employee shall be permitted to work beyond the end of the shift to make up any time lost due to late arrival.

Employees shall be at their place of work at the start of the shift and shall not leave until the end of the shift without permission. Abuse of the above may result in discipline.

Section 6. COMPUTING BENEFITS. For the purpose of computing the benefits defined under this Agreement, paid vacation, paid holidays, paid funeral leave, and jury duty, shall be considered as hours worked.

Section 7. LUNCH PERIODS - REST PERIODS.

(a) Employees working an eight (8) hour shift shall receive a one-half hour non-paid lunch period to be taken consistent with the Employee's work load. Employees may leave the Hospital during their lunch period provided they punch out.

(b) Employees working an eight (8) hour shift shall receive one (1) fifteen (15) minute rest period in the first half of the Employee's shift and one (1) fifteen (15) minute rest period in the second half of the Employee's shift. Said rest periods shall be taken consistent with the Employee's work load.

ARTICLE 12
WORK RULES, SCHEDULES AND LOADS

Section 1. WORK RULES. All new work rules and regulations for which an Employee may be discharged for a first offense shall be posted and submitted to the Union in writing at least ten (10) calendar days prior to the effective date of the work rules.

The Union shall have until the effective date to object to the proposed work rule. In no event shall the effective date be less than ten (10) calendar days after the posting and notification to the Union.

If the Union objects to the proposed work rule, the Union may submit to the grievance procedure its objection within ten (10) calendar days of said notification. The failure of the Union to object within said ten (10) calendar days shall be deemed waiver of the Union's rights to object to the rule. Notification to the Union shall consist of the delivery of a copy of the new rule to the Unit Chairperson and mailing of same to the Union Business Representative.

The Union hereby acknowledges receipt of a copy of current Hospital rules and regulations only as of the execution date of this Agreement.

Section 2. WORK SCHEDULES. Work schedules shall be posted two (2) weeks in advance of the beginning of the next pay period. A copy of the work schedule, as originally posted, shall be given the Unit Chairperson at the time of posting.

Employees affected by any change in the posted work schedule shall be notified of such change promptly when possible.

Employees may trade scheduled work days provided the trade is within the same classification, with permission of the appropriate Department Head or his/her designee and the trade does not result in overtime and does not affect the staffing patterns.

Section 3. WORK LOADS. The Hospital subscribes to the principle of reasonable work loads whenever possible and consistent with the Hospital's needs.

ARTICLE 13
WORKING SUPERVISORS

It is agreed by the Hospital and the Union that supervisors, professional and confidential Employees, sometimes perform all of the regular duties that are currently performed by their subordinates or other bargaining unit Employees. Such a

performance of these duties is necessitated by the size of the departments of the Hospital. It is understood and agreed that all of the supervisors, professional and confidential Employees of the Hospital can continue to perform all of the duties that they are now performing and that are performed by their subordinates or other bargaining unit Employees, as they have in the past.

ARTICLE 14
INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Hospital'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 Hospital-patient relationships.

ARTICLE 15
PHARMACY PURCHASES - HOSPITAL CHARGES

Section 1. PHARMACY PURCHASES. An Employee covered hereby, whether full-time or part-time, shall be entitled to purchase at the Hospital's cost, without any markup for themselves and their immediate family, non-prescription items regularly stocked by the Hospital pharmacy or prescription items usually provided by said Hospital pharmacy. Immediate family is defined as those persons whom the Employee declares on their Internal Revenue Service Income Tax Return. The Hospital, at its option, may require proof of declaration.

Section 2. HOSPITAL CHARGES. Employees, their spouses, and their dependents (as defined by the IRS) are eligible for a fifty (50%) percent discount of the uninsured portion of their bills for services provided by West Shore Hospital. If the Employee has no health benefit coverage, this discount will be fifty (50%) percent of that portion which would not have been covered under the Hospital's health benefit plan. The bill must be paid or payment arrangements must be made within sixth (60) days of billing in order to receive the discount.

ARTICLE 16
GENERAL CONDITIONS

Section 1. NO DISCRIMINATION. The Hospital and the Union shall not discriminate against any Employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap unrelated to the individual's ability to perform his/her job or position.

Section 2. HEALTH AND SAFETY. The Hospital shall make reasonable provisions for the health and safety of its Employees during the hours of their employment. The Hospital and the Union

will cooperate in maintaining said reasonable provisions for health and safety.

Section 3. PHYSICAL EXAMINATION. The Hospital reserves the right to require an Employee on Hospital time to submit to physical and/or mental examination, tests and X-rays, if deemed advisable and at the Hospital's cost.

Section 4. EMPLOYEE DEATH. In case of an Employee's death, payment of accrued wages or economic benefits shall be paid to legal heirs of the Employee or his/her estate.

Section 5. UNION BULLETIN BOARD. The Hospital will provide a bulletin board in the Hospital, in the area of the time clock, to be used by the Union for posting of notices of Union meetings and other Union business.

Section 6. PAY DAY. Pay day will be every other week on Thursday after 2:30 p.m.

Section 7. NOTICE OF ADDRESS AND/OR STATUS CHANGE. Employees shall notify the Personnel Department of any change of name, address, marital status or number of dependents promptly. The Hospital shall be entitled to rely upon the Employee's last name, address, marital status and number of dependents shown on its records for all purposes involving his/her employment and this Agreement.

Section 8. USE OF PRONOUNS. Whenever reference is made in this Agreement to the male pronouns -- he, him, etc., it is intended and shall be deemed to include reference to the equivalent female pronouns - - she, her, etc.

Section 9. REFERENCE STATEMENT. When requested by an Employee, the Hospital will send a written statement of employment verification to said Employee's prospective employer.

Section 10. MEAL DISCOUNT. The Hospital shall continue to provide meals in its cafeteria for Employees at a discount. If an Employee is called away from his/her meal and is unable to complete it, the meal shall be replaced or the Employee shall be reimbursed the amount which he/she paid for that meal. The Employee is responsible for notifying his/her supervisor of the loss of said meal.

Section 11. CO-OPERATIVE STUDENTS. The Hospital retains the right to employ co-operative students, as in the past, who shall not be members of the Union and whose terms and conditions of employment shall not be subject to this Agreement. This provision cannot be used to displace bargaining unit members.

Section 12. EDUCATIONAL ASSISTANCE. The Hospital will

continue the tuition reimbursement policy in place at the time the of ratification of this contract.

Section 13. JOB DESCRIPTIONS. The Employee's job description will be available in the Department Head's office and/or the Administrator's office and may be reviewed upon request when the Department Head, Administrator or his/her designee is present.

Section 14. PERSONAL DAYS. Full-time personnel may receive up to six (6) personal days without pay per year for justifiable purposes (as determined by Department Head or his/her designee) if submitted on the Employee Status Form fifteen (15) days prior to the posting of the work schedule. Exceptions beyond the six (6) days will be considered on an individual basis.

Section 15. CREDIT UNION DEDUCTION. Every reasonable effort shall be made to transfer, by mail, to the Credit Union the authorized deductions on Friday following each pay day.

Section 16. EVALUATIONS. Supervision shall prepare a written performance evaluation for each Employee at the completion of the probationary period and once each year thereafter. After the evaluation has been discussed with the Employee, the Employee shall sign the evaluation to indicate that it has been reviewed with him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. A copy of the evaluation shall be made available to the Employee if he/she requests. An Employee, if he/she wishes, may comment in writing on the evaluation. The written comments shall be attached to the evaluation.

Section 17. SUPERVISORY POSITION. The Hospital will not require a bargaining unit Employee to perform in a supervisory position. In the event that an Employee is asked by the Hospital to perform temporary supervisory responsibilities of that department in which the Employee is employed, the Employee shall receive a pay differential of ten percent (10%) in addition to the base pay if the responsibility is accepted. The supervisory differential shall apply to a period of eight (8) hours or more. The Hospital retains the right to determine who the temporary supervisor shall be. While the Employee is acting as the temporary supervisor he/she shall act in the best interests of the management of the Hospital and shall report interests of the management of the Hospital and shall report directly to the Administrator or his/her designee. Any disciplinary matters will be referred to the Administrator or his/her designee.

**ARTICLE 17
SEPARABILITY AND SAVINGS CLAUSE**

Section 1. INVALIDITY. If any Article or Section of

MEMORANDUM OF UNDERSTANDING


IT IS UNDERSTOOD AND AGREED BY THE SIGNATURES HERETO, that for purposes of Article 18, Section 4, QUALIFICATIONS, paragraph 2 the statement "Employees must work their last scheduled working day preceding the holiday and their next scheduled working day following the holiday unless they have been previously excused by the Hospital. An Employee scheduled (including trades and call-in) to work on a holiday and who fails to report for work, and whose absence is not because of an approved trade, shall forfeit all pay for that holiday" shall be amended as follows for FLOATING HOLIDAYS ONLY:

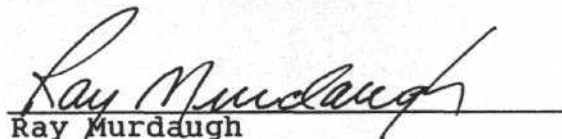
"If the absence of the Employee on the last scheduled day preceding the Floating Holiday or their next working day following the scheduled Floating Holiday is due to an illness the pay forfeiture statement shall not apply, it is further understood and agreed that the Employee may be required to provide the Hospital proof of the illness before payment of the Floating Holiday is granted.

It is further understood and agreed that the above changes are NOT applicable to any other eligible holiday.

By West Shore Hospital

By Service Employees
International
Union - Local 79


Burton O. Parks
Administrator


Ray Murdaugh
Business Representative

9-25-92

Date

9-24-92

Date

this Agreement 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 to this Agreement 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...

Section 2. COLLECTIVE BARGAINING. 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.

ARTICLE 18 HOLIDAYS

Section 1. HOLIDAY PAY. All full-time Employees shall receive eight (8) hours pay at their straight time regular rate exclusive of all premium pay for each of the following eleven (11) recognized holidays provided the Employee is eligible under the rules established in this Agreement:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Floating Holiday
Floating Holiday
Floating Holiday

Request for floating holiday shall be presented to the supervisor or Department Head fifteen (15) days prior to the posting of the schedule. The granting of such holiday shall be based upon seniority and consistent with the staffing needs of the particular department in which the Employee works. Floating holidays will be determined on the basis of an October 1 through September 30 year.

Section 2. HOLIDAYS WORKED. Employees shall be expected to work on holidays equally as necessary and shall be paid time-and-one-half (1 1/2) for all hours worked, in addition to their holiday pay. An Employee who works on a holiday for which he/she has not been scheduled shall receive double time for all hours worked in addition to holiday pay unless working because of a

trade.

Section 3. PART-TIME EMPLOYEES. Part-time Employees who work on holidays shall be paid time-and-one-half (1 1/2) for all hours worked, in addition to one (1) hour holiday pay for each actual hour worked but shall not receive holiday pay unless they work on the holiday. Part-time Employees shall be paid for two (2) floating holidays each contract year.

Section 4. QUALIFICATIONS. In order for a seniority Employee to qualify for holiday pay when not scheduled to work the holiday, the following shall apply:

Employees must work their last scheduled working day preceding the holiday and their next scheduled working day following the holiday unless they have been previously excused by the Hospital. An Employee scheduled (including trades and call-in) to work on a holiday and who fails to report for work, and whose absence is not because of an approved trade, shall forfeit all pay for that holiday. (An Employee who works on a holiday shall not be given a substitute day off but, shall work their full normal work schedule).

Section 5. HOLIDAY DURING VACATION. When one of such holidays falls within an eligible Employee's approved vacation period and he/she is absent from work because of such vacation, he/she shall be paid for that holiday in addition to his/her vacation pay.

Section 6. HOLIDAY DURING LAY-OFF. An Employee who is on layoff or on a non-compensable leave of absence at the time such holiday occurs will not be paid for that holiday.

Section 7. HOLIDAY WHILE INCAPACITATED. In no case will the Employee be eligible for holiday pay if at the time of the holiday he/she is off work drawing Workers' Compensation, sick leave pay, or any other form of pay.

Section 8. BIRTHDAY HOLIDAY. In the case of the birthday holiday, full-time Employees may elect to take this holiday any time during the two-week pay period in which it falls. If a full-time Employee works their birthday and elects to take this holiday at another time during the two-week pay period in which the birthday falls, they will not be paid time and one-half for working on their birthday. They will, however, be paid holiday pay for the day they take in lieu of the birthday. For the purposes of requesting a day off in lieu of the birthday holiday, the Employee will present the request to the supervisor or Department Head fifteen (15) days prior to the posting of the schedule. The granting of such holiday shall be based upon seniority and consistent with the staffing needs of the particular department in which the Employee works.

Section 9. CHRISTMAS AND NEW YEAR'S. For the purposes of computing holiday pay, the Christmas holiday will begin with the afternoon shift on December 24 and close with the end of the day shift on December 25. The New Year's holiday will begin with the afternoon shift on December 31 and will close with the end of the day shift on January 1.

**ARTICLE 19
INSURANCE AND PENSION**

Section 1. MEDICAL BENEFIT PLAN. The Hospital agrees to continue the Medical Benefit Plan coverages, subject to Section 3 below, in effect for Employees at the time of ratification of this Agreement. For full-time Employees, the full premium for family coverage at the level of benefits in effect on the date of the execution of this Agreement will be paid for by the Hospital.

Section 2. PART-TIME. Part-time Employees shall receive single subscription coverage.

Section 3. UTILIZATION REVIEW. Attached as Schedule A is the Utilization Review program that shall apply during the term of this Agreement.

Section 4. DENTAL. The Hospital will maintain single subscriber dental insurance at the level of benefits in effect on the date of the extension of this Agreement for Employees covered by this Agreement.

Section 5. NEWLY HIRED EMPLOYEES. Coverage for newly hired regular Employees will begin on the first day of the month following completion of the probationary period. Coverage for Employees returning from non-compensable leave of absence or a lay-off will begin on the first day of the month following the Employee's return to work.

Section 6. GENERAL AND PROFESSIONAL LIABILITY INSURANCE. The Hospital shall maintain general and professional liability insurance which provides coverage for Employees.

Section 7. LIFE INSURANCE.

(a) The Hospital agrees to maintain a term life insurance policy in the principle amount of \$10,000.00 for death, and an additional \$10,000.00 for accidental death and dismemberment, on each of its full-time Employees in the bargaining unit set forth herein.

(b) The Hospital agrees to maintain a term life insurance policy in the principle amount of \$3,000.00 for death and an additional \$3,000.00 for accidental death and dismemberment, on each of its part-time Employees in the bargaining unit set forth herein.

(c) Employees shall, on leaving Hospital employment, have the right to convert this policy to an individual policy if they so desire.

Section 8. PENSION PLAN. The Hospital will continue to provide the pension plan presently in effect. All Employees shall be eligible for participation in the pension after the completion of one (1) year of service provided they are twenty-one (21) years of age or older and have worked at least 1,000 hours in that year. The Hospital's total contribution shall be a total of 6.5% based upon the definitions and specifications of the plan as approved by the Internal Revenue Service. This benefit shall be effective January 1 of each year following the above mentioned dates in accordance with the construction and specifications of the pension plan and the Internal Revenue Service. This benefit shall be effective January 1 of each year following the above mentioned dates in accordance with the construction and specifications of the pension plan and the contract which the Hospital holds with the carrier of that plan.

Section 9. CONTINUATION OF HOSPITAL MEDICAL INSURANCE WHILE ON WORKERS' COMPENSATION. The Hospital shall continue to provide, at no cost to the Employee, Hospital medical insurance coverage for a one (1) year period while on Workers' Compensation for disability.

ARTICLE 20 VACATIONS

Section 1. AMOUNT OF VACATION. Paid vacations are made according to the following schedule on a forty (40) hour week:

(a) At the end of one year to the completion of the fourth year - 10 days' pay.

(b) From the end of the fourth year to the completion of the sixth year - 13 days' pay.

(c) From the end of the sixth year to the completion of the eleventh year - 15 days' pay.

(d) From the end of the eleventh year to the completion of the sixteenth year - 20 days' pay.

(e) From the end of the sixteenth year and thereafter - 25 days' pay.

Section 2. VACATION ELIGIBILITY.

(a) **FULL-TIME EMPLOYEES.** A full-time Employee shall receive full vacation if such Employee has worked not less than

one thousand eight hundred twenty (1820) straight time hours in the twelve (12) month period ending with his/her anniversary date. Full-time Employees working less than one thousand eight hundred twenty (1820) straight time hours in such period shall receive only that part of vacation as shall be determined by the application of a fraction in which the numerator shall be the straight time hours worked in such year, and the denominator shall be one thousand eight hundred twenty (1820) straight time hours.

(b) **PART-TIME EMPLOYEES.** A part-time Employee upon completion of a twelve (12) month period ending with his/her anniversary date shall receive that part of a vacation as shall be determined by the application of a fraction in which the numerator shall be the straight time hours worked in such year, and the denominator shall be two thousand eighty (2080) straight time hours.

Section 3. ANNIVERSARY DATE. No vacation pay will be given prior to the anniversary date of employment. If a vacation request is granted and the Employee's services are terminated prior to the first annual anniversary date of employment, no vacation shall be paid. Any Employee who terminates after completion of one (1) year or two thousand eighty (2080) hours, is entitled to unused vacation days, provided said Employee gives two (2) weeks notice of termination as provided in Article 5, Section 12.

Section 4. VACATION SCHEDULES. Vacation schedules shall be prepared on the basis of seniority, provided, however, that advance notice is given by a senior Employee no later than forty-five (45) days from the time the vacation is commenced. Failure to give said notice as outlined above shall result in vacation being granted in the order vacation requests are received regardless of seniority. In any event, an Employee must notify the Hospital at least forty (40) days prior to the commencement of the proposed vacation and the Hospital shall notify the Employee no later than thirty (30) days from the commencement of the vacation period of approval or disapproval of the proposed vacation.

Section 5. LIMIT NUMBER ON VACATION. The Hospital reserves the right to limit the number of Employees on vacation at any time so as not to interfere with Hospital's functions.

Section 6. VACATION CARRYOVER. Employees may carry over earned vacation from one year to the next provided it does not exceed two (2) years accumulation and provided further, at the sole discretion of the Hospital, the Hospital may limit the Employee to taking no more than fifty (50%) percent of said Employee's accrued vacation at any one time.

Section 7. OPTION OF PAY. Upon request by an Employee and with the agreement of the Hospital, an Employee may elect to work and receive vacation pay for which the Employee is eligible. Approval of such requests shall be at the sole discretion of the

Hospital. Exercising this option shall not result in the payment of overtime. Such requests shall be made two (2) weeks prior to the pay day in which the Employee wishes to receive the vacation pay.

Section 8. VACATION PAY REQUEST. An Employee who wishes to receive his/her vacation pay in advance of his/her vacation, provided it has been earned, shall notify the business office two (2) weeks in advance of the pay day prior to commencement of vacation. Otherwise, vacation pay shall be paid in the usual pay sequence as in the past.

ARTICLE 21 WAGE SCHEDULE

Attached hereto as Appendix "A" is the wage schedule for Employees, hired prior to May 4, 1988, which has been agreed upon by the parties and made a part of this contract and shall be effective December 2, 1991. Attached hereto as Appendix "B" is the wage schedule for Employees, hired on or after May 4, 1988, which has been agreed upon by the parties and made a part of this contract and shall be effective December 2, 1991. There shall be a wage reopener effective December 1, 1993.

ARTICLE 22 ANCILLARY PAY

Section 1. REPORT IN PAY. Unless notified by the Hospital two (2) hours prior to the start of the Employee's shift an Employee who reports for work at a time designated by the Hospital, without being notified otherwise, shall work a minimum of four (4) hours or receive a minimum of four (4) hours pay at the Hospital's choice, unless they are receiving standby pay or they are released from work by the Hospital due to an emergency beyond the Hospital's control that was not due to the Hospital's negligence. This section shall not apply to Employees who are sent home for disciplinary reasons or by their own request.

Section 2. STANDBY PAY. Standby pay of (\$1.00) dollar per hour shall be paid to Employees while said Employees are on standby in accordance with the Hospital's past practice.

Section 3. CALL IN. An Employee called in under this section shall receive compensation for two (2) hours or time actually worked, whichever is greater, at the rate of one and one-half (1 1/2) times the Employee's straight time rate. An Employee choosing to take call pay rather than work a scheduled shift will be paid as they have in the past for hours worked at straight time subject to overtime provisions in Article 11, Section 2.

Section 4. CALL BACK PAY ON DAY OFF. All full-time Employees shall receive time and a half (1 1/2) when called in on a scheduled day off. Regular part-time Employees when called in on a scheduled day off shall receive time and a half (1 1/2)

provided they have received less than forty-eight (48) hours notice of a change in the schedule.

Section 5. CALL BACK PAY. An Employee called back to work after completion of a shift and departure from the premises shall receive time and one-half (1 1/2) for two (2) hours or actual time worked, whichever is greater.

Section 6. SHIFT PREMIUM. All Employees working the afternoon shift shall receive twenty (\$.20) cents per hour shift differential and all Employees working on the midnight shift shall receive a twenty-five (\$.25) cents per hour shift differential.

An Employee must work three or more consecutive hours beginning at or after 2:00 p.m. for afternoon shift differential. An Employee must work three or more consecutive hours beginning at or after 10:00 p.m. but before 3:00 a.m. for midnight shift differential.

Section 7. DIFFERENTIAL PAY. Kitchen Checkers shall receive twenty (\$.20) cents per hour differential above their regular pay while in charge.

Section 8. EMT DIFFERENTIAL PAY. EMT-B's shall receive a differential of forty (\$.40) cents per hour while on an ambulance run.

ARTICLE 23 PERSONAL APPEARANCE

Proper personal appearance in a public institution which serves the sick and injured is important and a condition of employment.

UNIFORMS. Uniforms, whether required by custom or tradition, shall be the responsibility of the individual Employee. Such uniforms shall meet the test of appropriateness in terms of style as it applies to a hospital setting. Persons not required to wear uniforms shall dress appropriately for their particular job, keeping in mind the hospital setting. The Hospital reserves the right to determine appropriateness.

HAIR. Hair shall be neat and clear and hair net shall be worn where required.

JEWELRY. Pins - professional only. Rings - wedding, engagement or class only. Earrings - small studs if ears are pierced. Non-Patient care areas - jewelry in moderation.

MAKEUP. Makeup shall be used only moderately.

**ARTICLE 24
NO STRIKES**

Section 1. No Employee or Employees during the term of this Agreement, shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Hospital. Furthermore, no Employee or Employees shall engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, or interference of any sort whatsoever with any of the normal operations of the Hospital, or in any conduct which causes or results in such interference. Any Employee or Employees who engage in any of such prohibited conduct shall be subject to discipline or discharge. The Grievance Procedure set forth herein provides the sole remedy for the settlement of Employee grievances, and for review of disciplinary actions by the Hospital under this section.

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

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

**ARTICLE 25
MODIFICATION OF CONTRACT**

If the parties mutually agree, in writing, to so negotiate, the parties may negotiate modifications in the non-economic only terms, provisions or conditions of this Agreement at anytime during the term thereof, provided, however, that the Union may not exercise any economic sanctions including strikes or slowdowns, in an attempt to enforce this section or any demands made during any negotiations under this section.

**ARTICLE 26
FINALITY**

No subject matter negotiated to conclusion and inserted into, reaffirmed or rejected in the Agreement will be proper subject for further negotiation or grievance unless mutually agreed to otherwise by the parties.

**ARTICLE 27
DURATION**

Section 1. EFFECTIVE DATE. The effective date of this Agreement shall be December 1, 1991.

Section 2. TERMINATION. This Agreement shall remain in

full force and effect for three (3) years, covering the period December 1, 1991 to and including November 30, 1994, and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

WEST SHORE HOSPITAL

By: Betty Johnson
Betty Johnson
Secretary of the Board

By: Burton O. Parks
Burton O. Parks
Administrator

HOSPITAL EMPLOYEES DIVISION,
LOCAL 79, SERVICE EMPLOYEES
INTERNATIONAL UNION AFL-CIO

By: _____
Paul Policicchio
Its President

By: NOT REQUIRED per R. Murdaugh
Kenneth Davis
West Michigan Coordinator

By: Ray Murdaugh
Ray Murdaugh
Business Representative

By: Joanne Carlson
Joanne Carlson
Bargaining Committee Member

By: Carol Danison
Carol Danison
Bargaining Committee Member

By: Gerald Groll
Gerald Groll
Bargaining Committee Member

APPENDIX A
12/02/91 to 11/29/92

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1	\$6.71	\$7.06	\$7.19	\$7.30	\$7.44	\$7.55
2 Dishwasher	\$6.82	\$7.19	\$7.30	\$7.44	\$7.55	\$7.68
3 Cafeteria Aide Housekeeping Maid Nursing Assist.	\$6.93	\$7.30	\$7.44	\$7.56	\$7.68	\$7.78
4 Cook Seamstress PT Aide Nurse Aide Gen. & Ther. Aide	\$7.07	\$7.46	\$7.59	\$7.74	\$7.88	\$8.01
5 Purch. Clerk Storeroom Clk Dietary Checker Janitor Laboratory Aide X-Ray Clerk Ward Clerk Dietary Relief	\$7.21	\$7.58	\$7.71	\$7.85	\$8.00	\$8.13
6 Admitting Clerk/ Switchboard Pharmacy Tech Med. Rec. Clk./Typ. CP Assistant Central Scheduler Gen Supp Clerk	\$7.30	\$7.70	\$7.84	\$7.98	\$8.10	\$8.25
7 Data Ent. Clk. Lab Secretary Coder Abstractor Ins. Aide/Cashier Collector Program Asst.	\$7.43	\$7.84	\$8.00	\$8.15	\$8.29	\$8.45
8 Painter MR Transcriptionist MR Practitioner Receiving Clerk Head Cook Data Ent/Comp Op	\$8.16	\$8.61	\$8.79	\$8.96	\$9.13	\$9.34

APPENDIX A
12/02/91 to 11/29/92

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
9 Insurance Clerk Computer Operator	\$8.36	\$8.86	\$9.02	\$9.20	\$9.40	\$9.58
10 Maintenance	\$8.60	\$9.09	\$9.32	\$9.49	\$9.69	\$9.89
11	\$8.90	\$9.42	\$9.63	\$9.86	\$10.05	\$10.29
12 Electrician	\$9.18	\$9.73	\$9.94	\$10.14	\$10.38	\$10.61

APPENDIX B
12/02/91 to 11/29/92

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR
3 Dishwasher Housekeeping Aide Cafeteria Aide Linen Aide Unit Assistant	\$5.11	\$5.26	\$5.41	\$5.70	\$5.93
4 Janitor Nurse Aide Phys Ther Aide Cold Food Worker	\$5.42	\$5.57	\$5.73	\$6.05	\$6.32
5 Cook Admitting Clerk MR Clerk Typist Storeroom Clerk Painter Laboratory Aide EKG/EEG Tech Receptionist/Oper Ward Clerk Dietary Relief Wkr Diet Clerk Patient Accts Asst Radiology Sctry	\$5.79	\$5.96	\$6.13	\$6.48	\$6.99
6 Maintenance Worker Pharmacy Tech Transcriptionist Central Supp Asst Data Ent/Comp Op MR Practitioner Collector Program Asst	\$6.38	\$6.55	\$6.75	\$7.13	\$7.51
7 Coder/Abstractor Billing Clerk Head Cook	\$6.76	\$6.95	\$7.16	\$7.54	\$7.99
8 Phys Ther Asst Maintenance Wkr II	\$7.28	\$7.49	\$7.70	\$8.12	\$8.64

APPENDIX A
11/30/92 to 05/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1	\$6.84	\$7.20	\$7.33	\$7.45	\$7.59	\$7.70
2 Dishwasher	\$6.96	\$7.33	\$7.45	\$7.59	\$7.70	\$7.83
3 Cafeteria Aide Housekeeping Maid Nursing Assist.	\$7.07	\$7.45	\$7.59	\$7.71	\$7.83	\$7.94
4 Cook Seamstress PT Aide Nurse Aide Gen. & Ther. Aide	\$7.21	\$7.61	\$7.74	\$7.89	\$8.04	\$8.17
5 Purch. Clerk Storeroom Clk Dietary Checker Janitor Laboratory Aide X-Ray Clerk Ward Clerk Dietary Relief	\$7.35	\$7.73	\$7.86	\$8.01	\$8.16	\$8.29
6 Admitting Clerk/ Switchboard Pharmacy Tech Med. Rec. Clk./Typ. CP Assistant Central Scheduler Gen Supp Clerk	\$7.45	\$7.85	\$8.00	\$8.14	\$8.26	\$8.42
7 Data Ent. Clk. Lab Secretary Coder Abstractor Ins. Aide/Cashier Collector Program Asst.	\$7.58	\$8.00	\$8.16	\$8.31	\$8.46	\$8.62
8 Painter MR Transcriptionist MR Practitioner Receiving Clerk Head Cook Data Ent/Comp Op	\$8.32	\$8.78	\$8.97	\$9.14	\$9.31	\$9.53

APPENDIX A
11/30/92 to 05/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
9 Insurance Clerk Computer Operator	\$8.53	\$9.04	\$9.20	\$9.38	\$9.59	\$9.77
10 Maintenance	\$8.77	\$9.27	\$9.51	\$9.68	\$9.88	\$10.09
11	\$9.08	\$9.61	\$9.82	\$10.06	\$10.25	\$10.50
12 Electrician	\$9.36	\$9.92	\$10.14	\$10.34	\$10.59	\$10.82

APPENDIX B
11/30/92 to 05/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR
3 Dishwasher Housekeeping Aide Cafeteria Aide Linen Aide Unit Assistant	\$5.21	\$5.37	\$5.52	\$5.81	\$6.05
4 Janitor Nurse Aide Phys Ther Aide Cold Food Worker	\$5.53	\$5.68	\$5.84	\$6.17	\$6.45
5 Cook Admitting Clerk MR Clerk Typist Storeroom Clerk Painter Laboratory Aide EKG/EEG Tech Receptionist/Oper Ward Clerk Dietary Relief Wkr Diet Clerk Patient Accts Asst Radiology Sctry	\$5.91	\$6.08	\$6.25	\$6.61	\$7.13
6 Maintenance Worker Pharmacy Tech Transcriptionist Central Supp Asst Data Ent/Comp Op MR Practitioner Collector Program Asst	\$6.51	\$6.68	\$6.89	\$7.27	\$7.66
7 Coder/Abstractor Billing Clerk Head Cook	\$6.90	\$7.09	\$7.30	\$7.69	\$8.15
8 Phys Ther Asst Maintenance Wkr II	\$7.43	\$7.64	\$7.85	\$8.28	\$8.81

APPENDIX A
05/31/93 to 11/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1	\$6.98	\$7.34	\$7.48	\$7.60	\$7.74	\$7.85
2 Dishwasher	\$7.10	\$7.48	\$7.60	\$7.74	\$7.85	\$7.99
3 Cafeteria Aide Housekeeping Maid Nursing Assist.	\$7.21	\$7.60	\$7.74	\$7.86	\$7.99	\$8.10
4 Cook Seamstress PT Aide Nurse Aide Gen. & Ther. Aide	\$7.35	\$7.76	\$7.89	\$8.05	\$8.20	\$8.33
5 Purch. Clerk Storeroom Clk Dietary Checker Janitor Laboratory Aide X-Ray Clerk Ward Clerk Dietary Relief	\$7.50	\$7.88	\$8.02	\$8.17	\$8.32	\$8.46
6 Admitting Clerk/ Switchboard Pharmacy Tech Med. Rec. Clk./Typ. CP Assistant Central Scheduler Gen Supp Clerk	\$7.60	\$8.01	\$8.16	\$8.30	\$8.43	\$8.59
7 Data Ent. Clk. Lab Secretary Coder Abstractor Ins. Aide/Cashier Collector Program Asst.	\$7.73	\$8.16	\$8.32	\$8.48	\$8.63	\$8.79
8 Painter MR Transcriptionist MR Practitioner Receiving Clerk Head Cook Data Ent/Comp Op	\$8.49	\$8.96	\$9.15	\$9.32	\$9.50	\$9.72

APPENDIX A
05/31/93 to 11/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
9 Insurance Clerk Computer Operator	\$8.70	\$9.22	\$9.38	\$9.57	\$9.78	\$9.97
10 Maintenance	\$8.95	\$9.46	\$9.70	\$9.87	\$10.08	\$10.29
11	\$9.26	\$9.80	\$10.02	\$10.26	\$10.46	\$10.71
12 Electrician	\$9.55	\$10.12	\$10.34	\$10.55	\$10.80	\$11.04

APPENDIX B
05/31/93 to 11/30/93

CLASS	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR
3 Dishwasher Housekeeping Aide Cafeteria Aide Linen Aide Unit Assistant	\$5.31	\$5.48	\$5.63	\$5.93	\$6.17
4 Janitor Nurse Aide Phys Ther Aide Cold Food Worker	\$5.64	\$5.79	\$5.96	\$6.29	\$6.58
5 Cook Admitting Clerk MR Clerk Typist Storeroom Clerk Painter Laboratory Aide EKG/EEG Tech Receptionist/Oper Ward Clerk Dietary Relief Wkr Diet Clerk Patient Accts Asst Radiology Sctry	\$6.03	\$6.20	\$6.38	\$6.74	\$7.27
6 Maintenance Worker Pharmacy Tech Transcriptionist Central Supp Asst Data Ent/Comp Op MR Practitioner Collector Program Asst	\$6.64	\$6.81	\$7.03	\$7.42	\$7.81
7 Coder/Abstractor Billing Clerk Head Cook	\$7.04	\$7.23	\$7.45	\$7.84	\$8.31
8 Phys Ther Asst Maintenance Wkr II	\$7.58	\$7.79	\$8.01	\$8.45	\$8.99

APPENDIX C

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY UNDERSTOOD AND AGREED, BY AND BETWEEN THE PARTIES SIGNATORY HERETO, that for the purposes of scheduling holidays to be worked that if an Employee is scheduled to work on a holiday and does not work that holiday because of trade, volunteering off or being cut, the Employee shall not be scheduled to work that holiday for the following year; except, however, should the Hospital determine that because of circumstances such as vacations, leaves of absence, illness of Employees, increase in census, emergencies or other similar circumstances it is necessary to schedule the Employee the Hospital may do so.

IT IS FURTHER UNDERSTOOD AND AGREED, that the no-fault exclusion set forth in Schedule C shall apply unless the injuries received in an accident do not involve a car or other motor vehicle as defined under Michigan law.

IT IS FURTHER UNDERSTOOD AND AGREED, that an Employee called and requested to go directly to another hospital or location to pick up blood or supplies shall be paid from the time of the call per Article 22, Section 3. If using a non-hospital vehicle he/she shall be paid mileage at the Hospital's current rate.

IT IS FURTHER UNDERSTOOD AND AGREED, that a new position was created as a result of negotiations culminating in the 1981 Agreement which provides for the classification of "Dietary Relief." An Employee who performs three or more of the following jobs shall fall into the classification of Dietary Relief. Those jobs are: Cafeteria Aide, Dietary Checker, Dietary Housekeeper, Dishwasher, Cook, Head Cook, and General and Therapeutic Diet Aide.

IT IS FURTHER UNDERSTOOD AND AGREED, that a Dietary Relief person's overtime shall be compared to the overtime of the other Employees in the classification where overtime is needed. By way of example, but not by way of limitation, overtime shall be distributed as follows:

Example 1. An Employee is needed to work the Cook's position, the Dietary Relief person has worked three overtime days and the available Cook has worked two overtime days. The Cook shall be called in to work the overtime.

Example 2. An Employee is needed to work the Checker's position and the Dietary Relief person has

worked two overtime days, while the available Checker has worked four overtime days. Then, the Dietary Relief person shall be called in to work the overtime.

IT IS FURTHER UNDERSTOOD AND AGREED, that a part-time Employee who works or is scheduled to work full time hours (i.e. seventy (70) hours or more per pay period) for more than sixty (60) days shall receive full time benefits for the period of time he/she is working or scheduled to work full-time hours. Similarly, a full-time Employee who works or is scheduled to work part-time hours (i.e. less than seventy (70) hours per pay period) for more than sixty (60) days shall receive part-time benefits for the period of time he/she is working or is scheduled to work part-time hours.

IT IS FURTHER UNDERSTOOD AND AGREED, that in recognition of the two (2) hour notice provisions of Article 5, Section 13(c) and Article 22, Section 1 the GRASP data used to make staffing adjustments in the Nursing Department shall be reported not less than one (1) hour before notification calls are to be made. GRASP data may also be reported at those times necessary to evaluate changes in patient care needs or additional staffing requests.

IT IS FURTHER UNDERSTOOD AND AGREED, that for the purposes of returning an injured Employee to work, the Union may waive the seniority rule set forth in this Collective Bargaining Agreement. This waiver of seniority rule may be granted only if (1) requested by the Hospital; (2) the injured Employee has a work restriction from the treating physician which does not allow the Employee to return to his/her regular position; (3) the Hospital and the Union have held a meeting to discuss the specifics of the situation and the impact of the seniority rules waiver; and (4) the Union agrees to grant the requested waiver.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Union and the Hospital may waive the seniority rules set forth in this Collective Bargaining Agreement to comply with the requirements of the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act to fill an open position. This waiver of seniority rules may be granted only if the waiver is necessary to accommodate an employee as required under either Act, the Hospital and the Union have held a meeting to discuss the specifics of the accommodation and the impact of the waiver, and the Union and the Hospital agree to grant the waiver.

IT IS FURTHER UNDERSTOOD AND AGREED, that if an employee is missed on the call list, the Employee is required to report a missed call within three (3) working days to the Personnel Secretary. If, after an investigation, the Hospital determines the

Employee had been missed on the call list, the Employee will be paid for the missed time.

THE UNDERSIGNED PARTIES HEREBY AGREE that should the Hospital determine to post a position of Electrician, that the rate of pay for same shall be that set forth in Appendix A. That should a current employee of the Hospital bid upon that position, whether the employee is one paid on Appendix A or Appendix B, the provisions of Article V, Seniority, Section 9 - Promotions - shall apply in establishing the individual's rate of pay based upon his/her entry date into the position. Thereafter, his/her rate of pay shall be adjusted on the anniversary date of his/her dated entry into the position and not their seniority date unless both the anniversary date of entering into the position and the seniority date happen to be the same date. For purposes of all other benefits under the contract, the individual's seniority date with the Hospital shall control.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

DAILY LAY-OFF TRIAL PERIOD

IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES SIGNATORY HERETO, that the Hospital and the Union agree that Article 5, Section 13 (c) - Daily Lay-Off - shall be modified as set forth below for a six (6) month trial period. During the trial period, an affected Employee may bump the least senior Employee in the affected classification scheduled to work on either of the next two (2) successive shifts. The Employee who is bumped may in turn bump the least senior Employee in the affected classification scheduled to work on either of the next two (2) successive shifts following the shift the Employee was bumped from.

The parties shall meet periodically during the trial period to review the effects of the modification to the daily lay-off bumping procedure. At the end of the trial period, the parties may agree to extend the trial period and/or alter the modification. If at the end of the trial period(s) the modification(s) is not satisfactory to the Hospital, the affected classification scheduled to work on the next two (2) successive shift shall resume and remain the procedure for the duration of the contract.

SCHEDULE A

Hospital Utilization Review Components

The following components are designed and implemented as part of a total hospital utilization review program.

Pre-Admission Review: Approximately 40% of all hospital admissions are scheduled in advance. These are commonly referred to as "elective" or "non-emergency" admissions because of the ability to plan the hospital stay in advance. Elective admissions present an excellent opportunity to reduce hospital days and expenses. Pre-admission review managers elective admissions by having a registered nurse work with the physician to plan the hospitalization in advance. In some cases, the treatment or procedure may be done on an outpatient basis, thereby entire stay itself is reduced by continuous dialogue between the nurse and the physical, which assures the actual time spent in the hospital is appropriate for the patient. The Nurse Coordinator will know and understand the benefits package of the employer so that, if provided, other cost reduction techniques will be utilized. These techniques include:

1. same day surgery;
2. outpatient testing before admission;
3. outpatient surgery; and
4. second surgical opinion.

Concurrent Review: This process contains hospital costs during the hospital stay. All elective admissions are reviewed concurrently and all emergency admissions are also reviewed during this stage. The goal of the concurrent review process is to assure that patients have a clear need to remain hospitalized. this process serves as an ongoing control to make sure that agreed upon discharge dates are met.

Occasionally, patients may need to spend more time in the hospital because they have not fully recovered or they have developed complications. When this occurs, more frequently monitoring of the hospitalization takes place until the patient is discharged. Additional cost reduction techniques that can be employed during concurrent review include:

1. the use of less expensive skilled nursing facilities;
2. home health care; and
3. outpatient therapeutic services (i.e. physical therapy).

Retrospective Review This review take place after the patient has been discharged and the bill for hospital services has been received. The bill is received to make sure that if conforms to the diagnosis and treatment. In addition, the frequency and necessity of the treatment provided is reviewed. If problems exist, the hospital billing department is contacted for justification of charges. Bills should be reviewed before they are paid in order for the employer to exercise the greatest amount of leverage possible.

Once a decision has been made to proceed with the program, a should communications plan must be implemented. CCS, Inc. assists its clients in the development of a start-up and continuous communications program. CCS adapts the communication needs of each client.

Management Reports: CCS will consult on the creation of manual or computer based management report system. These reports show all review activities that have taken place; i.e., before and after hospital days/1,000 average length of stay, and admission per 1,000. Hospital cases are divided into normal and excessive stays. Reports will also indicate who was hospitalized (i.e., employee, spouse, and dependent) and they will indicate the major forms of treatment (i.e., medical, surgical, maternity, and other). Information generated by the reports are analyzed by CCS medical personnel. Trends in utilization and particular client problems are discovered and recommendations for corrective actions are indicated.

How Hospital Utilization Review Works

Step 1

Call the Nurse Coordinator

Employee or covered dependent call the Nurse Coordinator immediately upon learning of a future hospital admission or with in 48 hours after emergency hospitalization. Give the nurse, the following informations;

1. name and age of the patient
2. hospital name and address (i.e, city, state)
3. name and phone number of admitting doctor; and
4. admission date

Step 2

The Nurse Calls the Doctor and Monitors the Hospital Stay

The nurse contacts doctor and together they:

1. review the reason for admission and the procedures to be performed.
2. discuss options such as a pre-admission testing and the possibility of treatment as an outpatient. In many cases a hospital admission may not even be necessary; and
3. determine the number of days in the hospital.

During the hospital stay, the nurse is in frequent contact with the hospital and the doctor to make sure that:

1. the admission takes place upon the determined date and that prescribed care is being administered.
2. employee or dependent is actually receiving the treatment outlined by the doctor; and
3. employee or dependent is released from he hospital when hospital care is not longer needed.

CCS, Inc. strongly recommends the inclusion of an increased deductible or additional co-pay for those employees who fail to notify the Nurse Coordinator.

Hospital Utilization Review

Hospital Utilization Review is a MAJOR COST CONTAINMENT service that is GUARANTEED to pay for itself.

These are the experienced-tested features of the program:

1. Paperless Pre-Admission Review system requires only a phone call after initial, one-time registration.
2. Strong financial incentive for employee compliance.
3. No restrictions on choice of physician or hospital.
4. Coordinate by registered nurses and supported by experienced physician review, BEFORE, DURING, and AFTER admission.
5. Patient gets additional, professional review at no extra cost.
6. Emergency admission is direct, with 48 hours to call in.
7. Patient's own physician retain control.
8. Patient's health and well being are always of primary concern.
9. Alternatives offered for consideration are always subject to physician/patient agreement.
10. All medical information and reviews are strictly confidential.
11. Employee/patients spend no unnecessary time in hospital.
12. The Benefits Plan is not subjected to unnecessary costs.
13. Employee/patient shares in dollar saving if Plan is co-pay.
14. Employee/patient is EXEMPTED from paying additional hospital charges.
15. The HUR program remains cost effective from he extremes of 0% Compliance and 100% Compliance.
16. A simple agreement form gets the program started.
17. Optional services available:
 - Hospital Bill Audits
 - Second Opinion
 - Worker's Comp & Disability Review

F:Schedule
d:ARMisc2

SCHEDULE C: CHANGES TO THE HEALTH BENEFIT PLAN

- A. Human Organ Transplant expenses will be limited to non-experimental procedures as defined by the American Medical Association and which are performed in an approved transplant center. Eligible expenses will include the following:
1. The transplant operation including pre and post surgical care.
 2. Medical and hospital expenses of the donor if the hospital admission is for the sole purpose of the organ removal.
 3. The procedure to remove the donor's organ, storage and transplantation of the organ, limited to \$5,000.
 4. Anti-rejection drugs, limited to \$10,000 per calendar year.
- B. Substance Abuse Rehabilitation expenses will be: 1) considered as Mental/Nervous expenses, 2) paid up to three times while covered by the Plan, and 3) paid upon completion of a licensed rehabilitation program which may be inpatient, outpatient, or both.
- C. Diagnosis and/or treatment of spinal subluxations or misalignments by a chiropractor will be limited to \$500 per calendar year. If general anesthesia, surgical service or hospitalization is required, this limitation does not apply.
- D. Change the Plan's eligibility definition for Handicapped or Mentally Handicapped Children to
- "unmarried children may continue to receive coverage with no age limitation if: 1) they apply for continuation before their 19th birthday (23 if a full time student), 2) they are covered under this Plan at the time they apply for continuation of coverage, 3) they are dependent on the employee as described by the IRS, 4) they are unable to be self-supporting because of a permanent physical or mental disability, and 5) medical verification is submitted as requested."
- E. A spouse who is eligible for group benefits through his/her employer must be enrolled in his/her employer's benefit program in order to be considered for benefits under this Plan, except when an out of pocket premium contribution is required.

SCHEDULE C
Page 2

- F. As a special encouragement for employees who carefully review their hospital bills from facilities other than West Shore, the Plan will pay to the employee 25% of the amount of any billing error that the employee discovers, up to \$500 per year.

Employees should obtain from the hospital a copy of billings relating to the hospitalization of themselves or their dependents. If incorrect charges are discovered, the employee should bring them to the hospital's attention and obtain a corrected billing statement.

The original hospital bill together with the corrected bill should be submitted to the Personnel Office.

- G. The existing "No-Fault Exclusion" language is replaced with the following:

"Benefits are not payable under this Plan for injuries received in an accident involving a car or other motor vehicle."

- H. Under the "Extension of Benefits" provisions of the Plan, the "Employees on Layoff" and "Employees on Approved Leave of Absence" subsections are deleted. These employees are entitled to extensions under COBRA for up to 18 months.

F: SCHEDC
D: JANET
February 1988

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