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A G R E E M E N T

between

WEST SHORE HOSPITAL

and

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

**LABORATORY AND
X-RAY TECHNOLOGISTS**

April 1, 1990 - March 31, 1992

West Shore Hospital

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AGREEMENT

This Agreement, made and entered into 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".

WITNESSETH: That whereas, the parties hereto desire to regulate mutual relations between the Hospital and the Union with the view to securing harmonious cooperation between the Hospital and the Union and averting disputes.

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful relations between the Hospital and the Union in its capacity as representative of the employees, so as to serve the best interest of the parties and the community.

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

To these ends, the Hospital and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE 1 - RECOGNITION AND UNION SECURITY

SECTION 1: RECOGNITION. The Hospital recognizes the Union as the exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment of those Employees in the bargaining unit described as:

All Laboratory and X-Ray Technologists/Technicians (who shall be hereinafter designated as Technologists) employed by the Hospital excluding guards, supervisors, and all other employees.

SECTION 2: UNION MEMBERSHIP. Technologists covered by this Agreement at the time it becomes effective and who are members of the Union at that 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. Technologists 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 ninety (90) days following the beginning of their employment or the execution date of this Agreement, whichever is later.

SECTION 4: AGENCY SHOP. Any Technologist 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 Technologist shall be terminated under this Section, however, unless:

(a) The Union first has notified him/her by letter, addressed to him/her 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 Technologist has not complied, and on this basis the Union has requested in writing that he/she be discharged from employment in the bargaining unit.

(c) It is recognized that because of religious convictions or otherwise, some Technologists 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 Technologists who are beneficiaries of such agreements. To this end, in the event a Technologist shall not join the Union and execute an authorization for dues deductions in accordance with Article 2, Section 1 of this Agreement, such Technologist 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 fee and dues of the Union. In the event that such sum is unpaid for a period of ninety-one (91) days, the services of such Technologist 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 any action arising out of and pursuant to the provisions of Article 1, Section 4 above.

SECTION 6: TEMPORARY TECHNOLOGISTS. Section 2 through 4 of Article 1 shall not apply to temporary Technologists, hired for periods up to ninety (90) days in a three hundred sixty-five (365) day period. The ninety (90) days may be extended by mutual agreement.

ARTICLE 2 - CHECK-OFF

SECTION 1: AUTHORIZATION. Upon signed authorization of the Technologist, the Hospital agrees to deduct Union dues, initiation fees and other lawful assessments, as uniformly levied and officially designated by the Union, in 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. Initiation fees will be deducted over the second three (3) months of employment.

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 Technologist. The Hospital shall add to this list the names and addresses of any new full or regular part-time Technologists 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 or payment of any sums other than those constituting actual deductions made; and if for any reason, such as error or the like, it fails to make a deduction for any Technologist as above provided, it shall make that deduction from the Technologist's next pay after the error has been called to its attention by the Technologist or the Union.

ARTICLE 3 - 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 4 - MANAGEMENT RIGHTS

SECTION 1: MANAGEMENT FUNCTIONS. 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 Technologists; to promulgate

rules and regulations covering the conduct of Technologists and to require their observance; to make temporary job assignments and to transfer Technologists 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 Technologists needed; to control, direct, and supervise all equipment. The Hospital may also require at its cost and no loss of time to the Technologist that the Technologist take written or oral examinations at any time related to technology upon which the Technologist has been trained, or if involving new technology for which the Technologist 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.

SECTION 2: VOLUNTEERS/TRAINEES. 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 Technologists. 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 Technologists shall interfere in any way with the activities or duties of any such persons.

ARTICLE 5 - WORKING SUPERVISORS

It is recognized by the Hospital and the Union that physicians, supervisors, and other non-bargaining unit employees employed by the Hospital sometimes perform all of the regular duties that are currently performed by bargaining unit Technologists. It is not the intention of the Hospital to take work away from the bargaining unit when bargaining unit Technologists are available. Rather, such performance of these duties is necessitated by the size of the Hospital and the nature and extent of the duties and departments of the Hospital. It is understood and agreed that those referred to above can continue to perform all of the duties that they are now performing and that are performed by Technologists as they have been in the past.

ARTICLE 6 - EMPLOYMENT STATUS OF TECHNOLOGISTS

SECTION 1: FULL-TIME TECHNOLOGISTS. Full-time Technologists are those regularly scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period, share weekend, holiday and shift assignments as scheduled and have completed probation.

SECTION 2: PART-TIME TECHNOLOGISTS. Part-time Technologists are those regularly scheduled to work less than seventy-two (72) hours per fourteen (14) day period, 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 Technologists. Part-time Technologists may be utilized as they have been in the past.

SECTION 3: TEMPORARY TECHNOLOGISTS. (a) A Technologist who is hired for only a limited period of time not to exceed ninety (90) days to substitute for one or more Technologists 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 Technologist, 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 permanent Technologist 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 permanent Technologist, 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 Technologist whose employment is terminated for any reason. Temporary Technologists will not be hired for the purpose of avoiding the payment of benefits under this Agreement.

(b) Before a temporary Technologist is hired, laid-off Technologists and then part-time Technologists according to seniority and ability shall be given the opportunity to fill the temporary job if the said laid-off Technologist or part-time Technologist 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 Technologists hereunder, if such employment will result in overtime. The Hospital will notify the Unit Steward in writing when temporary Technologists commence work.

SECTION 4: RELIEF TECHNOLOGISTS. A relief technologist is a technologist who does not work on a regular basis but who works as needed by the Hospital. Relief technologists will not be used to

displace full-time or regular part-time technologists. Relief technologists will be scheduled only after regular part-time technologists in the unit have had the opportunity to increase their hours up to forty (40) hours per week, if the regular part-time technologist can perform the required work at the assigned times. The availability of overtime will be offered to the full-time and regular part-time technologists in the unit prior to using relief technologists in an overtime situation.

Overtime shall not involve a relief technologist finishing up his/her assigned shift. A relief technologist is not considered a bargaining unit technologist 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 Union Steward in writing of the classification and 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 Administrator in writing of the Union's desire to negotiate the rate. In the event a rate is not agreed upon within 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.

ARTICLE 7 - SENIORITY

SECTION 1: SENIORITY. The seniority of any Technologist 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 Technologists hired on the same day, seniority will be determined by the lowest last number of each Technologist'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. Any employee who has seniority at the Hospital and is later hired into this bargaining unit will retain their seniority from their first (1st) day of hire with the Hospital, for benefit purposes only, other than wages. Any employee who has seniority at the Hospital and is later placed into this bargaining unit will retain six (6) months of their past seniority for layoff, recall and promotion provisions.

SECTION 2: PROBATION. A new Technologist 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. This probationary period may,

in specific instances, be extended by mutual agreement between the Hospital and the Union. After the probationary period as provided herein, the Technologist 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.

SECTION 3: FAILURE TO OBTAIN REGISTRATION OR LICENSE. Any Technologist hired who is unregistered or unlicensed and who does not obtain his/her registration and/or license within six (6) months of hire may be discharged without recourse.

SECTION 4: SENIORITY SYSTEM. For the purpose of seniority there shall be no differentiation between full-time and part-time Technologists.

SECTION 5: OFFICERS' SENIORITY. For purposes of layoff and recall only, the Technologist who serves as Steward shall have top seniority within his/her respective department while holding such office, provided he/she is a seniority Technologist and has the ability and capability to do the work required. The Union shall notify the Hospital, in writing, as to the name of the Technologist 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 Technologist is absent three (3) consecutive working days including Saturday, Sunday and Holidays, if same are work days, without advising the Technologist's supervisor or designated replacement giving reason satisfactory to the Hospital for such absence. Exceptions caused by emergency beyond the Technologist'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 Technologist's control, and notice thereof is given to the Technologist'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 a Technologist falsifies his/her reasons for a leave of 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 Technologist falsifies his/her employment application.

(h) If the Technologist 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 a Technologist 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 Technologist engages in the improper use of drugs on the premises or carrying drugs off the premises without the permission of the Hospital.

SECTION 7: DISCLOSURE OF CONFIDENTIAL INFORMATION AND DISCOURTESY. Technologists 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 of discourtesy to a patient by a Technologist, or any disclosure of confidential information by a Technologist to a patient or a fellow Technologist, or any unauthorized person, which is not made in the course of the Technologist's duty to the Hospital, shall be regarded as breach of duty by the Technologist 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. As soon as practicable after this Agreement becomes effective, the Hospital will compile a seniority list from its current records and will furnish a copy of the same to the Unit Steward and the Office of the Business Representative. The said list shall be a chronological designation of all Technologists covered by this Agreement by seniority date. The Hospital shall thereupon post a copy of said list on the Union bulletin board, and for a period of the first thirty (30) days of posting of said list, each Technologist shall examine the list in order to make certain that his/her seniority status is correctly stated therein. If he/she claims that it is not, he/she shall promptly take the matter up with his/her immediate supervisor, who shall investigate the claim. Upon the expiration of said thirty (30) days, such list shall stand as correct and accepted by all parties, provided, however, the list shall remain posted. A Technologist's seniority date therein will be that which is shown upon the Hospital's records. An updated seniority list shall be posted and given to the Unit Steward and the Office of the Business Representative, every three (3) months.

SECTION 9: PROMOTIONS. (a) When there is a job vacancy, whether part or full time, said vacancy shall be posted for a period of five (5) calendar days setting forth the requirements of the position in a conspicuous place on the Hospital's bulletin board. Seniority Technologists interested shall apply in writing within the five (5) calendar days posting period on forms provided by the Hospital to the Personnel Department. The vacancy shall be awarded to the applicant qualified for the job who is the most senior. The successful bidder shall be granted a fifteen (15) working day trial period to determine the Technologist's ability to perform the job, the Technologist's capability of doing the job, and the Technologist's desire to remain on the job.

(b) During the trail period, the Technologist shall have the right to revert back to his/her former job.

(c) During the trial period, the supervisor may revert the Technologist back to his/her former job if the Technologist 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 Technologist and the Department Head.

(d) During the trail period, a Technologist will receive the rate of the job he/she is performing.

(e) The vacancy left by the successful bidder shall be filled by the Hospital, as provided in sub-section (a).

(f) Under the provisions of this Article 7, Section 9, and subject to all its terms, part-time and full-time Technologists shall be eligible to bid for either full-time or part-time vacancies.

(g) If there is a vacancy in a position or on a shift, a qualified Technologist may transfer from position to position or shift to shift on the basis of seniority. Technologists shall not be permitted to so transfer more than once in six (6) months.

(h) For purposes of this Section, "qualified" shall mean the education, ability and experience to do the required work.

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

SECTION 11: TECHNOLOGISTS LEAVING CLASSIFICATIONS. Technologists 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 and shall accumulate seniority

rights up to one (1) year while out of the unit and shall have the right to exercise same upon their return to their original unit.

SECTION 12: RESIGNATION. Should any Technologist 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 job classification with both full-time and part-time Technologists having seniority. Ability to do the work required and seniority shall prevail in the lay-off and recall of Technologists and reducing the work force because of lack of work or other cause. The last Technologist hired in the classification shall be the first Technologist laid off; and the last Technologist laid off shall be the first Technologist recalled; provided said Technologist has the ability to do the work at the assigned time to work. The senior Technologist 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 a 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 Technologist's ability to do the work required at the assigned times. Technologists who exercise their seniority under this Section shall be paid the rate of the job they are performing.

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

SECTION 14: DAILY LAY-OFF. (a) If the Hospital lays off on a daily basis the lowest seniority Technologist 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 Technologist 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 Technologist cannot be reached

directly, a second call shall be made in the presence of a union representative (Steward, Alternate Steward or, if necessary, Acting Steward). If there is no answer or the Technologist 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 Technologist 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 Technologist reports 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 Technologists who are sent home for disciplinary reasons or by their own request.

(b) In the event of a daily lay-off, the affected Technologist may bump the least senior Technologist in the affected classification scheduled to work on the next two (2) successive shifts. A Technologist 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 Technologist who is bumped is subsequently laid off and the remaining Technologist(s) is senior to the original bumping Technologist, then the original bumping Technologist may not exercise his/her bumping rights unless there is a junior Technologist on the shift yet to be worked within the initial period of the next two (2) successive shifts. The bumping Technologist must be able to perform the assigned work at the times required.

ARTICLE 8 - STEWARDS

SECTION 1: DUTIES. The Hospital recognizes the right of the Union to designate a Steward from the Hospital's seniority list to represent all Technologists covered by this Agreement. The Union may designate an Alternate Steward who shall only act when the regular Steward is absent from the Hospital premises. The authority of the Steward and Alternate so designated by the Union shall be the Bargaining Unit and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with his/her supervisor 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 work stoppages, slow downs, refusal 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 Technologists. With this recognition, the Steward shall be permitted as soon as is practical, reasonable time to 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 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 Steward and Alternate Steward shall be sent to the Hospital promptly in writing after their designation and as to any changes therein.

ARTICLE 9 - 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 a Technologist 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 Technologist 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 with Step 3 of this Grievance Procedure. All grievances shall state the Article and Section of the contract that has been violated.

Step 1: The Technologist 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. The supervisor shall give his/her answer within

five (5) days after the Technologist presented the matter to him/her. The Technologist may be accompanied by his/her Steward if he/she desires. The Union may automatically take it to the next Step if he/she desires. Unresolved grievances shall proceed to Step 2 provided they have been appealed with 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 Technologist on forms to be provided for that purpose and presented by the Technologist and/or his/her Steward to the Department Head, or to his/her designee in case he/she is absent, for discussion and for his/her written deposition, which shall be given within the first five (5) days after such discussion is concluded, provided; that if a Technologist's immediate supervisor is the Department Head, 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. 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 the ten (1) days of the request of a meeting. Following said meeting the Administrator or his/her designee shall give his/her answer to the grievance 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 Administrator or his/her designee. Unresolved grievances shall proceed to Step 4 provided they have been appealed within (30) days from the date the Administrator's answer was received or was due.

Step 4: In the event the grievance is not settled at Step 3 and has been appealed to Step 4 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 so agreed with seven (7) days after the submission to arbitration, the Union representative shall, within the next seven (7) days, request the American Arbitration Association to cause the selection of the 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 a Technologist 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 the 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 9 shall mean calendar days.

SECTION 5: During the term of this Agreement, there shall be no strikes and no lockouts.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

SECTION 1: After completion of the probationary period, a Technologist wishing to contest any discipline or discharge, shall do so pursuant to the grievance procedure set forth in Article 9.

SECTION 2: The Hospital shall not discipline or discharge any seniority Technologist without just cause.

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

SECTION 4: The Technologist will be required to acknowledge receipt of written warnings and reprimands or forfeit his/her right to the grievance procedure, except that the Technologist may request the presence of a Steward prior to signing. It shall

clearly indicate that the Technologist's signature does not mean agreement to the charges or penalties.

SECTION 5: Notice(s) of disciplinary action that are in a Technologist's file will be destroyed at the end of one (1) year from the date of said notice if there has been no other disciplinary notice of any kind 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 Technologist, 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) Technologist requests Union representation, the said Technologist'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 Technologist. The time to protest the discharge or said discipline involving loss of time shall run from the time of the Technologist's receipt of the written statement provided herein.

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

SECTION 8: Technologists may review their personnel files at reasonable intervals. Said Technologists must make an appointment with the Personnel Department to review the file.

ARTICLE 11 - GENERAL CONDITIONS

SECTION 1: 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 the Hospital's working schedule or interference with the hospital-patient relationships.

SECTION 2: HEALTH AND SAFETY. The Hospital shall make reasonable provisions for the health and safety of its Technologists during the hours of their employment. The Hospital and the Union will cooperate in maintaining reasonable provisions for health and safety.

SECTION 3: PHYSICAL EXAMINATION. The Hospital reserves the right to require a Technologist on Hospital time to submit to physical and/or mental examinations, tests and x-rays, if deemed advisable and at the Hospital's cost.

SECTION 4: TECHNOLOGIST DEATH. In case of a Technologist's death, payment of accrued wages or economic benefits shall be paid to legal heirs of the Technologist 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 notices of Union meetings and other official Union business.

SECTION 6: PAY DAY. Pay day will be every other week, on Thursday on or about 2:30 p.m.

SECTION 7: NOTICE OF CHANGE IN PERSONNEL STATUS. Technologists 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 Technologist'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: EMPLOYMENT VERIFICATION STATEMENT. When requested by a Technologist, the Hospital will send a written statement of employment verification to said Technologist's prospective employer.

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

SECTION 11: TUITION REIMBURSEMENT. The Hospital shall continue its current tuition reimbursement policy.

SECTION 12: JOB DESCRIPTIONS. The Technologist's job description will be available in the Department Head's office and/or the Personnel Department and may be reviewed upon request.

SECTION 13: CREDIT UNION DEDUCTIONS. Every reasonable effort shall be made to transfer, by mail, to the Credit Union the authorized deductions on Friday following each payday.

SECTION 14: NON-DISCRIMINATION. The Hospital and the Union shall not discriminate against any Technologist 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

SECTION 15: EVALUATIONS. Supervision shall prepare a written performance evaluation for each Technologist at the completion of the probationary period and once each year thereafter. After the evaluation has been discussed with the Technologist, the Technologist 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 Technologist if he/she so requests. A Technologist, if he/she wishes, may comment in writing on the evaluation. The written comments shall be attached to the evaluation.

SECTION 16: DIAGNOSTIC OPINIONS. Technologists will not be required to give diagnostic opinions.

SECTION 17: PERSONAL DAYS. Each Technologist shall be entitled up to three (3) personal days without pay, provided written notice is given to the supervisor of the particular department in which the Technologist is employed prior to the preparation of the following month's schedule. In the event there is a justifiable emergency, the Technologist may have up to three (3) personal days without pay in a given calendar year with seven (7) days notice to the appropriate Department Head, provided the department can maintain adequate staffing and service to the patients of the Hospital.

SECTION 18: TEMPORARY SUPERVISORY RESPONSIBILITY. In the event that a Technologist is asked by the Hospital to perform temporary supervisory responsibilities of that department in which the Technologist is employed, the Technologist shall receive a pay differential of ten percent (10%) in addition to the base pay. The supervisory differential shall apply to a period of eight (8) hours or more. The Hospital retains the right to determine who that temporary supervisor shall be. While the Technologist is acting as the temporary supervisor he/she shall act in the best interests of the management of the Hospital and shall report directly to the Administrator or his/her designee.

SECTION 19: OFF PREMISE EDUCATION. Attendance at conferences, institutes and seminars related to the Technologist's profession shall be at the sole discretion of the Hospital. If attendance is approved, the Hospital will pay all reasonable costs, including: transportation, accommodations, meals and fees. Vouchers and receipts should be obtained for these items when possible, but must be presented for lodging, commercial transportation and any registration fees not prepaid. The following rules apply to attendance at such meetings:

(a) Meetings must be approved in advance by the Administrator.

(b) If any advance money is desired, a request for a check must be presented at least one (1) week in advance to the Administrator.

(c) An expense account, with supporting documents, must be presented within one (1) week after return from the meeting.

(d) A report of the meeting must be completed with two (2) weeks after the meeting and submitted to administration. The report should include.

(1) Brief summary of content, and whether you felt it worthwhile.

(2) What was applicable to your position and how you intend to use it.

(3) How you will share this information with others in your department when applicable.

SECTION 20: DEPARTMENT CLOSING TIME. (a) The last Technologist on duty in his/her department prior to closing the department and clocking out, shall contact the admitting office/switchboard to find out if there are any patients requiring the services of that department. If there are any such patients, that Technologist shall remain on duty and perform the necessary services for those patients. The above is limited to two (2) patients.

(b) Upon completing the services for such patients, the Technologist shall again contact the admitting office/switchboard to inform them that he/she is clocking out and that the Technologist on-call should be contacted for any additional services needed. If the Technologist on-call is also the Technologist on duty, that Technologist shall be reimbursed at the on-call rate for such additional services required. In the event an emergency arises necessitating immediate services, the Technologist on duty shall remain on duty until the emergency is over.

SECTION 21: SNOW EMERGENCY. A Technologist may elect to use a vacation day to receive pay for a day he/she was unable to report for work because of a snow emergency declared by either City, County or State officials.

ARTICLE 12 - LEAVES OF ABSENCES

SECTION 1: PERSONAL LEAVES OF ABSENCE. (a) Any regular full-time or part-time Technologist 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 or 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 Technologist's request, at the Hospital's sole discretion, for acceptable reasons.

(b) Request for a leave shall be made in writing, signed by the Technologist, to the Department Head and the Hospital 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 by the Hospital Administrator or his/her designee.

(c) In considering leave 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 Technologist will be granted twelve (12) days of sick leave. After one (1) year of continued service, all full-time Technologists will be granted one (1) day per month sick leave benefits for each month continued service. Such sick leave benefits may accumulate to a maximum of ninety (90) days. After the first (1st) year of full-time employment, sick leave benefits will be paid on the first (1st) day of illness.

(b) After completion of one (1) year of continued part-time employment, a part-time Technologist will be granted one (1) day of sick leave benefits after completion of twenty-two (22) days of work and thereafter shall be granted one (1) day of sick leave benefits for each additional twenty-two (22) days worked.

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

(d) A Technologist who must leave work early due to illness shall be credited sick leave as follows:

Technologist Works:	Technologist shall receive:
0-4 hours	Actual hours worked plus 1/2 sick day.
over 4 hours	Actual hours worked.

The Technologist must inform the supervisor of what he/she elects to do.

(e) To receive sick leave, the Technologist must notify the supervisor of his/her inability to work due to personal illness 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 Technologist may be required to bring a doctor's statement as evidence of illness or injury.

(f) Any sick leave earned in excess of the ninety (90) day maximum may be cashed in at the option of the Technologist at seventy-five (75%) percent of its value. This benefit may be collected at the nearest pay period following the Technologist's anniversary date. The Technologist shall give notice in writing two (2) weeks in advance of the payday of his intention to cash in excess sick days.

(g) In the event the Technologist retires or terminates his/her employment while in good standing and not as the result of disciplinary action arising out of first offense discharges, the Technologist shall be paid any accrued vacation earned plus unused sick days at seventy-five (75%) percent of its value if the Technologist has more than ten (10) years seniority; but, if such Technologist has ten (10) years or less seniority the Technologist shall be paid unused sick days at fifty (50%) percent of its value.

SECTION 3: FUNERAL LEAVE. In case of death in the Technologist's immediate family, the Department Head shall approve time off with pay up to three (3) scheduled working days with two (2) additional days 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. Technologists 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 Technologist is either directly related to the Technologist'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 a Technologist 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 technologist designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (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 Technologies.

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

(a) The Technologist is responsible for notifying the Department Head 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 Technologist 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 Technologist 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 Technologist must submit to the Department Head a written statement from her physician that she can medically resume her employment and one what date she may do so.

(e) If the Technologist 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 Technologist's health, and;

(2) Such medical necessity is documented by a physician.

(f) The Technologist is responsible for notifying the Department Head 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 work shall be considered as an automatic quit.

SECTION 7: JURY DUTY. (a) A full-time or part-time seniority Technologist 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 of the wages the Technologist 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 for other expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Hospital. If the Technologist 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 to work for the balance of the day. The provisions herein shall be interpolated so that afternoon and midnight shift Technologists shall be treated equally with day shift Technologists.

(b) In order to receive payment, a Technologist 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 a Technologist 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 or part-time Technologists who are members of an active Armed Forces Reserve or a National Guard Training Unit who serve up to a two (2) week tour of active duty will be granted a leave of absence up to said two (2) weeks, or the length of training that may be required.

SECTION 9: GENERAL PROVISIONS RELATING TO LEAVES OF ABSENCE. (a) Any Technologist returning from a leave of absence not in excess of sixty (60) days if on a non-medical leave or ninety (90) days if on a medical leave shall be returned to his/her same job and shift. When a Technologist is on a non-medical leave in excess of sixty (60) days or a medical leave in excess of ninety (90) days, the Hospital will endeavor to hold the Technologist's former position open for the duration of the leave of absence. Should it be necessary to fill the position, the returning Technologist will be given the first open position of like classification and pay. In the meantime, the Technologist 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.

(b) No Technologist 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 Technologist shall be paid for any leave of absence except as provided herein with respect to leaves specified as compensable, and paid sick leave.

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

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

(e) Unless otherwise provided herein time absent on non-compensable leave of absence shall not count toward a Technologist'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 actually worked by the Technologist.

SECTION 10: WAIVER OF SENIORITY RULES. It is agreed that the Union may waive any of the seniority rules set forth in this Agreement relative to the effort of the Hospital to provide a suitable job for a Technologist who is off work on a Worker's Compensation Disability Leave. Such action shall not, however, result in the laying-off of any Technologist with greater seniority.

ARTICLE 13 - WORK RULES, SCHEDULES AND LOANS

SECTION 1: WORK RULES. All new work rules and regulations for which a Technologist 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 work rules. The Union shall have until the effective date to object to the proposed work rule(s). 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 Steward 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 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 to the Union Steward at the time of posting. Technologists affected by any change in the posted work schedule shall be notified of such change promptly when possible. Technologists may trade scheduled work days provided the trade is within the department and he/she

has the ability to do the work, concurrently receives permission of the appropriate supervisor 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 wherever possible and consistent with the Hospital's needs.

ARTICLE 14 - 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. (a) Time and one-half (1.5) 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 Technologist's shift.

(b) Any full-time Technologist who is called to work on a scheduled day off will receive time and one-half (1.5) for all hours worked.

(c) Any part-time Technologist who is called into work with less than 48 hours notice will receive time and one-half (1.5) for all hours worked.

SECTION 3: WEEKENDS. The Hospital will make reasonable efforts, consistent with staffing needs to give Technologists, so desiring, every other weekend off.

SECTION 4: EQUAL OVERTIME. Scheduled overtime will be equalized among the Technologists within classification and shift, as far as practicable. Information concerning equalization of overtime will be available in the department in such a manner that the Technologists involved may check their standing.

SECTION 5: COMPUTATION OF HOURS WORKED. (a) Time worked shall be computed on the one-quarter (0.25) hour basis in the following manner.

(1) If the Technologist clocks-in seven (7) minutes after the start of the shift, no pay will be deducted.

(2) If the Technologist clocks-in eight (8) minutes after the start of the shift, fifteen (15) minutes (0.25 hour) pay will be deducted.

(3) If the Technologist clocks-out seven (7) minutes after the end of the shift, no overtime will be paid.

(4) If the Technologist clocks-out eight (8) minutes after the end of the shift, fifteen (15) minutes (0.25 hour) overtime shall be paid.

(b) The same principle shall apply to each fifteen (15) minute (0.25 hour) increment or decrement.

(c) No overtime shall be paid without prior approval from the Department Head.

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

(e) Technologists 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 and overtime, paid vacation, paid holidays, paid funeral leave and jury duty shall be considered as hours worked.

SECTION 7: MEAL AND REST PERIODS. (a) Technologists working an eight (8) hour shift shall receive a one-half (0.5) hour non-paid meal period to be taken consistent with the Technologist's workload. Technologists may leave the Hospital during their meal period provided they clock-out.

(b) Technologists working an eight (8) hour shift shall receive a rest period or periods totaling thirty (30) minutes. Technologists assigned to work overtime for a continuous period of four (4) hours or more will be granted a rest period of ten (10) minutes.

ARTICLE 15 - ANCILLARY PAY

SECTION 1: STAND-BY PAY. (a) Technologists who are scheduled to be on-call shall receive stand-by pay according to the following schedule:

\$10.00/ day weekdays
\$14.00/ day weekends and holidays

(b) Weekdays are defined as: from the closing time of the department on Monday until the opening time on Saturday.

(c) Weekends are defined as: from the closing time of the department on Saturday until the opening time on Monday.

(d) Holidays are defined as: those holidays listed in Article 17, Section 1, but exclusive of the personal holiday.

SECTION 2: CALL-IN PAY.

- (a) Laboratory Technologists shall receive one (1) hour of pay at their regular hourly rate for the first half hour of work when called in and shall be paid time and one-half the hourly rate for the additional time worked on the call-in after the first half hour.
- (b) X-Ray Technologists:
X-raying of first (1st) patient \$15.00
X-raying of each additional patient (per patient) \$10.00

Provided, however, that if the X-Ray Technologists are called in to perform work that is a CT scan, Nuclear Medicine, Echocardiography or Ultrasound procedure, they shall receive one (1) hour of pay at their regular work rate for the first half hour of work when called in and shall be paid time and one-half their hourly rate for the additional time worked on the call-in after the first half hour.

SECTION 3: RECALL PAY. In the event a Technologist who is not receiving stand-by pay (on-call) is recalled to the Hospital at any time not previously scheduled, the Technologist shall be guaranteed a minimum of one (1) hour or actual time worked, whichever is greater, at time and one-half (1.5). In the event that the time of work exceeds the minimum one (1) hour, the Technologist shall be compensated at regular straight time earnings unless the eighty (80) and eight (8) rule is in effect. This benefit shall not apply in the event that the Hospital's disaster plan is placed into effect by order of the administration or civil defense authorities.

SECTION 4: SHIFT PREMIUM. (a) All Technologists working the afternoon shift shall receive a twenty-five (\$0.25) cents per hour shift premium, and all Technologists working on the night shift shall receive a thirty (\$0.30) cents per hour shift premium.

(b) For the purposes of this provision, those Technologists who are scheduled for eight (8) hours to begin after 2:00 p.m. shall receive the afternoon shift premium and those Technologists who are scheduled for eight (8) hours to begin after 10:00 p.m. but before 3:00 a.m. shall receive the night shift premium.

ARTICLE 16 - VACATIONS

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

- (a) From the end of the first (1st) year to the completion of the fourth (4th) year; ten (10) days' pay.

(b) From the end of the fourth (4th) year to the completion of the sixth (6th) year: thirteen (13) days' pay.

(c) From the end of the sixth (6th) year to the completion of the eleventh (11th) year: fifteen (15) days' pay.

(d) From the end of the eleventh (11th) year to the completion of the sixteenth (16) year: twenty (20) days' pay.

(e) From the end of the sixteenth (16th) year and thereafter: twenty-five (25) days' pay.

SECTION 2: VACATION ELIGIBILITY. (a) Full-time Technologists. A full-time Technologist shall receive full vacation if such full-time Technologist has worked not less than one thousand eight hundred seventy-two (1,872) straight time hours in the twelve (12) month period ending with his/her anniversary date. A full-time Technologist working less than one thousand eight hundred seventy-two (1,872) 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 two thousand eighty (2,080) straight time hours.

(b) Part-time Technologists. A part-time Technologist upon completion of the 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 (2,080) straight time hours.

SECTION 3: ANNIVERSARY DATE. No vacation pay will be given prior to the anniversary date of employment. If such a vacation request is granted and the Technologist's services are terminated prior to the first (1st) annual anniversary date of employment, no vacation shall be paid. Any Technologist who terminates after the completion of one (1) year or 2,080 hours, is entitled to unused vacation days, provided said Technologist gives two (2) weeks notice of termination as provided in Article 7, 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 Technologist 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, a Technologist must notify the Hospital at least forty (40) days prior to the commencement of the proposed vacation and the Hospital shall notify the Technologist no later than thirty (30) days from the commencement of the vacation period of approval or disapproval of the proposed vacation.

SECTION 5: LIMITED NUMBER ON VACATION. The Hospital reserves the right to limit the number of Technologists on vacation at any one time so as not to interfere with the Hospital's functions.

SECTION 6: VACATION CARRYOVER. A Technologist may carry over earned vacation from one (1) year to the next provided it does not exceed two (2) years accumulation and provide further, at the sole discretion of the Hospital, the Hospital may limit the Technologist to taking no more than fifty (50%) percent of said Technologist's accrued vacation at any one time.

SECTION 7: OPTION OF PAY. Upon request by a Technologist and with the agreement of the Hospital, a Technologist may elect to work and receive vacation pay for which the Technologist 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 Technologist wishes to receive the vacation pay.

SECTION 8: VACATION PAY REQUEST. A Technologist who wishes to receive his/her vacation pay in advance of his/her vacation, provided it has been earned, shall notify the Accounting Department two (2) weeks in advance of the pay day period to commencement of vacation. Otherwise, vacation pay shall be paid in the usual pay sequence as in the past.

ARTICLE 17 - HOLIDAYS

SECTION 1: HOLIDAY PAY. (a) Full-time Technologists shall receive eight (8) hours pay at their straight-time rate exclusive of all premium pay for each of the following eleven (11) recognized holidays provided the Technologist is eligible under the rules in this agreement:

New Years Day	Technologist's Birthday
Memorial Day	Floating Holiday
Fourth of July	Floating Holiday
Labor Day	Floating Holiday
Thanksgiving	Floating Holiday
Christmas Day	

(b) A Technologist's request for Floating Holidays shall be presented to the supervisor or Department Head not less than fifteen (15) days prior to the day he/she wishes to take as that Holiday. The granting of such Holiday shall be based upon seniority and consistent with the staffing needs of the particular department in which the Technologist works.

SECTION 2: HOLIDAYS WORKED. Technologists shall be expected to work on holidays equally as necessary and shall be paid time and

one-half (1.5) for all hours worked, in addition to their holiday pay. A Technologist who works on a holiday for which he/she has not been scheduled shall receive double (2.0) time for all hours worked in addition to holiday pay unless working because of a trade.

SECTION 3: PART-TIME TECHNOLOGISTS. Part-time Technologists who work on holidays shall be paid time and one-half (1.5) for all hours worked, in addition to one (1) hour holiday pay for each actual hour worked up to eight (8) hours, but shall not receive holiday pay unless they work on the holiday. Part-time Technologists shall be paid for one (1) floating holiday each contract year.

SECTION 4: QUALIFICATIONS. In order to qualify for holiday pay when not scheduled to work the holiday, the Technologists 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. A Technologist 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. A Technologist 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 Technologist's approved vacation period and he/she is absent from work because of such vacation, he/she shall be paid for the holiday in addition to his/her vacation pay.

SECTION 6: HOLIDAY DURING LAY-OFF. A Technologist who is on lay-off or on a noncompensable leave of absence at the time such holiday occurs shall not be paid for that holiday.

SECTION 7: HOLIDAY WHILE INCAPACITATED. In no case will a Technologist be eligible for holiday pay, if at the time of the holiday, he/she is off work drawing Worker's Compensation, sick leave pay, or any other form of pay.

SECTION 8: BIRTHDAY HOLIDAY. In the case of the birthday holiday, full-time Technologists may elect to take this holiday any time during the two (2) week pay period in which it falls. If a full-time Technologist works their Birthday and elects to take this holiday at another time during the two (2) week pay period in which the birthday falls, he/she will not be paid time and one-half (1.5) for working on their birthday. The Technologist, however, shall be paid holiday pay for the day he/she takes in lieu of his/her birthday.

SECTION 9: CHRISTMAS AND NEW YEARS HOLIDAYS. (a) For the purpose of computing holiday pay, the Christmas holiday will begin with the

afternoon shift on December twenty-fourth (24th) and close with the end of the day shift on December twenty-fifth (25th).

(b) For the purpose of computing holiday pay, the New Years holiday will begin with the afternoon shift on December thirty-first (31st) and close with the end of the day shift on January first (1st).

ARTICLE 18 - INSURANCE AND PENSION

SECTION 1: MEDICAL BENEFIT PLAN. The Hospital agrees to provide the Medical Benefit Plan coverage for technologists, subject to Section 3 below, in effect at the time of ratification of this Agreement. For full-time Technologists, 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. The provisions of Schedule C shall apply.

SECTION 2: PART-TIME. Part-time Technologists 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 INSURANCE. For full-time Technologists, the Hospital will maintain the current dental insurance plan providing for coverage on preventative, restorative, and diagnostic services on a fifty-fifty (50/50) basis up to maximum of five hundred (\$500.00) per year for full-time Technologists, their current spouse and dependent children. Part-time Technologists shall receive single subscriber coverage.

SECTION 5: GENERAL AND PROFESSIONAL LIABILITY INSURANCE. The Hospital shall maintain general and professional liability insurance with provides coverage for Technologists.

SECTION 6: LIFE INSURANCE. (a) The Hospital agrees to maintain a term life insurance policy in the principle amount of ten thousand dollars (\$10,000.00) for death, and an additional ten thousand dollars (\$10,000.00) for accidental death and dismemberment, on each of its full-time Technologists in the bargaining unit set forth herein.

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

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

SECTION 7: PENSION PLAN. The Hospital will continue to provide the pension plan presently in effect. All Technologists shall be eligible for participation in the plan 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 one thousand (1,000) hours in that year. The Hospital's total contribution shall be a total of seven percent (7%) based upon the definitions and specifications of the plan as approved by the International Revenue Service. This benefit shall be effective on January first (1st) 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 8: CONTINUATION OF HOSPITAL MEDICAL INSURANCE WHILE ON WORKER'S COMPENSATION. The Hospital shall continue to provide at no cost to the Technologist, Hospital medical insurance coverage for a one (1) year period while on Worker's Compensation for disability.

SECTION 9: COMMENCEMENT OF COVERAGE. Coverage for newly hired regular Technologists shall begin on the first day of the month following completion of the probationary period. Coverage for Technologists returning from a non-compensable leave of absence or a lay-off shall begin on the first day of the month following the Technologist's return to work.

ARTICLE 19 - PHARMACY PURCHASES - HOSPITAL CHARGES

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

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

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties that the following red circled rates shall apply to the two (2) listed employees.

A) Jonna Moss shall be paid at the rates of:

\$ 9.45 from 4-1-90 to 8-11-90
\$ 9.74 from 8-12-90 to 2-11-91
\$10.52 from 2-12-91 to 2-11-92
\$11.11 from 2-12-92

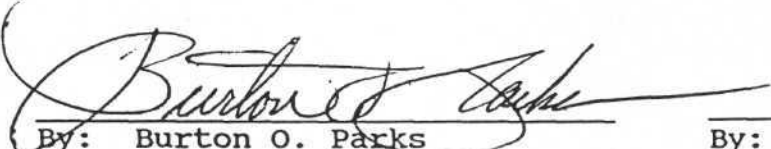
B) Victoria Peralta shall be paid at the rates of:

\$ 9.74 from 4-1-90 to 4-16-90
\$10.58 from 4-17-90 to 3-31-91
\$11.11 from 4-1-91 to 4-16-91
\$11.71 from 4-17-91

Provided, however, that should either or both qualify for a specialty rate she shall be paid the rate that applies based upon her seniority with the Hospital.

WEST SHORE HOSPITAL

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


By: Burton O. Parks
Administrator

By: Ray Murdaugh
Business Representative

Dated: 4/23/91

Dated: _____

ARTICLE 20 - CLASSIFICATIONS AND WAGE SCHEDULE

SECTION 1: CLASSIFICATIONS. Technologists will be classified for remunerative purposes as arranged and defined below:

- (a) Laboratory Technologists:
 - LABORATORY TECHNOLOGIST II
 - Registered MT(ASCP) Generalists
 - Registered/Certified Equivalent Specialists
 - LABORATORY TECHNOLOGIST I
 - Registered MLT(ASCP) and AMT Generalists
 - Registered HT(ASCP) Specialists

- (b) X-Ray Technologists:
 - X-RAY TECHNOLOGIST II
 - Registered ARRT Generalists with Unregistered/Non-Certified or Registered/Certified Specialties
 - X-RAY TECHNOLOGIST I
 - Registered ARRT Generalists

SECTION 2: TECHNOLOGISTS WAGE SCHEDULE. The following wage schedule is based on the above defined Technologist classifications. A Technologist shall move from step to step on his/her anniversary hire date.

LABORATORY

Technologist I *MLT*

	S	6	1	2	3	4	5
4/1/90	\$9.45	\$ 9.69	\$ 9.92	\$10.39	\$10.86	\$11.34	\$12.00
4/1/91	\$9.92	\$10.17	\$10.42	\$10.91	\$11.40	\$11.91	\$12.40

Technologist II *MT*

	S	6	1	2	3	4	5
4/1/90	\$10.76	\$11.09	\$11.41	\$12.05	\$12.70	\$13.35	\$13.99
4/1/91	\$11.30	\$11.64	\$11.98	\$12.65	\$13.34	\$14.02	\$14.69

X-RAY

Technologist I *MLT*

	S	6	1	2	3	4	5
4/1/90	\$ 9.45	\$ 9.74	\$10.02	\$10.58	\$11.15	\$11.72	\$12.29
4/1/91	\$ 9.92	\$10.23	\$10.52	\$11.11	\$11.71	\$12.31	\$12.90

Technologist II (Unregistered/Non-Certified with One Specialty)

	S	6	1	2	3	4	5
4/1/90	\$11.03	\$11.25	\$11.47	\$11.91	\$12.35	\$12.79	\$13.23
4/1/91	\$11.58	\$11.81	\$12.04	\$12.51	\$12.97	\$13.43	\$13.89

Technologist II (Unregistered/Non-Certified with Two or More Specialties)

Ready

	S	6	1	2	3	4	5
4/1/90	\$11.55	\$11.75	\$11.95	\$12.35	\$12.75	\$13.15	\$13.55
4/1/91	\$12.13	\$12.34	\$12.55	\$12.97	\$13.39	\$13.81	\$14.23

Technologist II (Registered/Certified Specialist)

Ready

	S	6	1	2	3	4	5
4/1/90	\$12.60	\$12.76	\$12.92	\$13.24	\$13.56	\$13.88	\$14.18
4/1/91	\$13.23	\$13.40	\$13.57	\$13.90	\$14.24	\$14.57	\$14.89

SECTION 3: PRIOR EXPERIENCE CREDIT. The Hospital may recognize a new hire's prior experience by placing him/her on the wage schedule at a rate up to the 3rd year level.

ARTICLE 21 - MAINTENANCE OF STANDARDS

SECTION 1: MINIMUM STANDARDS. The Hospital and Union agree that all conditions of employment in each operation relating to wages, hours of work, differentials and general working conditions shall be maintained at not less than the minimum standards in effect at each separate operation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific conditions for improvement are made elsewhere in this Agreement. Provided, however, that such past practice shall be limited to those mutually agreed to and reduced to writing within ninety (90) days of the signing of the Agreement.

SECTION 2: INADVERTENT ERRORS. It is the agreement that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Hospital or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Union and the Hospital with respect to this matter shall be subject to the grievance procedure.

ARTICLE 22- PAST PRACTICES

Past practices, on the part of either party, are defined as "established routine of long standing duration mutually accepted by both parties". Emergencies or temporary conditions imposed as a result of patient care needs shall not be considered as past practices. Past practices shall not be considered as a defense against the provisions of this Agreement (whether the rights of either party) or the rulings and regulations of any legally constituted agency or body.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

SECTION 1: INVALIDITY. If any Article or Section of this Agreement or any Riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider hereto, 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 24 - 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 hereof; provided, however, that the Union may not exercise any economic sanctions including strikes or slow downs, in an attempt to enforce this Section or any demands made during any negotiations under this Section.

ARTICLE 25 - FINALITY

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

ARTICLE 26 - DURATION


SECTION 1: EFFECTIVE DATE. The effective date of this Agreement shall be April 1, 1990.

SECTION 2: TERMINATION. (a) This Agreement shall remain in full force and effect covering the period April 1, 1990 to and including March 31, 1992 at 11:59 p.m., 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.

(b) 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

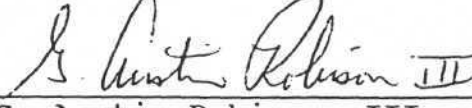
HOSPITAL EMPLOYEES DIVISION,
LOCAL 79, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By: 
Robert Matthews
Chairman of the Board

By: _____
Paul Policicchio
President

By: 
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

By: 
G. Austin Robison, III
Assistant Administrator

By: _____
Randall E. Payne
Bargaining Committee Member

By: _____
Timothy V. Culver
Bargaining Committee Member

By: _____
Ann Lenzion
Bargaining Committee Member

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 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 within 48 hours after emergency hospitalization. Give the nurse the following information:

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 the doctor and together they:

1. review the reason for admission and the procedures to be performed.
2. discuss options such as 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 the hospital when hospital care is no 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 the 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.

- 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

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES, THAT after January 1, 1991 the Hospital and the Union may enter into discussions regarding a cafeteria and/or flexible fringe benefit plan or plans.

WEST SHORE HOSPITAL

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


By: Burton O. Parks
Administrator

By: Ray Murdaugh
Business Representative

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