

AGREEMENT
BETWEEN
FORUM HEALTH
AND
DISTRICT 1199, SERVICE EMPLOYEES INTERNATIONAL UNION
OCTOBER 1, 2008 – MARCH 31, 2012

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AGREEMENT

This Agreement is made and entered into this 1st day of October, 2008, by and between Forum Health and its successors and assigns, hereinafter referred to as the "Employer," and Service Employees International Union, District 1199 and its successors and assigns, hereinafter referred to as the "Union." This Agreement sets forth the terms and conditions of employment for the employees covered by this Agreement and constitutes the sole and entire Agreement between the parties with respect to matters set forth herein.

PREAMBLE

The Union recognizes that the Employer has the full and exclusive responsibility and obligation of providing proper medical care for resident patients and out-patients and of carrying on vital and continuous programs in the field of medical research and medical education for the benefit of both individual patients and the community-at-large.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees covered by this Agreement as hereinafter provided.

ARTICLE 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Employee. An individual employed by the Employer who is a member of one of the seven units described in Article 2, Union Recognition, subsections (a) through (g). Employees of the Employer who for any reason are not members of one of these units are excluded from the definition of "employee."

Full-Time Employee. An employee who is regularly and normally scheduled to work forty (40) hours or more per week, or who the parties otherwise agree in writing to classify as a Full-Time Employee, but who is not a Part-Time Employee, Temporary Employee, Casual Employee, Supervisor, or anyone who is a guard or confidential employee or manager as defined by the National Labor Relations Act.

Casual Employee. An individual who is not a Full-Time Employee, Part-Time Employee, or Temporary Employee and who is a student hired for help during vacation or break or a student serving as an intern or extern. Casual Employees are not used to displace bargaining unit employees.

Part-time Employee. An employee who is regularly and normally scheduled to work less than forty (40) hours per week, or who the parties otherwise agree in writing to classify as a Part-time Employee, but who is not a Full-Time Employee, Temporary Employee, Casual Employee, Supervisor, or anyone who is a guard or confidential employee or manager as defined by the National Labor Relations Act.

Per Diem Employee. An individual who is utilized only to cover on-call duty, call-offs, peak work loads, temporary vacancies or temporary absences, relief for regular staff for training, intermittent FMLA leave, or other special circumstances approved by the Union's Administrative Organizer or the Organizer's designee.

Supervisor. Any individual having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or to effectively recommend such action, or to responsibly direct employees, or otherwise meeting the definition of a supervisor under the National Labor Relations Act.

Temporary Employee. An employee who is hired to work 60 calendar days or less during any 180-day period. The Employer shall have the right to extend a Temporary Employee's employment beyond 60 calendar days provided the Union agrees. Temporary Employees shall be considered probationary employees under Article 4 for the duration of their temporary employment, even if such employment is extended beyond 60 days. Temporary Employees who are employed longer than ninety (90) days and who later become Full-Time or Part-Time employees must serve a new 90-day probationary period under Article 4 before earning seniority unless the Employer and the Union mutually agree otherwise. Temporary Employees are not considered Full-Time or Part-Time Employees, or Casual Employees, and the term does not include Supervisors or anyone who is a guard or confidential employee or manager

as defined by the National Labor Relations Act. Temporary Employees are not used to displace bargaining unit employees. The Employer will notify the Union if using a Temporary Employee in consecutive 180-day periods.

Calendar days. Consecutive days of the Gregorian Calendar including Saturdays, Sundays, and holidays.

Parties/party. The Union and/or the Employer, as context dictates.

Pronouns. The male pronoun or adjective where used herein refers to the female also unless otherwise stated.

Western Reserve Campus shall consist of Northside Medical Center, the Oak Hill Building, and distribution functions at the Employer's Northside Medical Center.

Trumbull Campus shall consist of Trumbull Memorial Hospital and the Employer's Elm Road, Hillside, and Howland facilities as well as patient financial and purchasing functions at the Employer's facilities.

ARTICLE 2: UNION RECOGNITION

Section 1. The Employer recognizes the Union during the term of this Agreement as the sole and exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for only the individuals employed by the Employer in the job titles identified in Section 2 of this Article.

Section 2. The employees covered by this Agreement are as follows:

(a) All Full-Time Employees, Part-Time Employees, and Temporary Employees employed at Employer's Northside Medical Center located in Youngstown, Ohio in the following job titles:

- Anesthesia Aide
- Certified Pharmacy Technician
- Chief Laboratory Aide
- Chief Switchboard Operator
- Chief Transport Attendant
- Cook
- Custodian
- Dietary Cashier
- Dietary Clerk
- Dietary Storekeeper – Non-Supervisory
- EEG Technician
- EKG Technician
- Electroneurodiagnostic (E.N.D.) Technician
- Environmental Services Maid
- Environmental Services Worker
- Environmental Services Worker Foreman
- ER Technician
- Food Service Production Worker
- Groundskeeper
- Hospitality Associate
- IV Stock Technician
- Laboratory Aide
- Laboratory Transport/Delivery Courier
- Laundry Worker
- Lead Chef
- Lead Pharmacy Technician
- Licensed Practical Nurse
- Linen Attendant
- Materials Distribution Clerk
- Materials Handler
- Mechanic
- Mechanic Foreman
- Oncology Assistant
- Operating Room Aide
- Painter
- Patient Care Associate - Maternal

Patient Care Associate – Surgery
Patient Care Associate – Team
Patient Technician
Pharmacy Technician
Physical Therapy Aide
Respiratory Care Limited Permit Holder
Stationary Boiler Fireman
Sterile Processing Head Technician
Sterile Processing Technician 1
Sterile Processing Technician 2
Storeroom Helper
Surgical Assistant
Surgical Custodian
Surgical Technologist
Switchboard Operator
Transport Attendant
Unit Secretary
Unit Technician
Watchman

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "WRCS Basic Unit."

(b) All Full-Time Employees, Part-Time Employees, and Temporary Employees employed at Employer's Northside Medical Center located in Youngstown, Ohio in the following job titles:

Computerized Tomography Tech
Diagnostic Lead Tech – Radiology
General Histology Tech
Head Histology Tech
Laboratory Courier
Laboratory Technician 2
Laboratory Technician 2 Orienteer
Laboratory Technician 3
Lead Mammography Technologist
Lead Nuclear Cardiology Technologist
Lead Nuclear Medical Tech
Lead Radiation Oncology Technologist
Lead Registered Ultrasound Technologist
Lead Registered Ultrasound Technologist – Vascular
Lead Registered Ultrasound & Vascular Technologist
Licensed Physical Therapy Assistant
Licensed Respiratory Care Professional (Option-CRT)
Licensed Respiratory Care Professional RRT
Non-Registered Interventional Cardiovascular Technologist
Non-Registered Radiation Oncology Technologist
Non-Registered Radiology Technologist

Registered and Non-Registered Ultrasound Technologist
Registered Computerized Tomography Technologist
Registered Interventional Cardiovascular Technologist
Registered Lead Computerized Tomography Tech
Registered Lead Interventional Cardiovascular Technologist
Registered Nuclear Medical Technologist
Registered Pediatric Radiologic Technologist
Registered Radiation Oncology Technologist
Registered Radiologic Technologist
Registered Radiologic Technologist – Mammographer
Registered Ultrasound Technologist – Vascular
Registered Ultrasound Technologist (1 registration)
Registered Ultrasound Technologist (2 registrations)
Registered Ultrasound and Vascular (3 registrations)
Respiratory Care Limited Permit Holder 1
Special Procedures Radiologic Technologist
Supply Inventory and Maintenance Technician
Traffic Coordinator
Vascular Specialist I
Vascular Specialist II

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the “WRCS Technical Unit.”

(c) All Full-Time Employees, Part-Time Employees, and Temporary Employees employed at Northside Medical Center located in Youngstown, Ohio in the following job titles:

Assistant Head Medical Technologist
Clinical Dietitian
General Blood Bank Technologist
General Cytology Technologist
Head Cytology Technologist
Head Medical Technologist
Head Medical Technologist: Specialist Immunoassays & Electrophoresis
Laboratory Information System Specialist
Lead Pharmacist
Medical Social Worker 1
Medical Social Worker 2
Oncology Pharmacist
Pathology Assistant
Physical Therapist
Registered Blood Bank Technologist
Registered General Medical Technologist
Section Head Blood Bank
Staff Pharmacist

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "WRCS Professional Unit."

(d) All Full-Time Employees, Part-Time Employees, and Temporary Employees employed at Trumbull Memorial Hospital in the following job titles (or their Registry/Certification-Eligible equivalents):

- Certified Occupational Therapy Assistant
- Certified Respiratory Therapy Technician
- Clinical Instructor
- CT Lead Technologist
- CT Technologist -- Registered and Non-Registered
- Ergo Evaluator
- Graduate Technologist Radiology
- Interventional Lead Technologist
- Interventional Technologist -- Registered and Non-Registered
- Invasive Cardiac Technologist -- Registered and Non-Registered
- Lead Diagnostic Technologist
- Lead Radiation Therapy Technologist
- Licensed Massage Therapist
- LPN
- Mammography Lead Technologist
- Mammography Technologist
- Medical Imaging Assistant
- Milieu Therapist
- MRI Lead Technologist
- MRI Technologist -- Registered and Non-Registered
- Nuclear Medicine Lead Technologist
- Patient Coordinator
- Physical Therapy Assistant
- Physical Therapy Assistant Case Manager
- Radiation Therapist -- Registered and Non-Registered
- Registered Nuclear Medicine Technologist
- Registered Radiologic Technologist
- Registered Ultrasound Technologist – Vascular
- Registry Eligible Respiratory Therapist
- Respiratory Therapist I (Sleep Lab HRH)
- Respiratory Therapist II (Sleep Lab HRH)
- Respiratory Therapist I and
Respiratory Therapist II
- Respiratory Therapy Technician
- Sleep Lab Coordinator
- Sleep Lab Technician, Certified and Non-Certified
- Surgical Radiologic Technologist
- Technical Assistant
- Ultrasound Lead Technologist
- Ultrasound Technologist, Registered and Non-Registered

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "Trumbull Technical Unit."

(e) All Full-Time Employees, Part-Time Employees, and Temporary Employees employed at Trumbull Memorial Hospital in the following job titles:

- Activity Therapist
- Activity Therapy Coordinator
- Athletic Trainer
- Clinical Dietitian
- Cytotechnologist
- Histology Technologist I and II
- Laboratory Information System Manager, per side letter of 1/13/2004
- Librarian
- Medical Technician
- Medical Technologist I and II
- Occupational Therapist
- Oncology Pharmacist
- Pharmacist
- PHP Coordinator
- Physical Therapist
- Psych Social Worker
- Senior Technical Support Specialist
- Social Worker
- Speech Pathologist
- Wellness Program Coordinator

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "Trumbull Professional Unit."

(f) All Full-Time, Part-Time, and Temporary Employees employed at Trumbull Memorial Hospital in the following job titles:

- Accountant
- Accountant I
- Accounting Clerk
- Accounts Payable Clerk
- Buyer Purchasing
- Computer Analyst
- Computer Operator
- Jr. Accountant
- Lead Computer Operator
- Lead Operator
- Mail Clerk
- Micrographics Clerk
- Payroll Clerk
- Program Analyst
- Switchboard Operator I and II
- Systems Manager Network

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "Trumbull Business Office Unit."

(g) All Full-Time, Part-Time, and Temporary Employees employed at Employer's Patient Financial Services Department in the following job titles:

- Cash Application Clerk
- Claims Processor
- Customer Service
- Financial Counselor
- Insurance Collector
- Reimbursement Validation Specialist
- Support Service
- Technical Appeals Coordinator

Hereinafter, the employees in the job titles identified above in this subsection shall be referred to as the "Patient Financial Services Unit."

Section 3. Employees of Forum Health working in all other job titles or functions at Forum Health are excluded from this Agreement, as are Casual Employees, and Supervisors.

Section 4. Nothing in this Agreement shall limit the right of the Employer to promote employees from a unit to existing or future jobs outside a Unit.

Section 5. If any dispute arises concerning the inclusion of any job title or employee within the Unit as defined in this Article, the dispute shall be processed as a grievance under this Agreement.

Section 6. The term "bargaining unit," wherever used herein, refers collectively to the employees employed in the seven Units listed in Section 2 of this Article.

ARTICLE 3: UNION SECURITY AND DUES COLLECTION

Section 1. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. Those who are not members on the effective date of the Agreement shall on the thirty-first (31st) calendar day following the effective date of this Agreement become and remain members of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. It shall also be a condition of employment that all employees hired on or after the effective date who are covered by this Agreement shall, on the thirty-first (31st) calendar day following their hire, become and remain members in good standing in the Union or tender to the Union the initiation fees and periodic dues that are the obligations of its members. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership is denied or whose membership is terminated for reasons other than failure to make tender of or failure to make payment of, initiation fees or periodic dues, uniformly required of members as a condition of acquiring and maintaining membership.

Section 2. No employee (including Temporary Employees) shall be discharged by the Employer for failure to comply with the requirements of Section 1 of this Article until the Union shall have notified the Employer and the employee in writing of such default, and said employee shall have had thirty (30) days after receipt of such notice by the Employer and the employee in which to bring himself into compliance. The Union agrees to indemnify and save the Employer harmless from any action growing out of a discharge effected at the request of the Union.

Section 3. The Employer, upon receipt of a lawful, written authorization from an employee, shall, pursuant to such authorization, deduct from the employee's wages each pay period, and remit to the Union regular Union dues and initiation fees as required by this Article. The Union shall notify the Employer in writing of any and all amounts to be deducted from the pay of any employee pursuant to this Article, shall provide the Employer with a current authorization form signed by newly hired employees, and shall promptly notify the Employer of changes to any employee's authorization form. The Union shall notify the Employer in writing of any change in the monthly dues or initiation fees at least thirty (30) days in advance of such day the new amount is to be deducted.

Section 4. The Employer's obligation to make such deductions from an employee's pay shall terminate automatically upon: (i) termination of employment; (ii) transfer of an employee to a position other than one covered by the bargaining unit; (iii) layoff from work; (iv) periods of leave of absence without pay; (v) valid revocation of the checkoff authorization in accordance with its terms or with applicable law, and (vi) any other reason required by applicable law.

Section 5. The Employer shall not be obligated to make dues deductions of any kind for any employee who during any pay period involved shall have failed to receive sufficient wages to equal the applicable deduction.

Section 6. The Employer shall withhold political action fund deductions from each pay received from those employees who have voluntarily and individually authorized such deductions by authorizing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues, in the same manner as Union dues.

Section 7. Deductions provided in this Article shall be transmitted to the Union following the end of the pay period. The Employer will electronically remit to the Union, together with its check for Union dues, a list of all employees whose dues and/or initiation fees have been deducted.

The Employer agrees to furnish the Union, each pay period, the names of newly-hired employees and their employee numbers, addresses, home telephone numbers, classifications of work, and dates of hire, and shall also electronically remit to the Union the names of terminated employees, together with the dates of termination, and the names of employees on leaves of absence and layoff status with right to recall.

Section 8. The Employer assumes no obligations including legal or financial, arising out of the provisions or application of this Article. The Union agrees that it will indemnify and hold the Employer harmless from any and all actions, claims or proceedings of any nature whatsoever, including attorneys fees, by any employee or other person or entity, arising from actions taken by the Employer pursuant to this Article.

ARTICLE 4: PROBATION PERIOD

Section 1. The probation period shall be considered a post-hiring trial period for the employee and the Employer.

Section 2. New employees shall have a probation period of ninety (90) calendar days (including weekends and holidays) from the last date of hiring. During this period or at the end of this period, the employee may be disciplined, suspended, transferred or discharged at the will of the Employer and such action shall not be subject to the grievance and arbitration procedure provided in this Agreement. An employee's seniority under this Agreement shall not commence until after the completion of the probation period and shall be retroactive to the most recent date of hire. Temporary employees, who become regular full or part-time employees, shall have their seniority retroactive to the most recent date of hire.

Section 3. The probation period may be extended beyond the period of ninety (90) calendar days (including weekends and holidays) by mutual agreement between the Employer and the Union. If the probation period is extended, the employee's status under this Agreement shall be the same during the extension as it is during the period under Section 2 of this Article. In the event an employee whose employment has terminated for any reason whatsoever is rehired, he shall be considered a new employee and subject to the provisions of this Article.

For WRCS Professional Unit Only:

Section 4. Employees working in a classification requiring certification, registration, or licensure must be certified, registered, or licensed within one year (for Laboratory employees) or within the lesser of one (1) year or two (2) opportunities to take the Ohio Licensing examination (for Pharmacy employees) from the date of employment or the employee may be discharged.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1. Except as limited by express provision of this Agreement, the management of the Employer, the control of the premises, and the direction of the working forces are vested exclusively with the Employer. The right to manage includes, but shall not be limited to, the right to determine the size and composition of the workforce; to determine medical and patient care standards and methods; determine the quantity, type, and manning requirements of equipment to be used; determine the areas to be worked, time for work, type of work to be performed, and method and place of performing work; reorganize, discontinue, or enlarge any part or all of any department or section, service, or job classification; evaluate employees; determine overtime; establish reasonable work rules, reasonable dress codes, reasonable safety regulations, and reasonable performance standards; hire, transfer, promote; discipline or suspend for just cause, or discharge or terminate for just cause; layoff; determine staffing patterns, shifts, schedules, and the number of hours to be worked by employees; assign duties to employees in accordance with the needs and requirements determined by the Employer; determine or change the methods and means by which its operations are to be carried on; and carry out the ordinary and customary functions of management.

Section 2. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care, and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 6: UNION REPRESENTATION AND DELEGATES

Section 1. For the purpose of processing grievances the Employer shall recognize a reasonable number of Delegates to be determined by the Union, seven Grievance Chairs, and the appropriate number of Executive Board Members as determined by the Union. Any Delegate may represent any employee in any Department should the representative Delegate for that Department be unavailable. The Grievance Chair may represent all employees throughout the bargaining unit. Only one employee (whether a Delegate, alternate Delegate, or Grievance Chair) may leave a department at any given time for purposes of processing grievances under this Article.

Section 2. Delegates shall follow the following procedure in processing grievances:

(A) Before leaving his work station to process a grievance, the Delegate shall first report to his immediate supervisor (or the supervisor's designee) and request permission to leave his work station. The Delegate shall state the reason for his request and the department of the Employer to which he is going. Permission to leave will be granted based upon the needs of the Delegate's department and such permission shall not be unreasonably withheld. If supervision cannot permit the Delegate to leave his department at the time requested, supervision shall designate a time to leave his department as promptly as circumstances allow.

(B) When it is necessary for a Delegate to enter a department other than his own, he shall report first to the supervisor in charge of this department (or the supervisor's designee) and advise him of the purpose of his being there. Permission to enter will be granted based upon the needs of that department and the availability of the employee whom the delegate wishes to contact. If supervision is unable to grant permission to the Delegate to enter his department or section at the time requested, supervision shall then designate a time as promptly as circumstances allow to enter.

(C) The Delegate and the employee(s) involved in processing a grievance shall keep to a minimum the time lost from work due to the grievance handling, but if any employee, Delegate, alternate Delegate, or Grievance Chair anticipates that processing grievances will require him to be away from his department more than 30 minutes, he shall so notify his supervisor or the supervisor's designee.

(D) Upon returning to his work station, the Delegate shall first report to his immediate supervisor (or the supervisor's designee) before resuming work. If the supervisor is unavailable, the Delegate shall report as soon thereafter as possible.

(E) Delegates shall be permitted a reasonable amount of time to investigate and process grievances during working hours without loss of pay or benefit. Delegates shall process grievances with proper regard for the Employer's operational needs and shall cooperate in good faith with the Employer in keeping to a minimum of time lost from work due to grievance handling.

Section 3. Should a Delegate have a grievance in connection with his own work, he may ask and receive the assistance of the Grievance Chair or Administrative Organizer.

Section 4. The Union shall furnish the Employer every six months with a list of the names, home addresses and telephone numbers of its officers, Executive Board Members, Delegates, alternate Delegates, and Grievance Chair(s), indicating, as appropriate, the department(s) to which each is assigned, and shall notify the Employer in writing of any changes therein. The

Employer shall not be required to discuss any grievance with anyone other than the grievant and the Delegate or Grievance Chair.

ARTICLE 7: GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a "grievance" shall be defined as a dispute by the Union, Employer or an employee concerning the application of, or compliance with, the terms of this Agreement. Grievances shall be processed in accordance with the following provisions, except that the Employer and Union may mutually agree to waive any step and advance the grievance directly to the next step of the grievance procedure:

STEP 1. Except in the case of employee terminations (which begin the grievance procedure at Step 3), an employee having a grievance shall take it up promptly by filing the grievance in writing with his immediate supervisor, either alone or accompanied by a Union Delegate or alternate Delegate if the employee wishes. To be processed under this procedure, the written grievance must be filed (either with the supervisor or the appropriate Step 3 Employer representative) within seven (7) calendar days after the employee knew or should have known of the events giving rise to the grievance, whichever is earlier. The grievant shall clearly state that the grievance is being brought pursuant to Step 1 of the grievance procedure. The supervisor shall promptly give his answer in writing within 7 calendar days of receiving the written grievance.

STEP 2. If the employee's grievance is not satisfactorily resolved at Step 1, the grievant may proceed to Step 2 by appealing the grievance in writing to the Department Head within 7 calendar days of receiving the supervisor's Step 1 answer. The Department Head shall answer the appeal in writing within seven (7) calendar days after the grievance has been appealed to Step 2.

STEP 3. If the grievance is not satisfactorily settled at Step 2 of this procedure, or the grievance involves an employee termination then the written grievance may be appealed (or, in the case of employee terminations, filed with) to the senior executive staff member with responsibilities for the Department in question or his designee. Any such appeal must be made within seven (7) calendar days after the written answer in Step 2 of this procedure. If appealed, the grievant, his Delegate (or alternate Delegate), his Grievance Chair, and the senior executive staff member with responsibilities for the Department in question (and/or his designee(s)) shall meet within ten (10) calendar days after the grievance has been filed at Step 3. The Union Organizer may attend this meeting. The written answer shall be given within ten (10) calendar days after the parties' last meeting. Any grievance the Union may have with the Employer, including a grievance which affects a group of five or more employees, or which involves the disciplinary suspension or discharge of an employee, or which the Employer may have with the Union, shall initially be filed in writing at Step 3, and must be filed within seven (7) calendar days after the individuals involved knew of or should have known of the events giving rise to the grievance. The Union will identify the employees or group to whom the grievance applies on the grievance form at the time it files the grievance in writing at Step 3.

STEP 4. If the grievance is not satisfactorily settled at Step 3, either the Union or the Employer may file a written Request for Arbitration or Request for Mediation. Such requests shall be made in writing to the Vice President of Human Resources or the Union Organizer within thirty (30) calendar days after the Step 3 answer. Failure to timely file a written Request for Arbitration or Request for Mediation, respectively, shall constitute a waiver of the right to arbitrate or mediate the grievance, as the case may be, and the grievance shall be considered resolved as set forth in the Step 3 answer. A party receiving a Request for Mediation may

decline mediation by informing the initiating party in writing within seven (7) calendar days following receipt of the Request for Mediation. Where mediation is declined, the grievance shall automatically advance to arbitration.

Section 2. The parties have set time limitations in order to require the prompt processing and disposition of grievances. Time limitations provided for in this Article may be extended only by mutual agreement of the Employer and the Union. Any grievance not presented within the time limits provided in this Article shall be considered no grievance, and any grievance disposition that is not appealed within the time limits provided for in this Article shall be considered resolved and closed on the basis of the last disposition. If the Employer fails to respond in accordance with the time limits established in this Article, the grievance shall be considered resolved in favor of the grievant.

Section 3. A written grievance shall set forth the facts upon which the grievance is based, the approximate time of their occurrence, the individuals involved, the specific sections of the Agreement claimed to be violated and the reasons the grievant believes the sections have been violated, and the relief or remedy requested. Every written grievance must be signed and dated by the grievant or his Delegate.

Section 4. Mediation:

(A) Grievance mediation sessions shall be held every other month at such times as are mutually agreed by the parties, or at some other regular interval as appropriate depending upon the number and complexity of unresolved grievances, for the purpose of discussing and settling any unresolved grievance(s) which have arisen since the previous grievance mediation session. Either party may, by filing with the other party a Request for Mediation described in Step 4, propose active grievances for mediation review, and modifications may be made to the grievance mediation list as circumstances change, and as the parties mutually agree. Any such request to change, however, shall be made in writing by the initiating party not less than ten (10) calendar days prior to the scheduled mediation.

(B) At the mediation, the Union may have present the grievant, appropriate Union representatives, and any necessary witnesses. The Employer may have present any appropriate representatives and witnesses. Every effort will be made by both parties to conduct mediation discussions as efficiently and concisely as possible.

(C) No later than thirty (30) days after the effective date of this Agreement the parties shall select a mediator to serve for the first year of the contract. The parties agree that the use of a single mediator will bring continuity and experience to the mediation process and will result in the maximum number of grievances being settled short of arbitration. The selection of a mediator for successive years of the Agreement shall be conducted not later than thirty (30) days prior to each successive anniversary date of the contract. The parties may, by mutual agreement, use the same mediator in successive years.

(D) Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation. Any discussions held in the course of the grievance mediation process shall be considered "off the record" and shall not be referred to, and shall be inadmissible, in any subsequent arbitration, NLRB, judicial, administrative, or other official hearing or proceeding. The function of the mediator is to provide the parties with skilled advice to bring about a resolution of the grievance submitted and/or as to what is likely to happen in arbitration hearing in order to make settlement of the grievance more likely.

(E) Any grievance that is not settled, granted, or withdrawn at the grievance mediation may be appealed to arbitration pursuant to Step 4 by serving on the other party a Request for Arbitration within thirty (30) calendar days of the conclusion of the mediation.

(F) The fees and expenses of the Mediator shall be borne equally by the parties.

Section 5. Arbitration:

(A) If the grievance is not resolved or withdrawn at the conclusion of Step 3 and, if applicable, the mediation process, either party may elect to submit it to arbitration by filing with the other a Request for Arbitration. The parties shall select an arbitrator from the permanent panel by mutual agreement or by alternate strikes, with the first strike being made on an alternating basis.

(B) The parties shall agree to a permanent panel of seven (7) arbitrators from among whom arbitrators in specific cases will be selected. If the parties are unable to agree on a panel or any portion thereof, they shall meet and agree on a neutral method for selecting the panel or the remaining portion thereof. Arbitrators shall serve for the duration of the Agreement and shall accept their appointment in writing, provided however, each party during the term of this Agreement shall have the right to unilaterally remove any arbitrator from the panel. A replacement for any removed arbitrator shall be mutually selected by the parties.

(C) Arbitration cases shall be scheduled by mutual agreement of the parties and the Arbitrator. Only one (1) grievance shall be determined by the arbitrator at any hearing unless the parties mutually agree otherwise. At the conclusion of the arbitration hearing, and after the completion of such briefing schedule agreed to by the parties, the arbitrator shall render a written decision. The arbitrator shall not have any power to add to or subtract from or modify in any way any terms of this Agreement. In determining the amount of back pay, if any, the arbitrator shall deduct from any award the sums received from unemployment compensation and any other compensation received in excess of pre-termination amounts from other employers while the employee was not working for the Employer. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees.

(D) Costs of any transcript shall be borne by the party ordering a copy unless both parties request a transcript, in which case transcript costs shall be shared equally between the parties. The fees and expenses of the arbitrator shall be borne by the non-prevailing party.

Section 6. The resolution or settlement of any grievance prior to arbitration shall not be considered as setting a precedent for future cases.

Section 7. Employer shall pay for any scheduled work time lost of Union delegate (no more than three), at their regular straight time rate of pay, and the grievant at grievance hearings and/or mediation sessions. The Employer shall not pay for any scheduled work time lost of other employees who are not the grievant, but yet desire to attend a grievance meeting or mediation session, unless Employer requires the non-grieving employee to participate in any such meeting or session or unless mutually agreed upon by the Employer and the Union. The Employer also shall not pay for any scheduled work time lost of any grievant, Union delegate, or other employee due to preparation for a mediation or arbitration hearing unless the Employer requires the employee to attend the preparation session. However, other employees may request to utilize available personal days or vacation time to attend a grievance, mediation, or arbitration session, which request shall not be unreasonably denied.

ARTICLE 8: NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement, the Employer shall not lock out employees covered by this Agreement.

Section 2. During the term of this Agreement, the Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walk out, work stoppage, picketing, sympathy strike or other interference with any operation of the Employer. The Union and the Employer agree that all directions and orders of Employer supervisors shall be complied with by employees during any period when a dispute is being processed through the grievance procedure provided by this Agreement. The Union shall at all times cooperate with the Employer in continuing operations of the Employer in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Section 2 of this Article.

Section 3. Violations by employees of Section 2 of this Article shall be proper cause for disciplinary action up to and including discharge for the first offense. Such disciplinary action shall not be subject to review upon any ground other than whether the employee engaged in activity prohibited by Section 2 of this Agreement.

Section 4. In the event there is any activity in violation of Section 1 or Section 2 of this Article, the non-violating party shall have no obligation to negotiate upon the merits of the dispute involved until such time as the violative action is fully terminated and normal operations have been resumed.

Section 5. In addition to any other liability, remedy or right provided by applicable law, in the event any violation of the preceding Section 2 occurs, the Union, within twenty-four (24) hours of receipt of a written request by the Employer, shall:

- (a) Publicly disavow such action to the employees;
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned, encouraged, financed, and/or assisted by the Union;
- (c) Notify employees that such action is prohibited by this Agreement, and that the Union disapproves of such action, and instruct such employees to cease such action and return to normal operations immediately;
- (d) Deliver notice to the Employer for posting advising that the Union has disapproved such action and instructed employees to return to normal operations immediately.

If the Union takes the action described in paragraphs (a) - (d) above, the Union shall incur no liability for any violation of this Article.

Section 6. In the event that the Union does not take each of the actions set forth in Section 5 above, and/or in the event that the Employer claims that the Union or any officer or agent or representative thereof violated its obligations under Section 2 of this Article, the Employer may forthwith file a grievance with regard to same and submit such grievance to arbitration under the arbitration procedure provided for in this Agreement, and the Union and the Employer shall both cooperate to bring about an arbitration as expeditiously as possible. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to the Employer against the Union, and the Union hereby consents to the entry by or on behalf of the Employer of any appropriate decree, order, or judgment in any Court of competent jurisdiction, based on such award and for the purpose of permitting the Employer to enforce and implement such award.

Pending arbitration and the result of the arbitrator's award, the Union agrees the Employer may, at its discretion, seek an appropriate restraining order from any Court of competent jurisdiction.

ARTICLE 9: SENIORITY

Section 1. Seniority is the right of an employee to continue in the employment of the Employer and to exercise job rights under the terms and conditions of this Agreement.

Section 2. Hospital Seniority is the length of time a Full-Time or Part-Time Employee has been continuously employed from the last date of hire by the Employer. Hospital Seniority shall be used to calculate pension benefits and, to the extent provided in Article 30, vacation eligibility.

Section 3. Bargaining Unit Seniority for full and part-time employees in the WRCS Units shall be calculated as follows:

(A) Current employees: As of December 31, 2006, seniority for current employees shall be what an employee has been credited for as of December 31, 2006. Thereafter; additional seniority shall accrue based on the calendar year with one calendar year equating to one year of seniority. Seniority shall be measured for each employee at the end of each calendar year.

(B) New employees: All employees hired after January 1, 2007 shall have seniority calculated at the end of the calendar year by utilizing the following formula: For each 173.3 hours of work the employee shall accrue one month of seniority. On December 31st in the year following the date of hire the employee's seniority shall be calculated by the above formula. Starting on January 1st following an employee's first year of employment, an employee shall accrue one (1) year of seniority based on the calendar year with one calendar year equating to one year of seniority and an employee's seniority shall be measured as of the end of each calendar year.

Section 4. Bargaining Unit Seniority is defined as the length of time a Full-Time or Part-Time Employee has been continuously employed in his current Unit (meaning one of the seven Units listed in Article 2, Union Recognition). Bargaining Unit Seniority shall not transfer from one Unit to another Unit.

Bargaining Unit seniority for employees employed in one of the seven Units in Article 2 at the inception of that Unit shall be their Hospital Seniority. Employees merged or integrated into the Business Office/Clerical Unit from September through December 1999 shall have Bargaining Unit Seniority equal to their Hospital Seniority.

Bargaining Unit seniority for employees who enter(ed) one of the seven Units at any time after the Unit's inception shall be calculated based on the employee's date of entry into the Unit.

Section 5. Departmental Seniority is the length of time a Full-Time or Part-Time Employee has been continuously employed in any occupation within his current Department based upon his last date of entry into that Department. Employees working in more than one (1) department shall accrue seniority in their bid department only.

Section 6. Employees in the Trumbull Technical, Trumbull Professional, Trumbull Business Office, and Patient Financial Services Units will accrue seniority based on their anniversary year, with one (1) anniversary year equating to one (1) year of seniority.

Section 7. Per Diem Employees shall accrue seniority only if and to the extent that they accrued seniority prior to the effective date of this Agreement, which accrual practices will remain in effect for the duration of this Agreement.

Section 8. When it is necessary to break a seniority tie because all relevant types of seniority for certain employees are equal, the Employer will break ties using the last four digits of affected

employees' social security numbers, with the employee having the higher number (9999) receiving the benefit of seniority over the employee having the lower number (0000).

Section 9. In the event an employee leaves one of the seven Units listed in Article 2, Union Recognition, for another position with Employer, the employee's seniority shall be frozen for one (1) year.

Section 10. An employee shall lose all forms of seniority and shall cease to be an employee when he:

- (a) resigns, quits, or retires;
- (b) is discharged for just cause unless restored as a grievance response or arbitration award;
- (c) is laid off for a period of twenty four (24) consecutive months;
- (d) is absent for three (3) or more consecutive working days without providing prior notice to the Employer, unless reasonable cause satisfactory to the Employer is shown;
- (e) fails to give notice of his intention to return to work from layoff within five (5) calendar days (excluding Saturdays, Sundays, and Holidays) after the date of certified mailing (return receipt requested) of such notice (to the employee and the Union), or fails to return to work within five (5) calendar days after accepting said notice;
- (f) fails to accept a recall from layoff, unless the employee was full-time immediately prior to the layoff and the recall is to part-time status; or
- (g) fails to report to work at the expiration of any Leave of Absence or vacation,

unless the reason for the failure to return to work is justified and the employee has provided the Employer advance notice of the inability to report or the reason is of an emergent nature and the employee is incapable of providing such notice. This Section shall not, however, allow an employee to exceed the limitations on leaves of absences set forth elsewhere in this Agreement.

Section 11. The types of seniority identified in Sections 1-4 above are used for different purposes in each of the seven different Units identified in Article 2, Union Recognition, according to the Seniority Table set forth as Appendix A to this Agreement.

Section 12. The Employer shall post in each Department an updated seniority list showing relevant seniorities for the employees in the Department annually. Unless an employee makes objection thereto in writing within thirty (30) calendar days after the list is posted, he shall be bound by the information on the list and he shall not thereafter be permitted to question his seniority as listed thereon.

ARTICLE 10: WORKWEEK AND HOURS

Section 1. Except as otherwise provided herein, the normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days or fewer during a calendar week, exclusive of time allotted for meals. The work week shall start at 12:01 a.m. Sunday and end midnight Saturday, except where otherwise mutually agreed by the Employer and the Union. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Any employee's work day shall be defined as the twenty-four (24) hour period commencing with the time he or she is scheduled to start work. An employee who works a second shift or part of a shift within his or her work day shall not be considered to have established a new work day. This Section shall not apply to part-time employees whose normal work schedule is less than eight (8) hours per day. Such part-time employees shall not be paid overtime in accordance with Section 1, Article 13, until they have worked in excess of eight (8) hours in the twenty-four (24) hour period measured from the time they start to work.

Section 3. Employees scheduled to work a shift of eight (8) hours will be granted two (2) paid fifteen (15) minute rest periods, one rest period in the first half of the shift and one in the second half of the shift. Employees scheduled to work a shift of eight and one-half (8 1/2) hours will be granted two (2) paid fifteen (15) minute rest periods, one rest period in the first half of the shift and one in the second half of the shift, and a one-half (1/2) hour unpaid meal period. Employees scheduled to work less than eight (8) hours, but who work more than five (5) hours shall be given a paid fifteen (15) minute break to be scheduled by the department head at the convenience of the Department after working five (5) hours. The rest periods may be taken in conjunction with the meal period if agreeable to the Employer and the employee and is not disruptive to the operational needs of the department. The rest periods may not be scheduled within the first or last hour of the work shift unless the current practice is otherwise. Those employees whose presence is required at their assigned station as determined by the Employer during the entire work shift and have no relief available shall be permitted to eat at the station and shall be paid for that time constituting a "straight eight hour" work day.

Where the current practice exists, a department head may, based on the work requirements of the department, schedule the Department for a one (1) hour lunch period in lieu of a half (1/2) hour unpaid lunch period and two (2) fifteen (15) minute paid rest periods.

Those employees who cannot eat in the work area due to safety and/or legal restrictions shall be provided a clean area and a reasonable period of time in which to eat. An existing practice of a "straight eight hour" work day shall continue for all such shifts and job titles.

Section 4. A minimum of four (4) week schedules of work shall be posted in the Department no later than ten (10) days, but no more than thirty (30) days, before the beginning of the scheduled work week. The Employer may make deviations from the posted schedule to meet the operational needs or changes of the Employer only when events altering the staffing needs of the department which were unplanned at the time of the posting occur. Unplanned events which may include illness or events in which an employee will be absent greater than five (5) days or more and it is determined that such shifts need to be assigned Article 13, Section 3 will be followed. In addition work assignments and start times may be changed based on operational needs in accordance with seniority. The Employer will make every attempt to minimize the change in the posted schedule. The Employer shall give the employee notice of any changes as far in advance as possible.

Where the practice currently exists, a minimum four (4) week rolling schedule of work shall be posted in the department no later than noon on Thursday before the scheduled work week.

Section 5. WRCS Professional Unit (Laboratory) only. An employee may request a reasonable variation in the days and hours of a shift he works provided there is mutual agreement between the employee and his supervisor. During the term of this Agreement the Employer may not establish a new starting time within a shift without first providing the Union a thirty (30) day notice.

Section 6. After the work schedule is posted, employees may switch equivalent work days among themselves as long as the substitute working employees are capable of immediately performing the necessary work, as long as the overtime or other premium pay does not result, and as long as the Employer approves of the switch. The Employer will not unreasonably deny the switch.

Section 7. Employees are individually responsible for recording their own time by whatever means is designated by the Employer, and employees shall be paid on the basis of time recorded by whatever means is used for such purpose. Except where the current practice is otherwise, employees who leave the Employer for lunch, must clock out when they leave and clock in when they return and depending on the department, may need to obtain their supervisor's prior approval.

Section 8. There shall be no split shifts except by mutual agreement by the parties.

Section 9. This Agreement contemplates that employees may be working on as many as three (3) shifts: a day shift, an afternoon shift, and a night shift.

Section 10. When an employee is called to work on his scheduled day off, except by mutual consent, his remaining schedule shall not be altered to avoid the payment of any overtime or premium pay. If this provision is violated, the employee shall be paid for all earnings lost as a result of the change.

Section 11. In formulating work schedules to be posted, after part-time employees have been assigned their minimum agreed upon hours, any additional hours needed, as determined by the Employer, will be scheduled by seniority in accordance with Appendix A, Seniority Grid among the part-time employees desiring extra hours in the job title involved provided it will not result in overtime or premium pay. If additional hours are needed after all part-timers have been offered extra hours, part-time employees may be scheduled up to two (2) additional shifts in a 4-week schedule. For any hours which become available after the schedule has been posted, reasonable efforts will be made to offer such hours to department part-time employees within the job title involved on the basis of seniority in accordance with Appendix A, Seniority Grid provided that it will not result in overtime or premium pay or in revisions to the schedules of other employees. This provision does not affect any requirements regarding mandatory overtime. Part-time employees who are willing to work in job titles other than their own, in which they are qualified to perform the work, may sign up for such additional hours at the location designated by the Employer with the approval of both department heads involved. The Employer may grant such employees additional hours after the hours have been offered to part-time employees working in the job title.

Section 12. Employee(s) who have not reported to their assigned work area at the scheduled starting time will have their hourly wage reduced in six (6) minute intervals. Employees who have not called in to report their absence prior to their scheduled starting time and who have not reported to their assigned work area within one (1) hour of their scheduled starting time will be

considered absent for the work day. Unless operational needs dictate otherwise, employees who do call in to report their absence prior to their scheduled starting time shall be permitted to work the balance of the work day.

Section 13. An employee shall report the reason for any absence through his designated call-off procedure at least two (2) hours prior to his scheduled starting time unless an emergency (defined as a sudden unexpected occurrence) requires otherwise. Nothing in this section shall be construed to grant the employer permission implicit or otherwise to violate an employee's right to confidentiality as outlined under the HIPPA legislation that all employees are held to. The Employer maintains the right to exercise all of its management rights to maintain an adequate workforce and its right under FMLA with respect to employee serious health conditions.

Section 14. An employee will not be required to work more than sixteen (16) consecutive hours except in the case of an emergency (defined as a sudden and unexpected event demanding immediate resolution) and only with prior approval of his supervisor.

Section 15. Full-time and part-time employees will not be required to work more than two (2) different shifts per week, unless requested by the employee, or the employee volunteers to work overtime on another shift.

Section 16. Excluding the Trumbull Professional Unit who do not have mandatory leave or low census days; the parties agree that volume related staffing adjustments may be made within a department or unit, within a job classification, by the hospital due to operational needs and with one (1) hour prior to the employee's starting time, in the following order:

1. Cancel any shift in which premium time is being paid or scheduled shifts above the employee's minimum FTE requirement, in the applicable department, within a job classification where applicable, among those employees working on the same shift, provided those who remain have the necessary qualifications to perform the work. Partial shifts may only be cancelled at the beginning of the shift if the employee is in agreement. Once a premium pay employee has reported to work, they cannot be cancelled until they have worked four (4) hours.
2. Offer paid time off in the following order:
 - a. An employee who wants to be considered for paid time off in the event of a volume related staffing adjustment must submit a request to their supervisor responsible for staffing in their department. Management shall designate an appropriate supervisor.
 - b. The Hospital will offer paid time off to those employees who have submitted requests for the same on a rotating basis in accordance with Appendix A Seniority Grid, "Overtime" column.
3. Voluntary unpaid leave days will be offered and granted, according to Appendix A, Seniority Grid, "Overtime" column, if there are no or insufficient volunteers for paid time off.
4. Paid on call may be offered, in accordance with Appendix A Seniority Grid "Overtime" column, at the Hospital's discretion first to those Employees working premium pay within the department and job classification where applicable, provided those who remain have the necessary qualifications to perform the work and second to non-premium pay within Employees the department and job classification where

applicable. All paid on call hours will be voluntary. The paid on call Employee will have forty-five (45) minutes to report to work from the time they are called.

There shall be no mandatory time off.

Section 17. The Employer may not assign regular part-time employees to work shifts less than eight (8) hours unless specified in the job bid, or as currently practiced and scheduled at the signing of this Agreement.

Section 18. WRCS Professional Unit: Weekend schedules shall be posted a minimum of three (3) months in advance. Employees shall be permitted to switch or trade weekends so long as the employee assuming the weekend possesses the skills and abilities to perform the work in question. The Employer shall not unreasonably withhold approval of the switch or trade. Weekends shall be assigned equitably.

For WRCS Laboratory employees who are scheduled more than thirty (30) weekends in the calendar year shall be compensated at time and a half for each weekend worked exceeding thirty (30) weeks. This benefit will not include any request for weekend work, voluntary additional weekends, or extra weekends resulting from switches or trades between employees. Employees shall be scheduled off the weekend before and after the scheduled vacation. Weekends will be assigned to employees who voided their vacations after the weekend schedules have been posted. Payment of one and one half (1 ½) times the employee's regular rate will be made for consecutive scheduled weekends worked in excess of three (3). However, for purposes of this Section, vacation and personal days taken on a weekend count as a weekend off; a call off on a weekend, or any part thereof, counts as a weekend off; voluntary overtime, if taken, does not count as a weekend worked; and trades must be approved in advance by supervision. Furthermore, where an employee has a leave of absence, this weekend schedule limitation will be prorated accordingly. Excluded from this provision are the Social Workers. However, nothing in this Section precludes the potential assignment of weekend work to these positions, but not in excess of the limits described herein. The weekend is defined, for purposes of this Section, as Saturday 7:00 a.m. through Monday 7:00 a.m., or any part thereof.

For WRCS Pharmacy employees who are scheduled more than twenty-six (26) weekends in the calendar year shall be compensated at time and a half for each weekend worked exceeding twenty-six (26) weeks. This benefit will not include any request for weekend work, voluntary additional weekends, or extra weekends resulting from switches or trades between employees. Employees shall be scheduled off the weekend before and after the scheduled vacation.

TMH Professional (Laboratory) Unit. The weekend schedules will be posted for one (1) year in advance after the scheduling of approved vacations. The weekend schedule may be adjusted due to voided vacations and leaves of absence. Approved vacations will be honored. Requests for weekends off will be accepted, however, if revisions to the weekend schedules are necessary and it is necessary to deny such requested weekends off that will be done by the last date of the request with seniority being the tiebreaker.

For Lab Technicians in WRCS Technical Unit only, the department manager will post the Sunday schedule for such employees a minimum of three (3) months in advance.

Section 19. Where a starting time of a position with a fixed regular starting time is changed by more than thirty (30) minutes and such changes shall remain in effect for more than thirty

(30) calendar days, seniority in accordance with Appendix A, Seniority Grid, shall control assignment to the new work day amongst employees on that shift (day, evenings, nights).

Section 20. If an employee works at least fifty (50%) plus one hour into their scheduled shift the employee shall not be considered absent for the purposes of the Employer's disciplinary policy. No employee required to leave the work place for medical reasons as determined by Employee Health Services or the Emergency Department shall incur an occasion of absence.

ARTICLE 11: ALTERNATE SCHEDULES

Section 1. The Employer may offer and expand alternate schedules as operational needs, staffing and scheduling concerns allow.

Section 2. 10-Hour Shifts. The Employer may establish 10-hour shifts after advance notice and discussion with the Union and with affected staff. 10-hour positions will be awarded in accordance with seniority. All 10-hour shift employees shall be governed by the following terms and conditions of employment:

(A) Overtime will be paid for those hours worked over ten (10) hours worked in one day or forty (40) hours worked in one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.

(B) Employees on a 10-hour shift will earn vacation on the same basis as any other employee.

(C) Employees on a 10-hour shift will be scheduled for vacation in the same manner and paid vacation pay as other employees working under this Agreement.

(D) Employees on a 10-hour shift will be paid eight (8) hours pay at their straight time rate for each holiday not worked.

(E) If the 10-hour shift employee works on a holiday, the employee will be paid for their hours worked and eight (8) hours of holiday pay.

(F) 10-hour shift employees will receive the number of personal days set forth in the Agreement, which will not exceed eight (8) hours of pay multiplied by the number of personal days, in a calendar year. The personal holiday may be taken in ten (10), eight (8) or four (4) hour increments.

(G) 10-hour shift employees will be paid shift differential in accordance with this Agreement.

(H) 10-hour shift employees will be paid Saturday and/or Sunday differential for hours between 11:00 p.m. Friday to 11:00 p.m. Sunday.

(I) 10-hour shift employees shall accrue and shall be paid sick time in accordance with the Agreement. For the purposes of sick time pay, a 10-hour shift employee shall be paid ten (10) hours.

(J) Employees scheduled on a ten (10) hour schedule shall receive funeral leave at ten (10) hours of pay, not to exceed their normal workweek.

(K) **For WRCS Basic, Technical and Professional Units:** Employees required to work more than 5.6 consecutive ten (10) hour days (56 hours) without a day off shall be compensated in accordance with Article 13, Overtime of this Agreement.

(L) Employees working ten hour shifts shall receive one (1) thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute breaks.

Section 3. 12-Hour Shifts. The Employer may establish 12-hour shifts after advance notice and discussion with the Union and with affected staff. 12-hour positions will be awarded in accordance with seniority.

(A) Employees who successfully bid on twelve (12) hour positions shall be scheduled and paid either:

(i) Work three (3) twelve (12) hour shifts per week and payment for thirty-six (36) hours of work or,

(ii) Work three (3) twelve (12) hour shifts and one (1) four hour shift for forty (40) hours of work.

(iii) With the agreement of the employee, Hospital, and the Union, a full-time 12-hour employee may work a weekly schedule of two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts for forty (40) hours of work.

(B) All 12-hour shift employees shall be governed by the following terms and conditions of employment:

(i) Employees working twelve hour shifts shall receive one (1) thirty (30) minute unpaid lunch break and three (3) paid fifteen (15) minute breaks.

(ii) Employees working a 12-hour shift shall earn vacation on the same basis as any other employee. One (1) week of vacation will equal forty (40) hours of vacation time. If one day of vacation is taken by a 12-hour employee who is regularly scheduled 36 hours per week, it will be paid at thirteen and three-tenths (13.3) hours and will be considered thirteen and three-tenths (13.3) hours taken. If a 12-hour employee is regularly scheduled to work 40 hours a week, such employee may take a 4 hour vacation day that coincides with her regular 4-hour work day. Vacation taken by 12-hour employees regularly scheduled 40 hours per week will be paid on an hour per hour basis.

(iii) If the 12-hour shift employee works on a holiday, the employee will be paid for their hours worked and eight (8) hours of holiday pay.

(iv) Employees on a 12-hour shift will be paid eight (8) hours pay at their regular straight time rate for each holiday not worked.

(v) 12-hour shift employees will be paid Saturday and/or Sunday differential for hours between 11:00 p.m. Friday to 11:00 p.m. Sunday.

(vi) Employees will receive the number of personal days set forth in the Agreement, which will not exceed eight (8) hours of pay multiplied by the number of personal days in a calendar year. Personal days may be taken in twelve (12), eight (8) or four (4) hour increments.

(vii) Employees shall accrue and shall be paid sick time in accordance with the Agreement. For the purposes of sick time pay, a 12-hour shift employee shall be paid twelve (12) hours.

(viii) Overtime shall be considered any hours worked over twelve (12) consecutive hours or over forty (40) in one (1) week.

(ix) **For WRCS Basic, Technical and Professional Units:** Employees on a 12 hour schedule will work no more than three (3) scheduled shifts in a row unless requested and waivers are signed by the employee making the request; waivers can only be effective up to 4.7 days. 12-hour schedule employees required to work more than 4.7 consecutive twelve (12) hour days (56.4 hours) without a day off shall be compensated in accordance with Article 13, Overtime of this Agreement.

(x) 12-hour shift employees will be paid shift differential in accordance with this Agreement.

(xi) Employees on a 12-hour schedule shall receive funeral leave at twelve (12) hours of pay, not to exceed their normal workweek.

(xii) Employees working three (3) twelve (12) hour shifts per week shall continue to be considered full-time for purposes of seniority and benefits.

(xiii) Employees working twelve (12) hour shifts shall only switch schedules with another employee working twelve (12) hour shifts.

(C) Part-Time Twelve (12) Hour Shifts. Part-time twelve (12) hour shift positions shall be governed by the provisions in (B) above.

Section 4. WRCS Professional Unit (Pharmacists) on the WRCS campus shall be entitled to their preference of shifts based on their seniority. As of January 1 of each year of this Agreement, WRCS Pharmacists will agree to be scheduled the following weeks per year on either the afternoon or night shift (out of preference), based on their seniority: (This will exclude working posted open afternoon shifts/volunteering for temporary 7 on 7 off shift assignments).

<u>Seniority</u>	<u>Weeks Scheduled Out of Preference</u>
More than 25 years	3 weeks
18 less than 25 years	4 weeks
10 less than 18 years	5 weeks
Less than 10 years	6 weeks

The off shifts shall be rotated from least senior to most senior on a continual basis. The "7-On/7-Off" Pharmacists will be exempt from this process.

ARTICLE 12: TIME WORKED

Time worked for purposes of accrual shall include the following:

- (a) Straight time hours worked;
- (b) Overtime hours worked, excluding premium hours;
- (c) Paid sick hours;
- (d) Paid vacation hours;
- (e) Holiday hours worked, excluding premium hours;
- (f) Paid holiday hours;
- (g) Call in hours worked, excluding premium hours;
- (h) Paid leaves of absence, not to exceed twelve (12) months due to illness, injury, pregnancy, or industrial illness or injury;
- (i) Leaves of absence not to exceed three (3) weeks for annual military training.
- (j) Voluntary time off taken at the request of the Employer;
- (k) Negotiating time based on straight time hours normally worked by the employee;
- (l) Jury duty time;
- (m) Time spent as a witness (subpoena)
- (n) First day of absence due to illness or injury (This may not be used to avoid work requirements for holiday pay);
- (o) Absence for low census; and
- (p) Paid bereavement days
- (q) Recognition days

ARTICLE 13: OVERTIME

Section 1. The Employer shall be the sole judge of the necessity for overtime. An employee will be required to work a reasonable amount of overtime when it is necessary. Except as provided in Article 11, Alternate Schedules, employees shall be paid one and one-half (1-1/2) times their regular straight-time rate of pay (including shift differential) for all hours worked in excess of eight (8) in any one workday, or in excess of forty (40) in any one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.

Section 2. For the purpose of computing overtime, credit shall be given only for those hours actually worked by the employee.

Section 3. In assigning additional hours of work in a job title, the Employer will secure employees in Unit seniority (per the Seniority Grid, Appendix A). First, full-time and part-time employees who by working would not result in overtime pay; second to full-time and part-time employees who by working would result in overtime pay; third to seek volunteers by Unit seniority (per the Seniority Grid, Appendix A) at the site where the overtime need exists; fourth, to seek qualified volunteers by seniority from a list of full-time employees who have, on a quarterly basis indicated their desire to work overtime; fifth, to seek qualified volunteers by Unit seniority (per the Seniority Grid, Appendix A) at the other sites; sixth, to call out per diem staff; and last, to assign the least senior qualified employee by Unit seniority (per the Seniority Grid, Appendix A) at work at the site where the need exists. **With respect to WRCS Professional (except the Pharmacists) and TMH Technical Units**, however, the per diem staff will be offered non-premium hours after part-time employees, but before full-time employees and volunteers according to Appendix A, Seniority Grid. The Employer shall endeavor, insofar as it may be reasonably practicable, to make an equal distribution of overtime, among each unit of available employees capable of performing the work who have indicated their desire to work additional hours in the job title where overtime exists. To the extent possible and practicable, mandatory overtime will be rotated on an equal basis. However, if Units have an existing current procedure for assigning and rotating overtime, that procedure shall continue.

Section 4. Any employee who has worked more than four (4) hours of overtime, either voluntary or mandatory, in the previous five (5) days in which the overtime was worked, will not be compelled to work overtime, nor shall any employee be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. In the case of emergency (for purposes of this Section only, a vacancy known less than twenty-four (24) hours in advance), the Employer may require an otherwise exempted employee to work mandatory overtime when no other qualified employee is available to perform the work in question.

Section 5. Any employee working first shift for training purposes only, and whose normal shift is second or third shift, shall be exempt from mandatory overtime.

Section 6. In the event an employee is called out, that employee shall have no end of shift (into the next immediate shift) mandatory overtime greater than one (1) hour except in the case of emergency.

Section 7. Before requiring an employee to work mandatory overtime, the Employer will provide that employee with as much advance notice as possible, at least one (1) hour, unless circumstances prevent otherwise. Should the employee require a reasonable accommodation to enable them to comply with mandatory overtime, such an accommodation may be provided by the Employer.

Section 8. Under no circumstances shall there be duplication or pyramiding of overtime or premium pay, unless agreed to elsewhere in this Agreement.

Section 9. For WRCS Professional Unit, WRCS Technical Unit, WRCS Basic Unit, and Patient Financial Services only: Employees required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one half (1 ½) for each day worked, or portion thereof, until granted a day off. Neither an employee's status as "on-call," nor an employee's receipt of telephone calls at home, shall qualify as a working day, or portion thereof, for purposes of the preceding sentences. If an individual requests to work more than seven (7) consecutive days without a day off and if the request is granted by the employee's supervisor, the employee shall sign a waiver and not be compensated thereafter at time and one half (1 ½) for each day worked or portion thereafter until granted a day off, between two workdays, except as otherwise required either by this Agreement or applicable law. If an employee trades with another employee, signs up for extra hours, or volunteers for a shift, any of which ultimately places the employee in a stretch of more than seven (7) days, no consecutive day premium shall be due. Employees who are on call and called out to work on their day off will not be denied consecutive day premium pay as a result of such call out.

Section 10. For those work groups working a Monday-Friday schedule, when overtime is to be mandated for the weekend, notice of such overtime shall be given to employees by Wednesday of the week involved. When weekend overtime is foreseen, the Employer will offer employees the option of working overtime during the week instead, as determined by the department head.

Section 11. TMH Professional and Technical Units: A refusal to work mandatory overtime will result in an occasion of absence to be counted separately from other absences. An occasion of refusing mandatory overtime will be removed for every three (3) occasions the employee works voluntary overtime.

ARTICLE 14: ON-CALL, CALL-IN & REPORTING PAY

Section 1. On Call Pay.

(A) Effective April 1, 2007 an employee is on "unrestricted on-call" when he or she is furnished with a pager and designated as being on "unrestricted on-call". Such an employee will be paid \$2.00 per hour for each hour he is on "unrestricted, on-call". If an employee performs services for the Employer during the time the employee is on "unrestricted on-call", he will be paid at his applicable rate for such hours worked. An employee who is on-call and is called in prior to the start of their shift shall not be entitled to guaranteed hours beyond the start of their regularly scheduled shift. The payment of the \$2.00 per hour shall not be paid for the hours an employee is paid for performing services for the Employer. Paid guaranteed hours will not be overlapped during the call period. Employees scheduled on-call at the end of their regularly scheduled shift are not permitted to clock-out due to end of shift overtime (i.e., work known prior to the end of the shift) in order to receive guaranteed hours.

(B) An employee is on "restricted on call" if the employee is required to remain at the facility or at his own residence provided it is close enough to the facility to allow the employee to respond to duty promptly. An employee who is on "restricted on call" will be paid for those hours he or she is on "restricted on call" in accordance with the Fair Labor Standard Act. An employee who performs services for the Employer during the time the employee is on "restricted on-call" shall be paid at his applicable rate for those hours he performed such services. The payment for the time the employee is on "restricted on-call" shall not be duplicated for the hours the employee actually performs work for the Employer.

(C) On call assignments shall be rotated among all qualified employees in the job title. Employees shall be required to work on-call in their own job title, department, or campus. Cross-trained employees may be placed on-call in the specialty area where the cross-training occurred if applicable.

(D) An employee working at least sixteen (16) consecutive hours will not be required to take call during the twenty-four (24) hour period beginning when the employee commenced working.

Section 2. On-Call Scheduling. The employee's time off will be considered when making on-call assignments and, where possible, the employee will not be assigned call on the evening before scheduled vacation or before scheduled time off.

Section 3. Call-In/Call Back Pay. An employee who has completed his regular shift and who has left the premises shall not be called back to work within the same work day unless he is offered at least four (4) hours work, provided however, that the Employer and the affected employee may waive this requirement by mutual agreement. Such employee will be paid for actual hours worked at the applicable rate of pay, and any hours not worked at his regular straight time rate.

Employees not scheduled to work but who are called in will be offered not less than four (4) hours work at the applicable rate of pay, provided however, that the Employer and the affected employee may waive this requirement by mutual agreement. If the employee works more than four (4) hours but less than eight (8) hours, the employee will receive the overtime rate, if applicable, for hours worked and his straight time regular rate for all hours less than eight (8) hours.

Employees called at home who provide assistance by telephone shall be paid for the time spent working on the telephone in accordance with existing practices. Such telephone work will be documented and submitted to the supervisor by the employee.

ARTICLE 15: PER DIEM POOL

Section 1. A Per Diem Pool may be utilized only to cover the following situations:

- (a) On-call;
- (b) Call-off;
- (c) Temporary vacancy of five days or longer (vacation or LOA) after complying with Article 16, Transfers;
- (d) Relief of regular staff for training;
- (e) Intermittent FMLA Leave; and
- (f) Other special circumstances approved by the Union President or the Union President's designee.

Section 2. Extra hours will be first offered to regular part-time employees before offering them to Per Diem Pool employees. Regular full-time and part-time employees will be offered the first opportunity for overtime in accordance with Article 13, Section 3, Overtime.

Section 3. Per Diem Pool employees shall become members of the Union after 31 calendar days of initial employment in the Per Diem Pool.

Section 4. The Per Diem Pool shall consist of experienced persons qualified to perform the duties of bargaining unit positions who, from day-to-day, agree to accept work opportunities offered by the Employer. Per Diem employees shall be paid one dollar (\$1.00) per hour above the applicable straight-time hourly start rate set forth in this Agreement with no other economic benefits and no set schedule.

Section 5. New employees hired into the Per Diem Pool must complete a system-wide orientation and a general orientation as set forth by the specific department.

Section 6. No Per Diem Pool employees (except those grandfathered employees addressed in Section 9 of this Article) shall be scheduled to work when there are full-time or regular part-time employees on layoff with recall rights in the specific job title.

Section 7. Per Diem Pool employees must be available to work. It shall be the Per Diem Pool employee's responsibility to provide the Employer with current address and telephone number. To maintain Per Diem status, a Per Diem Pool employee must be available to work at least 16 hours per four-week schedule, including off-shifts (50%), weekends, and holidays, or be terminated from the Per Diem Pool. This requirement is intended to insure that the Per Diem Pool employees maintain their proficiency and will not be used to reduce the scheduled hours of regular employees. Should the Employer be unable to contact the Per Diem Pool employee because the employee relocated without advising the Employer of his/her new address and telephone number, the employee may be terminated from the Per Diem Pool.

Section 8. In no event shall utilization of Per Diem Pool employees result in the reduction of full-time or part-time positions or hours in the affected departments. Per Diem Pool employees cannot work for or trade with other staff until the schedule is posted.

Section 9. As of the effective date of this Agreement, full-time and part-time employees moving or transferring into a per diem position will have their seniority frozen as of the date of such move or transfer until or unless such time the employee moves or transfers back into a regular full-time or part-time position at which time their seniority will then continue to accrue. Those employees identified in the letter of understanding regarding grandfathered per diem employees shall have the following arrangement in addition to the other terms in this Article.

- (i) Seniority accrual shall be on-going;

(ii) Such employees shall have all rights described under Article 17, Job Bidding and Posting, Article 16, Transfers, and Article 22, Layoff and Recall, in accordance with their applicable seniority; and,

c. Retirement accrual and benefits shall continue.

ARTICLE 16: TRANSFERS

Section 1. Transfers. For Trumbull Technical Unit, Trumbull Professional Unit, Trumbull Business Office, and Patient Financial Services Unit: Within 30 days of signing this Agreement, when a vacancy occurs in a full-time or part-time job title, the Human Resources Department shall post a Lateral Transfer Notice in each department's designated areas and infectious disease facilitator office indicating the job title, unit, shift, and location of the vacancy. Only employees within that job title are eligible to put their name on the notice indicating their interest. An employee's co-worker may put an employee's name to a Lateral Transfer Notice with the permission of such employee. In nursing, notifications will be on each unit. The sign-up must be made in the nurse staffing department. To be eligible for a Lateral Transfer an employee must be actively working or returning from a leave within four (4) weeks of notification. The Lateral Transfer notice shall be posted five (5) consecutive calendar days, excluding Saturdays, Sundays, and holidays. When an employee initially signs for a Lateral Transfer and then rejects the transfer, the Employer is not required to repost the notice. The Employer may fill the position from those employees who initially requested transfer to that position. Employees will be limited to two (2) transfers per calendar year, except that employees who in the previous six (6) months have declined a transfer after having been awarded the same in the same job title as they now seek to transfer. If no qualified employees sign up for the Lateral Transfer, and if the Employer decides to fill such job title from outside of the department at issue, the Employer shall post the job for bid as set forth in Article 17, Job Posting and Bidding.

Section 2. Temporary Transfers. After first posting a notice to seek volunteers, the transfer will be assigned to the least senior employee (based on the type of seniority specified in Transfer column in the Seniority Grid, Appendix A) possessing the skills, abilities, experience, and qualifications. A temporary transfer shall not exceed thirty (30) calendar days except (1) to fill a vacancy caused by an employee on an approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily while the Employer seeks to fill it permanently, or (4) in the case of employees in the Western Basic, Technical, and Professional Units, to fulfill operational needs at Northside, in which case assignments will be made first in accordance with the practice in existence, then to qualified employees on the applicable shift and in the job title who volunteer, then to qualified employees on the applicable shift in the applicable job title who hold a multiple campus designation, and finally to the least senior available qualified employee in the job title at issue.

This Article also shall not apply to or limit Employer's current departmental pulling, re-assignment practices, cross-area pulling and scheduling practices to the extent they currently exist.

An employee who is temporarily transferred under this Section shall receive his current rate of pay or the rate of pay for the job title to which he is transferred, whichever is higher, for all hours worked during the transfer. The employee shall transfer to the same step in the other job title as he is entitled to in his own job title.

The Employer may, as it determines, permit part-time employees to work as full-time employees temporarily. Such part-time employee health care benefits shall be converted to temporary full-time employee status on the thirtieth (30th) day following the conversion provided however, that the part-time employee must be covered by one of Employer's health plans prior to

the transfer and may not add additional dependent coverage or otherwise increase coverage levels or benefits as a result of the change to temporary full-time status.

Section 3. Emergency Transfers. Transfers of an emergency nature as determined by the Employer may be assigned without consideration of seniority and shall remain in effect for the duration of the emergency. An emergency is an event that the Employer had less than 24 hours' notice of, and does not include the Employer's need to fill holes in the schedule, provided that such holes are not caused by an employee's absence.

Section 4. Involuntary Transfers. As operational needs dictate, if there are no volunteers, and the job title at issue is not filled from the outside, the Employer may assign the transfer to the employee with the least seniority, as defined in the Seniority Grid in Appendix A, in the affected Department who has the requisite qualifications (skills, abilities, education, and experience).

Section 5. Voluntary Temporary Reduction In Status. The Employer may, as it determines, with the written consent of the Union, permit full-time Employees to change their status temporarily to part-time Employees. The number of positions shall be determined by the Employer based on staffing patterns and needs. The conditions of any return to full-time status shall be established by the parties and set forth in the Union's written consent. Employees reducing their status to part-time shall receive part-time benefits on the thirtieth (30th) day following the conversion except that such converted employees will continue to receive full-time benefits as long as the employee works 144 hours in a four (4) week period.

Section 6. When a Head Medical Technologist position is vacant due to vacations, Leaves of Absence, sick pay, or termination, such temporary vacancy shall be filled by the eighth (8th) calendar day of the vacancy. The employee selected to fill the temporary vacancy will receive his regular rate or the rate of the corresponding step of the job to which he is transferred, whichever is higher.

Section 7. For WRCS Professional Unit. During the period November 1st through November 30th of each year, employees may express their desire to change their status from full-time to part-time and visa versa. A Labor Management Committee will meet and review such requests to determine if there are appropriate matches where such requests may be granted. An appropriate match requires the employees to have the current skill and ability, without training, to perform in the applicable position, In the event that there are multiple individuals with matching skills, then seniority shall prevail. The change in status will take effect in January. This section of the Agreement shall not be the grounds for a grievance nor subject to the arbitration provisions of this Agreement except for a grievance alleging that the Hospital has refused to undergo the review process for considering such requests.

ARTICLE 17: JOB POSTING AND BIDDING

Section 1. For purposes of this Agreement, a "vacancy" is defined as a job opening where the Employer has created a job, the Employer has increased the number of jobs available in a particular job title identified in Article 2, Union Recognition, or where an opening occurs in an existing job title identified in Article 2, Union Recognition as a result of promotion, job bidding, retirement, leave of absence, resignation, discharge, transfer, or other termination of employment, and in either situation the Employer has determined that a vacancy exists.

Section 2. If a vacancy as defined in Section 1 arises, or new jobs are created in one of the Units listed in Article 2, Union Recognition, the Employer shall post a Job Vacancy Notice system-wide to fill the position at issue. The Job Vacancy Notice will indicate the job title, status, whether the position is for the first, second, or third shift, labor grade, a brief description of the work to be performed, the required qualifications and job duties, the location of the position, range of scheduled hours, and the date bidding will be closed. The job vacancy notice shall be posted five (5) consecutive calendar days, excluding Saturdays, Sundays, and holidays.

The Employer shall use the term "shift varies" in a job posting only where the vacant position has been or will be regularly assigned to more than one (1) shift.

Following completion of these procedures, the Employer shall post system wide on its designated bulletin boards a Job Vacancy Notice for any remaining vacancy or vacancies indicating the job title, status, whether the position is for the first, second, or third shift, labor grade, a brief description of the work to be performed, the required qualifications and job duties, the location of the position, range of scheduled hours, and the date bidding will be closed. Such notice shall remain posted for five (5) consecutive calendar days, excluding Saturdays, Sundays, and holidays.

Section 3. All timely filed applications will be reviewed by the Employer and interviews will be started within ten (10) calendar days (excluding Saturday, Sunday and holidays) following the close of the bidding period.

The position will be awarded on the basis of -- seniority, skill, ability, experience, and qualifications to perform the work in question. All factors being substantially equal, seniority shall govern. Applicable seniority is defined in the Seniority Grid, attached as Appendix A. Equal consideration will be given to Part-Time and Full-Time employees.

If there are no qualified applicants within the same Unit as the open position, applicants from one of the other six Units may be considered, and if there are applicants from other SEIU Units with similar qualifications, preference will be given to applicants with the greatest Unit seniority. If no applications are received, or none of the applicants qualifies for the job, the Employer may fill the job from outside the seven (7) Units.

Under the foregoing job award systems, in the event a vacancy is not awarded to the most senior applicant, the Employer shall advise the applicant of its reasoning for awarding the vacancy to another employee. That determination shall be subject to the grievance procedure.

Section 4. Employees (including those on layoff) who wish to be considered for the system-wide posted job shall file a written application with the Human Resource Department by the close of the bidding period. A copy of the application will be retained by the Human Resource Department and a copy will be given to the applicant. Probationary employees may not bid for any open positions. Employees who are selected but fail to qualify (i.e., who fail to demonstrate the required skills, abilities, and certifications, on an awarded job within a reasonable time period

(not to exceed thirty (30) calendar days absent agreement of the parties), or who elect to return to their former position within thirty (30) calendar days, shall be returned to their former job and shift with no loss of seniority and the next qualified employee on the original posting will be awarded the position. In such situations, the Employer is not required to re-post a Job Vacancy Notice but may refill the position from among those employees who initially requested the position.

Employees will be limited to two (2) bids per calendar year, except that in the following situations, employees shall not be permitted to bid:

(a) Employees who within the previous six (6) months have been returned to their former position due to failure to qualify on a vacancy in the same occupation as they now seek to bid on;

(b) Employees who in the previous six (6) months have declined a vacancy after having been awarded the same in the same occupation as they now seek to bid on;

(c) Employees who in the previous six (6) months transferred to an occupation awarded by job bid and elected to return to their previous position within the thirty (30) calendar day period following their placement in said position; or

(d) Employees on leave (excepting employees who will return from leave within four (4) weeks of the job award.

Section 5. The employee awarded the posted position will receive the appropriate rate of pay for the new job within fourteen (14) calendar days after the job is awarded, unless the position has an established training period, in which case the employee shall be paid the applicable training rate. The Employer will move successful applicants to their job bids within four (4) weeks of the job award or the next posted schedule, whichever occurs later. An employee awarded a new position will be placed on the same step in the labor grade of the new position as the employee's prior position.

Section 6. To provide continuity of service while filling a vacancy or new job, the Employer may fill the opening or make transfers on a temporary basis pending the selection of an employee for a job under these provisions pursuant to Article 16, Transfers, Section 3.

Section 7. When a written test is necessary to determine qualifications for a posted job, the Employer shall make available written reference materials for employees to review in preparation for the test. Such materials shall be centrally located in the Human Resources Department and applicants for the positions will be informed of the materials' availability. The Employer will advise and discuss with the Union any changes in the nature of such tests and the reasons for the change, and will seek the Union's approval regarding the same. The Union's approval will not be unreasonably withheld.

Section 8. Employees in the Western Professional Unit will be entitled to exercise their seniority in accordance with the Seniority Grid attached as Appendix A for purposes of determining shift preference. Such preference shall be determined through quarterly sign-up sheets (January 1, April 1, July 1, October 1) which shall be posted for seven (7) calendar days. Employees desiring a change shall indicate the change on the sign-up sheet. Should no change be indicated, the employee's previous preference shall continue to be recognized. Awarded preferences will remain in effect for the quarter at issue and shall apply individually to weekdays and weekends.

Section 9. An employee working as a Head Medical Technologist or Assistant Head Medical Technologist may convert to a Registered Medical Technologist position. The Head Medical Technologist or Assistant Head Medical Technologist position shall be posted in accordance

with this Article. The employee shall move to the same step in the Registered Medical Technologist wage scale as the employee was in their former scale.

ARTICLE 18: CROSS TRAINING

Section 1. In the event cross training is anticipated in a job title, modality, or area within a department covered by this Agreement, the Employer shall post a Letter of Intent to cross train for a period of five (5) calendar days. The Letter of Intent shall be posted in the affected Department and shall state the nature of the training and the reason the training is being offered. An employee who wishes to be considered for the training must file a written request to the Department Manager where the training exists before the end of the posting period.

(A) Cross training opportunities will be made available to employees who meet the qualifications where the training exists. The only exceptions are those employees who are currently cross training or fulfilling mandatory cross training obligations.

(B) Selection for cross training will be made on the basis of seniority in accordance with the Appendix A, Seniority Grid. Employees selected for cross training will have two (2) work weeks once the training begins to decide if they wish to continue the training.

(C) While being trained, the employees shall remain at their present rate of pay. After completion of the training period, the cross-trained employee shall be required to make at least a twelve (12) month commitment to the cross-trained position. Cross-trained employees may be placed on the On-Call, Call-In, or other schedules in the job title where the cross training occurred. If a cross-trained employee successfully bids to another job title, department, or campus, he will be released as soon as operational needs permit from the above obligation. While working in the cross-trained area the employee shall receive the higher rate of pay for all hours worked in the cross-trained position.

(D) The parties shall mutually agree to the minimum number of hours required to maintain proficiency in the cross-trained job title.

(E) The skill, ability, and experience acquired by an employee who is cross-trained shall be recognized by the Employer when the employee bids on a posted job vacancy for that particular position.

(F) Should the most senior applicant not be awarded the training opportunity, or the least senior employee not be required to train, the rationale for the selection shall be provided and that determination shall be subject to the grievance procedure.

Section 2. Should no employee voluntarily make application for the training and the Employer has determined that training additional personnel is necessary to meet operational needs, the Employer may assign the least senior in accordance with Appendix A, Seniority Grid to the training; however, no employee shall be compelled to train in more than two (2) job titles, modalities, or areas. Once an employee has been awarded two (2) training opportunities that employee shall not be awarded further training opportunities until twelve (12) months from the conclusion of the second training. If the employee, however, is the only applicant for the posted training, the employee may be awarded the additional training. Any dispute regarding qualifications shall be subject to the grievance procedure.

(A) At the commencement of training the Employer will identify the expected duration of the training period. The Employer may elect not to continue training. In all cases where the Employer chooses to discontinue training the rationale for the decision shall be provided and that determination shall be subject to the grievance procedure.

(B) Following completion of the training the employee will make a commitment to work in the job title of training in some capacity for a period of twelve (12) months. The parties shall

mutually agree to the minimum number of hours required to maintain proficiency in the cross-trained job title.

ARTICLE 19: CROSS-CAMPUS ASSIGNMENTS

- Section 1.** Assignments between campuses will be on a voluntary basis.
- Section 2.** Each employee will have a home base hospital. Seniority will accrue at an employee's home base for all cross-campus hours worked.
- Section 3.** The seniority of an employee bidding from one SEIU represented Forum Health hospital to another will be frozen at their departing location, but will be credited to their new location for purposes of vacation accrual, pension (if legal), pay step and sick leave accrual. However, their bargaining unit seniority shall start over.
- Section 4.** Job postings from each campus will be posted at the other campus as a courtesy, and bids will be submitted on a common form.
- Section 5.** In filling job vacancies, bargaining unit applicants from the other hospital who are otherwise qualified, shall be considered before outside applicants where the applicant, although not meeting the original posting qualifications, can be trained for the job within a reasonable period of time.
- Section 6.** An employee from one campus who is awarded a job at the other campus (one SEIU Unit to another) shall have 30 calendar days to return to his or her former position.
- Section 7.** An employee from one campus who is awarded a job at another shall have their disciplinary record follow them and they shall be at the corresponding disciplinary status at the new campus.
- Section 8.** An employee working at the other campus will receive the higher of their regular pay or the step-for-step rate at the other campus.
- Section 9.** An employee working at another campus will accrue benefits in the same manner as if working at their home base.
- Section 10.** In determining the premium for health insurance, and in accruing sick time, part-time employees will have the hours worked at both campuses included.
- Section 11.** In the event of a layoff at one campus, qualified employees on layoff who have the appropriate skill and ability shall be considered for employment at the other campus before external candidates.
- Section 12.** There shall be no inter-campus bumping.
- Section 13.** Part-time employees working cross campus shall have their hours worked at both campuses tracked for pension purposes.
- Section 14.** A cross-campus common per diem pool may be developed.
- Section 15.** Cross-campus assignments will not be used to reduce the number of FTEs in a classification or to avoid filling vacant positions.
- Section 16.** Where appropriate, completing the skills checklist/orientation checklist will be deemed adequate training for cross-campus assignments. Employees should demonstrate competency in each skill before being left alone to perform the duty.
- Section 17.** Evaluations will be at the employee's home base with input from the cross-campus manager or supervisor.
- Section 18.** Where multiple employees have the skill and ability to perform cross-campus assignments, the assignment will be given to the most senior employee desiring the assignment in accordance with the transfer column in Appendix A, Seniority Grid.
- Section 19.** The Employer will follow each bargaining unit contractual procedure or practice in filling regular or temporary vacancies before seeking cross-campus volunteers, except for mandatory overtime.

Section 20. Lead testing currently outsourced by North Side Hospital Laboratory will be performed at Trumbull Memorial Hospital Laboratory.

ARTICLE 20: JOB EVALUATION/NEW JOBS/JOB DESCRIPTIONS

Section 1. Job Evaluation. The administration and operation of a job evaluation program is the function and responsibility solely of the Employer. The Union and the employees are not bound by the Employer's program.

Section 2. New Jobs and Job Changes. If the duties of an existing position are substantially changed, material changes in the method of operation, tools, or equipment occur, or a new job is established that has not previously been classified, the Employer shall so notify the Union in writing and shall attempt to meet with the Union for the purpose of negotiating a rate of pay and pay grade or placing the job in an existing pay grade. Such a meeting shall take place within 10 calendar days after receipt of the Employer's written notification to the Union. If the Employer and the Union are unable to reach agreement on the issue after the parties have met, or if the Union fails to offer reasonable dates and times for a meeting, the Employer may put the rate and/or job description into effect without further delay. The Union may thereafter file a grievance at Step 2 of the Grievance Procedure within 20 days of the job description going into effect challenging the wage rate or pay grade, but not the job description. If the matter remains unresolved and proceeds to arbitration, the arbitrator shall have the authority to accept the Employer's rate and pay grade, establish a new rate and pay grade, or place the job in an existing pay grade. Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and pay grade mutually agreed to between the Employer and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

Section 3. Job Descriptions. The Employer shall furnish the Union with copies of job descriptions for new or changed jobs in the job titles described in Article 2, Union Recognition. In addition, the Employer shall provide a job description to every employee who is hired, transferred or promoted into a job title. The Employer shall also provide a copy of an employee's job description if requested by the employee. The Employer has the sole right to determine the qualifications required to bid, transfer, or be hired into a job title.

Section 4. It is understood and agreed that the Employer for the duration of this Agreement has the right to determine the prior qualifications required for bidding into or being hired into a job title.

Changes in prior qualifications will be made as required by law or accrediting agencies. No changes in prior qualifications made after an employee has bid to enter a job title shall effect his eligibility for the position which he has bid to occupy. No changes in prior qualifications, training, and examinations made after an employee has successfully completed the training and examinations, if any, then applicable to that job shall affect his status in that job unless required by law or accrediting agencies and then the Employer shall give the employee the opportunity to receive the necessary training. An employee who cannot obtain the credentials required by law or accrediting agency shall be treated as an employee whose position has been reduced (laid off) under Article 22 of this Agreement.

The Employer agrees that whenever the qualifications for a job include a previous formal educational grade level or course requirement or allow for prior actual same job experience found sufficient by the Hospital as a substitute for such educational or course requirements, such qualification shall be the same at any given period of time for both employees then seeking to

bid for such job under Article 17 and for employees then otherwise transferred or being hired into such job.

Any employee who does not meet the formal educational grade level or course requirements for a job title may submit to the Employer a certification from a state or local board of education that upon testing he was found to meet such grade level or course requirements. The Employer agrees that it accepts the Stanford Achievement Test as a proper test for the eight (8th) through eleventh (11th) grade levels, and the General Education Development Test as proper test for the twelfth (12th) grade level.

Tests will be taken at the employee's time and expense, if any. The Employer and the employees will be bound by the results of such test and certification with regard to the educational grade level or course requirements. An employee may take such test or tests without relation to any particular job opening and permanently acquire an educational grade level or fulfill a course requirement for all subsequent job openings which he may choose to bid upon.

ARTICLE 21: DISCIPLINE

Section 1. The Employer shall have the right to discipline or discharge any employee for just cause. Discipline shall be corrective and progressive in nature, but the agreement that discipline be corrective and progressive in nature shall not limit the Employer from taking immediate action to terminate, suspend, place on probation, issue a written reprimand, or otherwise discipline an employee depending on the severity of the infraction. Discipline may include a verbal warning, written reprimand, suspension, disciplinary probation, or termination. Absent unusual circumstances, non-timeclock related discipline (i.e., discipline not related to attendance, tardiness, falsification of timeclock records, or other timeclock concerns) should be timely issued within 14 calendar days after the Employer learns of or should have learned of the events or actions giving rise to the discipline, or the conclusion of an investigation into such events or actions, whichever is later. Absent unusual circumstances, time-clock related discipline should be timely issued within 35 calendar days of the events or actions giving rise to the discipline, or the conclusion of an investigation into such events or actions, whichever is later.

Section 2. Any employee required to attend a disciplinary meeting where discussion occurs regarding predetermined discipline, or an investigatory interview that might lead to discipline, shall be notified as to the time of the meeting, that the meeting relates to discipline or an investigation, and shall be afforded the opportunity to have a Union Delegate or Alternate Delegate present if requested.

Section 3. The Employer shall utilize a standardized disciplinary form which shall include signature areas for the Employer, Employee, and the Delegate/Alternate Delegate. The Employee (and Delegate (or Alternate Delegate), if present) shall be required to sign a copy of the form attesting only to receipt thereof. The form shall note the availability of Employee Assistance Program(s) (EAPs).

Section 4. Verbal and non-attendance/tardiness-related written warnings shall remain active in an employee's file for twelve (12) months from the effective date of the discipline. Attendance and tardiness-related written discipline shall remain active in an employee's file for eighteen (18) months from the effective date of the discipline. Probations and suspensions shall remain active for twenty-four (24) months from the effective date of the discipline. The Employer may retain on an inactive basis, records of employee discipline and counseling for any period of time, provided, however, that such documentation shall not be utilized against the employee for disciplinary or employment purposes beyond the time periods outlined above. Further, the 12-, 18-, and 24-month periods above will be extended if an employee is absent for more than 30 scheduled days during the applicable period by the amount of absences exceeding this 30-day threshold.

ARTICLE 22: LAYOFF AND RECALL

Section 1. The Employer will provide the Union with a minimum of seven (7) calendar days' advance notice of layoffs and workforce reductions to discuss the need and rationale for the reduction. After the discussion, should the Employer determine the layoffs and/or reductions are still necessary, employees shall be given as much advance notice of layoffs as possible, with a minimum of three weeks written notice. The Employer may provide three (3) weeks' pay in lieu of the above notice, which shall be based upon the employee's average daily wage for the last four (4) weeks' earnings.

Section 2. When a layoff or reduction of the work force is necessary, the least senior employees shall be laid off in affected departments (where appropriate) and/or job titles according to the seniority rules set forth in the Seniority Grid attached as Appendix A in the following order, provided those who remain have the qualifications to perform the work in question:

- (a) Temporary Employees and Agency employees who perform bargaining unit work;
- (b) Probationary Employees;
- (c) Per Diem Employees (except those employees covered by Section 9, Article 15, Per Diem Pool);
- (d) Other Part-Time and Full-Time Employees.

Section 3. To avoid layoff, an employee may exercise any of the following bumping options:

(a) the employee may exercise his seniority in accordance with Appendix A, Seniority Grid, to displace a less senior employee in his department in any job title that has the same or lesser status and an equal, lower, or higher pay grade or job title provided the employee has previously worked in that higher job title. In order to exercise these rights the employees must have the qualifications to perform the work at issue and can demonstrate such qualifications to perform the work within a thirty (30) calendar day trial period. Such trial period may be extended by mutual agreement of the parties.

(b) With the exception of TMH Technical Unit, the employee may exercise his seniority in accordance with Appendix A, Seniority Grid, to displace a less senior employee in another department who is in the same or lesser status in an equal, lower, or higher pay grade or job title provided the employee has previously held the higher job title. For those employees in the TMH Technical Unit, the employee may exercise his seniority in accordance with Appendix A to displace the least senior employee in another department who is in the same or lesser status in an equal, lower, or higher pay grade or job title provided the employee has previously held the higher job title. In order to exercise these rights the employees must have the qualifications to perform the work at issue and can demonstrate such qualifications to perform the work within a thirty (30) calendar day trial period. Such trial period may be extended by mutual agreement of the parties. The displaced incumbent shall be immediately recalled to their formerly held position. Any subsequently displaced employees shall be recalled in the same fashion.

Employees may not displace other employees outside their Unit (as defined in Article 2, Union Recognition).

Bumping options must be exercised as soon as possible, but no more than forty-eight (48) hours after being notified of layoff or displacement, excluding Saturdays, Sundays, and holidays. If the Employer disqualifies an employee during the trial period referenced in paragraphs (a) and (b) of this Section of this Article, the employees shall be placed on layoff status from his

formerly held position. The affected employee shall be allowed no further bumping rights as a result of the layoff. The employee's layoff shall be treated by the Employer as a layoff for economic reasons.

Instead of exercising bumping rights, an employee may accept layoff, which election does not otherwise affect the employee's right to unemployment compensation. Employees neither lose nor accrue seniority while on layoff except as provided in Article 9, Seniority, Section 8.

If the Employer does not allow a more senior employee to exercise displacement rights as provided above, the Employer shall advise the employee of the reason and rationale for the refusal, which determination shall be subject to the grievance procedure.

Employees displaced by operation of the above bumping rights may, in turn, exercise bumping rights themselves.

Section 4. Laid-off employees shall receive payment for earned but unused vacation within fourteen (14) calendar days of the layoff.

Section 5. If permanent vacancies occur as determined by the Employer while employees are laid off, on reduced status or displaced from their original job title, following the Intra-Title Transfer procedure specified in Article 16, Transfers, employees will be recalled to jobs within their Unit and job title based on the type of seniority listed in the Seniority Grid attached as Appendix A, provided they have the qualifications to perform the work in question. For those Units who do not utilize Intra Title Transfers, permanent vacancies will be posed in accordance with Article 17, Job Posting and Bidding. The ultimate vacancy will be made available for recall. Such recall will continue as positions become available until (1) all laid off or displaced employees are returned to their pre-layoff positions, or (2) the employee's recall rights expire, whichever is sooner. Recall rights expire after 24 months or, for displaced employees, after 24 months or after the employee rejects recall to a position of the same status (i.e., Part-Time or Full-Time), whichever is sooner.

Section 6. Employees being recalled to work after layoff shall be notified by the Employer by certified mail, return receipt requested. Such notice shall also be provided to the Union. The employee(s) shall, within five (5) calendar days (excluding Saturday, Sunday, and holidays) of the notice's mailing, indicate whether they are accepting the recall. Failure to respond within this timeframe, or failure to report to work within five (5) calendar days (excluding Saturday, Sunday, and holidays) after accepting said notice, shall result in termination of employment and loss of seniority as specified in Article 9, Seniority, Section 8. The employees' communication to the Employer of their intention to return shall be either verbal or written. It shall be the responsibility of each employee to keep the Employer informed of his current address and telephone number.

Section 7. New employees will not be hired into a job title until all employees in the job title on layoff, reduced status, or in a displaced job title have been offered recall, unless needed to temporarily fill positions while recalled employees are contacted to return to work.

Section 8. Under ordinary circumstances, employees will not be scheduled for overtime when there are employees in the same job title on layoff. Part-time employees will not be scheduled for additional hours when employees in the same job title are laid off, except when the Employer has to schedule employees to cover vacations. Employees will not accrue any seniority while laid off, but will not lose any seniority earned prior to layoff, except as provided by Article 9, Section 8(c), Seniority.

Section 9. Should new jobs be created pursuant to Article 20, New Jobs/Job Descriptions, all employees including employees on lay off or reduced status shall be eligible to bid on such posting and the award of said job shall follow the process set forth in Article 17, Job Posting and Bidding.

Section 10. Laid -off employees will receive continued coverage for hospitalization and Employer-provided life insurance until the end of the month in which the layoff began. Accrual of all other benefits shall be suspended as of the date the layoff commences. The Employer will offer COBRA coverage at the Employer's premium rate for the six-month period following the month of layoff with such period inclusive of the maximum COBRA benefit period.

Section 11. Provided that the employee is qualified under Section 3 of this Article, for purpose of layoff and recall the following shall comprise the WRCS Technical Unit:

- (1) Department of Pathology and Laboratories
- (2) Department of Respiratory Services
- (3) Department of Physical Therapy
- (4) Medical Imaging Department (inclusive of (a) Cardiology, (b) Radiation Oncology and (c) Mammography).

ARTICLE 23: PERSONNEL FILES

An employee may review his personnel file once every six (6) months and also after an employee's grievance has reached Step 2 of the Grievance Procedure. Such review must take place in the presence of a Human Resources Department representative, and the employee must provide the Human Resources Department with advance notice of the employee's desire to review the personnel file so that a review meeting can be scheduled. The employee shall attempt to schedule the review of his file during his lunch break, another scheduled break, or before or after his shift. An employee shall not lose pay, however, if the review of the file is during work time and approved by his supervisor or the supervisor's designee. No part of the file can be removed during the review. Employees may request copies of documents in their file at \$.25/page.

ARTICLE 24: RESIGNATION-TERMINATION

An employee who resigns shall give the Employer no less than fourteen (14) calendar days' advance notice in writing addressed to his immediate supervisor. The Employer and the Union encourage employees to give more advance notice so as to help achieve stability in staffing.

ARTICLE 25: UNION ACTIVITY AND VISITATION

Section 1. No employee shall engage in any union activity, including the distribution of literature, which interferes with the performance of work by him or others during his work time or in working areas of the Employer at any time, unless approved by the Employer or authorized by this Agreement.

Section 2. Duly authorized representatives of the Union shall have reasonable access to enter the Employer's facilities for the purpose of conferring with the Employer, Union representatives and/or employees and for the purpose of administering this Agreement; provided, however, that they first secure approval from the Vice President of Human Resources or his designee, stating the department and unit that they will be visiting. Such visits shall not interfere with the work of employees, and such entry shall, at all times, be subject to the general rules of the Employer applicable to non-employees. Duly authorized representatives shall mean the President, Organizer or a Team Leader with the Union.

Section 3. The Employer shall allow the Union to continue its use of the current bulletin boards located in the following areas: (i) Trumbull Memorial Hospital – ground floor near cafeteria, first floor physician entrance, hallway near main doors to ERIC; (ii) Northside Medical Center – hallway near the cafeteria, admitting/emergency, ground floor near NW elevators; (iii) Patient Financial Service – lunch room. Such bulletin boards will be for the use of the Union only. Such bulletin boards shall be used only for duly authorized:

Union meeting notices.

Union election notices.

Notices of appointment to Union offices.

Notices of Union social affairs.

Supplemental Agreements or Memoranda of Understanding executed by the parties.

Notices of meetings under the Grievance Procedure.

Bargaining unit job postings.

No notice may contain anything political, or controversial, or critical of the Employer or of any employee or other person. Posted notices shall be immediately removed by the Union if disapproved by the Employer's Vice President of Human Resources or his designee and, if the Union fails to remove a disapproved notice, the Employer may do so. The Union shall have the right to grieve a disapproved notice. The Union further agrees to hold harmless and indemnify Employer from any action which arises from any posting of notices by the Union.

Section 4. The Employer agrees to provide the Union an office at Trumbull Memorial Hospital and Northside Medical Center, respectively. The office space will include a desk, telephone (with voicemail capabilities), and a computer (with e-mail access). The Union's use of these offices, telephones and computers are subject to the Employer's policies regarding the same.

Section 5. The Union shall be given up to one (1) hour during the New Employee Orientation to address bargaining unit members. The Union shall be notified at least one (1)

week in advance of the date, time and place of such orientation. Such orientation shall normally be conducted by a Union Executive Board Member, or his designee, who shall be considered to be on paid time while conducting the orientation.

ARTICLE 26: WAGES

Section 1. The wage structure for the term of this Agreement for the existing job titles identified in this Agreement is set forth in Appendix B of this Agreement. Effective October 1, 2008, all wage increases shall be frozen until October 1, 2010. This wage freeze is based upon an employee's current wage as listed in Appendix B of this Agreement. Upon October 1, 2010, all wages in Appendix B shall be increased by 3% for the term of this Agreement.

Section 2. All employees who have been continuously employed by the employer for 1000 hours since their last step increase shall immediately receive the applicable "step" increase described in Appendix B. Step increases will continue for the life of the Agreement. During this period upon the conclusion of each full twelve (12) month period of continuous employment, an employee's wage will be increased by one (1) "step" where applicable, according to Appendix B. In computing part time wage increment eligibility, part time employees continuously employed for 1,000 hours will receive the "step" increase described in Appendix B upon the completion of such period. Part time employees who change job classifications without receiving a wage increase will be credited for the hours worked in both classifications for the purpose of determining "step" increment eligibility for similarly rated or lower rated positions.

Section 3. WRCS Basic Unit LPN's hired before March 1, 2001 shall receive an hourly rate of pay which is the higher of the following:

(A) Eighty percent (80%) of the hourly rate of pay which is received by the WRCS General Duty Staff RNs. However, those LPN's who have not passed the pharmacology course or who decline to pass medications shall be paid at a rate of seventy-eight percent (78%) of such hourly rate, or

(B) The amount which she would receive under the terms of this Agreement as an employee in WRCS job grade 5.

In all cases, where the WRCS LPN receives an increase as a result of the application of paragraph 3(a) of this Article, such increase to the WRCS LPN shall be effective the same date as the date when the increase becomes effective for the WRCS General Duty Staff RN's.

WRCS Basic Unit LPN's hired after March 1, 2001 shall be paid in accordance with the wage schedule attached hereto as Appendix B.

Section 4. The Medical Imaging Technologists with the following years of service will receive the following bonus (with one-half to be paid in June and one-half to be paid in December)

6 years but less than 7 years	\$500.00
7 years but less than 8 years	\$600.00
8 years but less than 9 years	\$750.00
9 years but less than 10 years	\$1,000.00

Section 5. Effective 10/5/2008, for those Employees with ten or more years of service, there shall be a Retention Program for every hour paid according to the following formula: \$.20 per hour paid at 10 years of service, an additional \$.02 every year after 10 years with a cap of 35 years, or a maximum of \$.70. Employees will receive payment for hours paid from 10/5/2008 through 12/20/2008 on the pay of 12/26/2008 and thereafter, on each respective payday.

The above referenced benefit shall continue throughout the life of the agreement. However, should any other represented group within the Forum Health system receiving this benefit as of 10/1/2008 fail to retain the benefit, the parties agree that the above referenced benefit shall expire effective 10/1/2010.

Section 6. For individuals who do not receive a step increase and are not eligible for the Retention Program, based upon years of service, shall receive \$.20 for every hour paid.

ARTICLE 27: SHIFT DIFFERENTIAL

Section 1. The current shift and weekend differentials will be continue for the duration of the Agreement.

Section 2. All other differentials in effect will remain in effect for the duration of the Agreement.

ARTICLE 28: INSURANCE BENEFITS

Section 1. Life Insurance/Accidental Death & Dismemberment. During the term of this Agreement, the Employer will provide life insurance benefits and accidental death and dismemberment insurance benefits for employees in accordance with the following schedule:

Life Insurance	\$20,000
Nonoccupation Accidental Death and Dismemberment Insurance	\$20,000
Life Insurance (WRCS Professional Unit)	\$30,000
Nonoccupation Accidental Death and Dismemberment Insurance (WRCS Professional Unit)	\$30,000

(a) The full amount of the accidental death and dismemberment benefit shall be payable if a nonoccupational accident shall cause the loss of:

- Life
- Both hands
- Both feet
- One hand and one foot
- One hand and sight of one eye
- One foot and sight of one eye
- Sight of both eyes

(b) One-half of the accidental death and dismemberment benefit shall be payable if a nonoccupational accident causes the loss of one hand, one foot, or the sight of one eye; provided, however, that the full amount will be paid once to, or on account of, an employee.

Employees who have completed their probationary period may purchase such insurance at the cost made available to the Employer up to two (2) times their prior annual salary in increments of five thousand (\$5,000). Such amount may not exceed the amount allowable by the provider of such schedule. The employee may purchase such additional insurance at a cost not to exceed forty-five cents (\$0.45) per month for each one thousand dollars (\$1,000) of additional life insurance coverage subject to the requirement of the Employer's insurance carrier.

Section 2. Medical Insurance. For the term of this Agreement, all employees who are covered by this Agreement may participate in the Forum Health Plan. A summary of the foregoing plan and deductibles is attached hereto as Appendix C. The Appendix is a summary reference only. The applicable plan documents for each benefit control the terms and conditions of those benefits.

Section 3. Flexible Spending Accounts. Flexible spending account programs (medical and dependent child care expenses) will be continued to be offered by the Employer for use by employees in accordance with established laws and regulations.

Section 4. No individual shall be eligible for any of the insurance benefits provided for in this Article until the first day of the month following his hire date.

Section 5. The insurance benefits provided for in this Article shall be reduced when, and to the extent, they are duplicated or supplemented in whole or in part by federal or state statute or

by any noncontributory employer-furnished insurance plan under the terms of which an employee may be listed as a spouse or dependant.

Section 6. Prescription Drug Plan. The prescription drug co-pay will be as follows for the duration of the Agreement.

Generic Retail	\$9.00
Brand Retail	\$15.00
Generic Mail	\$18.00
Brand Mail	\$30.00

Employees will not incur a family monthly out of pocket expense for mail order drugs of more than One Hundred Twenty Dollars (\$120.00). The Employer shall be free to select and determine the insurer or make similar self arrangements.

Section 7. Each employee who receives benefits under a Family Plan or Single Plus One Plan shall furnish the Employer Administration with a list of his eligible dependents on an enrollment form supplied by the Employer. The employee must keep this information up to date at all times.

Section 8. The means and methods employed by the Employer, including the selection of the insurance carriers in providing the benefits set forth in this Article shall be at the sole discretion of the Employer.

Section 9. Effective January 1, 2009, premium share payments will be as follows

Full-time Employees (32 hours and above):

Employee only	\$20/pay
Employee +1	\$30/pay
Family	\$35/pay

Effective January 1, 2009, the Employer agrees to pay part of the premium cost for part-time employees in the Bargaining Unit who elect to be covered by the Forum Health Plan in accordance with the attached payment schedule, Appendix D.

Payments are deducted every pay period and are computed on a fiscal quarterly basis. The average hours worked per week per quarter will determine the employee paid portion for the following quarter. The payment will remain the same for the next fiscal quarter.

For part-time employees in the WRCS Units, the Employer will pay a pro-rata share of the premium for coverage provided for in this Article and such part-time employee, if the employee desires to receive such insurance coverage, must timely pay to the Employer the difference between the pro-rata amount and the total charged for such insurance benefits. The pro-rata amount which the Employer will pay will be computed on the hours worked in the previous month. For purposes of this Section, hours worked shall be defined as set forth in Section 1, Article 12, Time Worked. Part-time employees working one hundred forty-four (144) hours or more during the four (4) week period used for calculating the pro-rata portion of the portion of the premium period shall receive full-time insurance benefits under this Article. The premium cost for determining the pro-rata share is set forth in Appendix D of this Agreement.

The Employer agrees that prior to January 1, 2009, a process shall be developed and implemented which facilitates Employees' payment of their health insurance premium share on pre-tax dollars.

Section 10. Employees on leaves of absence whose coverage is not paid for by the Employer under other provisions of the Agreement, may purchase insurance coverage, including vision and dental at the rates specified herein for the duration of their leaves. Employees on layoff may purchase coverage, including vision and dental, at the rate specified herein for a period of up to six (6) months following layoff.

Section 11. When an employee is required to travel on official business for the Employer, he shall be covered by a group travel insurance plan which provides certain benefits for him or his beneficiary, as the case may be. Benefits payable to the employee under this program are not in lieu of Worker's Compensation. The beneficiary designated under the non-contributory life insurance program will be the beneficiary for any death benefits under this program, unless the employee indicates a different beneficiary for this coverage. Final determination of benefits under this program is made in accordance with the terms of the Group Travel Accident Plan.

Section 12. Dental Insurance. The Employer will provide the current Dental Program (family and single coverage) at no cost to the employee, except for part-time employees. Part-time employees who desire the Program shall pay a portion of the monthly premium in accordance with Section 9 of this Article.

Section 13. Vision Care Program. The Employer will provide a Vision Care Program without cost to the employees, except part-time employees who desire the Program shall pay a portion of the monthly premium in accordance with Section 9 of this Article. The benefits provided shall be in accordance with the stated Vision Care Program.

Section 14. The Employer's liability under this Article is limited to the payment of the premiums as designated. The Employer shall have no liability for the failure or refusal of the insurance company or carrier to honor an employee's claim or pay benefits and no such action on the part of the insurance company or carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute under this Article shall be subject to Article 7, Grievance Procedure and Arbitration, except an allegation that the Employer has failed to pay its designated portion of a premium as set forth in this Article, or that the Employer improperly designated as ineligible an employee to participate in the benefits provided in this Article.

Section 15. Termination of Benefits. Insurance coverage made available under this Article will terminate upon the earlier of: (a) termination of this Agreement; (b) termination of seniority as provided in Section 8, Article 9, Seniority, except as otherwise provided herein; (c) the first day of the first month following an employee's layoff under Article 21, Layoff and Recall, and (d) except as required under the Family and Medical Leave Act of 1993, the first day of the first month following the commencement of an unpaid leave of absence.

Section 16. The Employer presently maintains a risk management plan which provides benefits for employees, employed by the Employer for claims made against them and arising from their employment. The Employer, subject to any rules, regulations, or statutes enacted by any agency of the federal, state, or local government, will continue this plan or a plan providing similar benefits for employees during the term of this Agreement.

ARTICLE 29: PENSION

The Employer agrees to continue the existing Pension Plan currently in effect (as outlined below) through May 31, 2007. However, the parties agree the employees shall not accrue service credit from June 1, 2007 to May 31, 2008 with the plan to resume on June 1, 2008 through December 20, 2008, thereafter will be frozen and replaced as outlined in Section 2 of this agreement:

Effective January 1, 2002, bargaining unit employees will be covered by a new pension plan, which includes the following features:

- (A) A "frozen benefit" under the existing plan, based on the average pay of the highest five (5) years from 1991 through 2001, and reflected in a personalized statement provided to each employee;
- (B) A new benefit formula based on 1.5% of each employee's annual pay up to the "breakpoint" and 2.1% of each employee's annual pay above the breakpoint, accrued at the end of each calendar year;
- (C) Early retirement of 50% at age 55; 70% at age 60; and 82% at age 62;
- (D) For employees age 55 and older with ten (10) or more years' service at the end of 2001, a "special calculation" providing the higher of benefits under the existing plan or the new plan;
- (E) For employees with at least one (1) year of service, the Employer will match 25% of employee contributions, up to 4% of pay to the 401(k).
- (F) Employees working under 1,000 hours per year will earn benefits as well; and
- (G) No cap after 35 years.

Section 2. Effective December 21, 2008, the current defined benefit pension plan will be replaced by a retirement plan in which the Hospital will contribute a flat rate of 1.75% of the employee's eligible compensation as defined under the 401(k) plan. Employees will be eligible for the flat rate contribution after one (1) year of employment and will be vested after three (3) years of service. Contributions will be made bi-weekly commencing the first day worked on or after December 22, 2008, payable on the bi-weekly check dated January 3, 2009. Employees will be eligible for employer matching contributions of 50% up to the first 8% of elective deferrals made to the 401(k) Plan. Employees will be eligible for matching contributions after one (1) year of employment. Employer matching contributions will automatically be vested.

Section 3. Bonus or incentive payments, vacation sold for cash, or terminal payments, (i.e., sick, vacation or paid time off accrued but unused), will not be considered for plan purposes.

ARTICLE 30: VACATIONS

Effective April 1, 2009, the maximum vacation accrual rate for all employees covered by this Agreement shall be in accordance with their respective schedules listed below.

FOR WRCS BASIC UNIT:

Section 1. Each year, as of their anniversary date, employees shall earn vacation time off based on the schedule below. Such time off shall be based on their cumulative length of continuous service as measured from their last date of hire. An employee's anniversary date is an anniversary of his last date of hire. Vacation time off earned shall be scheduled in accordance with Section 3 of this Article, during the year following the employee's anniversary date.

For employees hired prior to May 14, 1998, the following vacation scale applies:

	Length of Cumulative Service	Length of Vacation Time Off
(1)	One (1) year but less than two (2) years	One (1) week (40 hrs.)
(2)	Two (2) years but less than four (4) years	Two (2) weeks (80 hrs.)
(3)	Four (4) years but less than seven (7) years	Three (3) weeks (120 hrs.)
(4)	Seven (7) years but less than eighteen (18) years	Four (4) weeks (160 hrs.)
(5)	Eighteen (18) years or more	Five (5) weeks (200 hrs.)

For employees hired on or after May 14, 1998, the following vacation scale shall apply

	Length of Cumulative Service	Length of Vacation Time Off
(1)	One (1) year but less than two (2) years	One (1) week (40 hrs.)
(2)	Two (2) years but less than five (5) years	Two (2) weeks (80 hrs.)
(3)	Five (5) years but less than eleven (11) years	Three (3) weeks (120 hrs.)
(4)	Eleven (11) years but less than twenty (20)	Four (4) weeks (160 hrs.)
(5)	Twenty (20) years or more	Five (5) weeks (200 hrs.)

Section 2. The vacation accrual year which shall be used in computing the amount of vacation pay to which an employee is entitled shall be from one anniversary date to the next anniversary date. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each

employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. To be eligible for full vacation pay, a full-time employee must have worked at least 1,664 hours, during his vacation accrual year. If he works less than 1,664 hours, his vacation pay will be prorated on the basis of the number of hours worked during his vacation accrual year in relation to 2,080 hours. A part-time employee's vacation pay will be based on the total hours worked in an anniversary year as they are related to 2,080 hours. A part-time employee must work a minimum of 808 hours in his first anniversary year before being entitled to these benefits in that anniversary year. In order to be entitled to any vacation benefits in subsequent anniversary years, he must have worked at least 808 hours in the previous anniversary year.

Section 4. For the purposes of Section 3 above, any employee, full-time or part-time, must have worked at least 808 hours in his vacation accrual year to be entitled to any vacation pay and leaves of absence due to illness or injury shall count as time worked. An employee's vacation pay shall be calculated using the employee's regular straight-time hourly rate, including shift differential if the employee is permanently assigned to the afternoon, or night shift at the time the vacation is taken. In the case of shift varies employees, shift differential will be paid where the employee's primary shift is the afternoon or night shift or where the employee has worked the afternoon and/or night shift a majority of his shifts during the preceding payroll year.

Section 5. Employees shall notify in writing the head of the department in which they are assigned by March 1 of each year of their choice of vacation dates using the Vacation Request Slip on which they shall indicate their first, second, and third choice of vacation dates. If an employee fails to select a choice of vacation, he or she shall be assigned vacation time based on staffing needs. Vacations shall be approved by the employee's department head in writing by April 1.

Individual vacation days may be approved without the advance notice requirements above provided staffing needs permit.

Bargaining unit seniority shall decide any conflict in the choices of vacation dates between employees, employed within a department, insofar as reasonably possible. In the case of Licensed Practical Nurses, vacations will be scheduled by nursing station based on bargaining unit seniority. In scheduling a replacement for a Nurse Assistant on vacation, the least senior experienced Nurse Assistant on the same shift and Unit will be transferred first. If this does not satisfy the need, then a volunteer from an alternate shift will be utilized and if this does not satisfy the need, then the least senior Nurse Assistant on the alternate shift will be moved to provide relief for the Nurse Assistant on vacation. While the Employer will seek to accommodate employees as to vacation dates, the right to schedule an employee's vacation period is reserved by the Employer in order to insure proper and adequate patient care. Request for vacation period changes must be made at least two (2) weeks prior to the beginning of the previously approved vacation period. The Employer may reschedule an employee's vacation period for operational reasons provided it notifies the employee two (2) weeks in advance of the beginning of the employee's previously approved vacation. Where the Employer reschedules an employee's vacation, it will notify the Union and will discuss the matter with the Union upon request. Employees shall be required to take their vacation time off from work except for any portion which an employee may choose to have bought out pursuant to Section 10 of this Article.

Employees will be permitted to schedule vacation time earned or to be earned as of the employee's next anniversary date so long as the weeks which are to be earned at the employee's next anniversary date are scheduled to be taken after the anniversary date. The Employer will make reasonable efforts to schedule employees who take full weeks of vacation the weekend before and after the vacation off.

Section 6. An eligible employee shall receive his vacation check the Monday prior to the week he leaves for vacation, provided three (3) weeks' notice has been given of his vacation and approval of such vacation has been obtained from his or her Supervisor.

Section 7. Vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Except as set forth in Section 10, no employee may receive vacation pay in lieu of vacation unless good cause for doing so has first been established to the Employer's satisfaction. It is understood and agreed, however, that the vacation banked shall be paid for at the rate applicable at the time the employee was first eligible to take it.

Section 8. If a holiday listed in Article 34, Holidays, of this Agreement falls within an employee's vacation, the Employer may require him to take an additional day in lieu of the holiday either at the beginning or the end of the employee's vacation. If the additional day is not scheduled either at the beginning or the end of the employee's vacation, the employee, at his option, may elect to receive eight (8) hours of straight-time pay at his regular hourly rate for the holiday, or take eight (8) hours of compensatory time off within thirty (30) days of the conclusion of his vacation.

Section 9. On termination of employment, an employee shall receive the vacation pay for which he is eligible, both the remaining vacation earned as of his preceding anniversary date and any vacation accrued toward his next anniversary date. Payment, if any, shall be made at the time of the employee's termination of employment. In the event that the said employee is reinstated within the same vacation year, he shall not be entitled to any additional vacation pay for that vacation year. In the event of the death of any employee, his earned vacation, including any accrued pay accrued for the current year, shall be paid to his surviving spouse or to his estate.

Section 10. Employees may choose each year, at the time of vacation scheduling, to receive vacation pay in lieu of vacation time off. Full-time employees can only waive vacation time in excess of one week. Such must be in full-week increments. Employees choosing this option will receive pay in lieu of vacation time off which will be paid in the first pay period after their anniversary date or the second pay period in April if the vacation is already accrued. Employees may also convert one (1) week of their vacation to their 401-K plan.

Section 11. Employees may donate vacation days to other employees who are on an extended leave of absence for serious illness or injury.

FOR WRCS TECHNICAL UNIT:

Section 1. Each year, as of their anniversary date, employees shall earn vacation time off based on the schedule below. Such time off shall be based on their cumulative length of continuous service as measured from their last date of hire. An employee's anniversary date is an anniversary of his last date of hire. Vacation time off earned shall be scheduled in accordance with Section 5 of this Article, during the year following the employee's anniversary date.

For employees hired prior to May 14, 1998, the following vacation scale applies:

	Length of Cumulative service	Length of Vacation Time Off
(1)	One (1) year but less than two (2) years	One (1) week (40 hrs.)
(2)	Two (2) years but less than four (4) years	Two (2) weeks (80 hrs.)
(3)	Four (4) years but less than seven (7) years	Three (3) weeks (120 hrs.)
(4)	Seven (7) years but less than eighteen (18) years	Four (4) weeks (160 hrs.)
(5)	Eighteen (18) years or more	Five (5) weeks (200 hrs.)

For employees hired on or after March 1, 2001, the following vacation scale shall apply:

(1)	One (1) year but less than five (5) years	Two (2) weeks (80 hrs.)
(2)	Five (5) years but less than eleven (11) years	Three (3) weeks (120 hrs.)
(3)	Eleven (11) years but less than twenty (20) years	Four (4) weeks (160 hrs.)
(4)	Twenty (20) years or more	Five (5) weeks (200 hrs.)

Section 2. The vacation accrual year which shall be used on computing the amount of vacation pay to which an employee is entitled shall be from one anniversary date to the next anniversary date. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. To be eligible for full vacation pay, a full-time employee must have worked at least 1,664 hours, during his vacation accrual year. If he works less than 1,664 hours, his vacation pay will be prorated on the basis of the number of hours worked during his vacation accrual year in relation to 2,080 hours. A part-time employee's vacation pay will be based on the total hours worked in an anniversary year as they are related to 2,080 hours. A part-time employee must work a minimum of 808 hours in his first anniversary year before being entitled to these benefits in that anniversary year. In order to be entitled to any vacation benefits in subsequent anniversary years, he must have worked at least 808 hours in the previous anniversary year.

Section 4. For the purposes of Section 3 above, any employee, Full-time or part-time, must have worked at least 808 hours in his vacation accrual year to be entitled to any vacation pay and

leaves of absence due to illness or injury shall count as time worked. An employee's vacation pay shall be calculated using the employee's regular straight-time hourly rate, including shift differential if the employee is permanently assigned to the afternoon or night shift at the time the vacation is taken. In the case of shift varies employees, shift differential will be paid where the employee's primary shift is the afternoon or night shift or where the employee has worked the afternoon and/or night shift a majority of his shifts during the preceding payroll year.

Section 5. Vacation requests and scheduling shall be granted in accordance with the current practice within each department.

Individual vacation days may be approved without the advance notice requirements above provided staffing needs permit.

Bargaining unit seniority shall decide any conflict in the choices of vacation dates between employees employed within a department, insofar as reasonably possible. While the Employer will seek to accommodate employees as to vacation dates, the right to schedule an employee's vacation period is reserved by the Employer to insure proper and adequate patient care. Request for vacation period changes must be made at least two (2) weeks prior to the beginning of the previously approved vacation period. The Employer may reschedule an employee's vacation period for operational reasons provided it notifies the employee two (2) weeks in advance of the beginning of the employee's previously approved vacation. Where the Employer reschedules an employee's vacation, it will notify the Union and will discuss the matter with the Union upon request. Employees shall be required to take their vacation time off from work except for any portion which an employee may choose to have bought out pursuant to Section 10 of this Article.

Employees will be permitted to schedule vacation time earned or to be earned as of the employee's next anniversary date so long as the weeks which are to be earned at the employee's next anniversary date are scheduled to be taken after the anniversary date. The Employer will make reasonable efforts to schedule employees who take full weeks of vacation the weekend before and after the vacation off.

Section 6. An eligible employee shall receive his vacation check the Monday prior to the week he leaves for vacation, provided three (3) weeks' notice has been given of his vacation and approval of such vacation has been obtained from his or her supervisor.

Section 7. Vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Except as set forth in Section 10, no employee may receive vacation pay in lieu of vacation unless good cause for doing so has first been established to the Employer's satisfaction. It is understood and agreed, however, that the vacation banked shall be paid for at the rate applicable at the time the employee was first eligible to take it.

Section 8. If a holiday listed in Article 34 of this Agreement falls within an employee's vacation, the Employer may require him to take an additional day in lieu of the holiday either at the beginning or the end of the employee's vacation. If the additional day is not scheduled at the beginning or the end of the employee's vacation, the employee, at his option, may elect to receive eight (8) hours of straight-time pay at his regular hourly rate for the holiday, or take eight (8) hours of compensatory time off within thirty (30) days of the conclusion of his vacation.

Section 9. On termination of employment, an employee shall receive the vacation pay for which he is eligible, both the remaining vacation earned as of his preceding anniversary date and any vacation accrued toward his next anniversary date. Payment, if any, shall be made at the time of the employee's termination of employment. In the event that the said employee is reinstated within the same vacation year, he shall not be entitled to any additional vacation pay

for that vacation year. In the event of the death of any employee, his earned vacation, including any accrued pay accrued for the current year, shall be paid to his surviving spouse or to his estate.

Section 10. Employees may choose each year, at the time of vacation scheduling, to receive vacation pay in lieu of vacation time off. Full-time employees can only waive vacation time in excess of one week. Such must be in full-week increments. Employees choosing this option will receive pay in lieu of vacation time off which will be paid in the first pay period after their anniversary date or the second pay period in April if the vacation is already accrued. Employees may also convert 1 week of vacation to their 401-K plan.

Section 11. At the request of the Union or the Employer a Labor Management Committee shall be formed to consider alternative vacation or personal holiday scheduling. Any recommendations by the committee shall require ratification by the membership prior to the implementation of any recommended pilot program or change.

Section 12. Employees may donate vacation days to other employees who are on an extended leave of absence for serious illness or injury.

FOR WRCS PROFESSIONAL UNIT:

Section 1. Each year, as of their anniversary date, employees other than Social Workers and Dietitians shall earn vacation time off based on the schedule below. Such time off shall be based on their cumulative length of continuous service as measured from their last date of hire. An employee's anniversary date is an anniversary of his last date of hire. Vacation time off earned shall be scheduled in accordance with Section 5 of this Article, during the year following the employee's anniversary date.

<u>Length of Cumulative Service</u>	<u>Length of Vacation Time off</u>
One (1) year but less than five (5) years	Three (3) weeks - (120 hours)
Five (5) years but less than eighteen (18)	Four (4) weeks - (160 hours)
Eighteen (18) years or more	Five (5) weeks - (200 hours)

Vacation Schedule for employees hired after May 1st, 1998

<u>Length of Cumulative Service</u>	<u>Length of Vacation Time Off</u>
One year through Five years	Two (2) weeks
Six years through Nine years	Three (3) weeks
Ten years through nineteen (19)	Four (4) weeks
Twenty (20) or more	Five (5) weeks

The schedule for Social Workers and Dietitians is as follows:

<u>Length of Cumulative Services</u>	<u>Length of Vacation Time Off</u>
One (1) year but less than four (4) years	15 days
Four (4) years but less than eighteen (18)	20 days
Eighteen (18) or more	25 days

Section 2. The vacation accrual year, which shall be used in computing the amount of vacation pay to which an employee is entitled, shall be from one anniversary date to the next anniversary date. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. To be eligible for full vacation pay, a full-time employee must have worked at least eighty (80%) of his regular scheduled work time, during his vacation accrual year. If he works less than eighty (80%) of his regular scheduled work time, his vacation pay will be pro rated on the basis of the number of hours worked during his vacation accrual year in relation to 2,080 hours. A part-time employee's vacation pay will be based upon the total number of hours worked during his vacation accrual year in relation to 2,080 hours.

Section 4. For the purposes of this Article, an employee shall take vacation based on the number of vacation hours accrued as of his or her most recent anniversary date, and vacation shall be paid at the employee's straight-time hourly rate (including shift differential in accordance with the Employer's policy), at the time the vacation is taken.

Section 5. Employees shall schedule vacations with the Department Supervisor beginning the 2nd Monday in February or, in the case of Social Workers and Dietitians, beginning November 1st. Except as noted in Section 8, employees shall schedule their vacation based upon departmental seniority. The scheduling period shall last 2 weeks. Vacation selection shall be for a 12 month period from June 1 to the following June 1 or, in the case of Social Workers and Dietitians, from January 1 to the following January 1, and shall include any vacation which an employee is eligible to take in that time period. Vacations shall be approved by means of approved vacation list which shall be posted in each department by March 15 or, in the case of Social Workers and Dietitians, by December 1. Subject to the provisions of Section 8 of this Article, once an employee's vacation has been approved, it may not be rescheduled without his consent. When vacation time is voided or canceled, such will be voided on the approved vacation list which is posted within a reasonable time after the vacation is voided or canceled. Employees desiring the voided vacation time must apply to the immediate Supervisor within five (5) days. If vacation time is voided while the schedule is being completed, the schedule posting may be delayed until proper posting of voided time (for three (3) days) and the award of voided time is completed. Such vacation may be scheduled based upon staffing needs of the Employer and on the basis of seniority in accordance with the Seniority Grid. The Employer will make reasonable efforts to schedule employees who take full weeks of vacation the weekend before and after the vacation off. Individual vacation days may be approved without the advance notice requirements above provided staffing needs permit.

Section 6. If an employee fails to select vacation after the sign up period set forth in Section 5 above, such employees cannot, subsequent to that date, request vacation which, if granted, would cause another employee to have his or her vacation rescheduled. Employees who fail to select vacation preferences until after the selection period set forth in Section 5 above, shall have their requests honored, on the basis of staffing needs of the Employer and on the basis of the chronological order in which the requests were made. If an employee fails to select a choice of vacation, he or she shall be assigned vacation time based upon staffing needs.

Section 7. Departmental seniority shall decide any conflict in the choice of vacation dates between employees employed within a department, insofar as reasonably possible.

Section 8. While the Employer will seek to accommodate employees as to vacation dates, the right to schedule an employee's vacation period is reserved by the Employer to insure proper and adequate patient care. Depending upon the availability of staff, the Employer will make every attempt to schedule vacation on the following basis; beginning January 1, 1996, and each year thereafter for the contract period, the Employer will calculate the number of total vacation hours available June through May for distribution per week in the Laboratory and Pharmacy respectively. These hours would include all eligible vacation hours and banked hours (June through May), divided by fifty-two (52) and rounded up to the next whole eight (8) hours. In addition to the above number of hours available for distribution the following will take place: (a) For Pharmacy, an additional forty (40) hours per week will be added and Pharmacy employees may schedule personal holidays at the same time as they schedule vacations. (b) For Laboratory, any vacation hours distributed in full week equivalents using a lottery system will be included in the total number of vacation hours available for distribution. The lottery system will be administered by the Union in accordance with past practice and will be made available to management by February 1 of each year. The Employer shall require no more than seven (7) days' notice prior to the posting of the work schedule of the employee's intended vacation scheduling. Requests for vacation period changes must be made at least two (2) weeks prior to the beginning of the previously approved vacation period. In the event of an emergency, the Employer may reschedule an employee's vacation for operational reasons provided it notifies the employee two (2) weeks in advance of the beginning of the employee's previously approved vacation. Where the Employer reschedules an employee's vacation, it will notify the Union and will discuss the matter with the Union upon request. The application of this Section shall not serve to deny an employee vacation pay. Scheduled approved vacation of full week increments (or part-time equivalent), which is canceled by the Employer will result in the employee being compensated at time and one-half (1-1/2) for the week worked which was originally scheduled and approved as vacation but canceled by the Employer.

Section 9. The parties agree that the intent of this Article is that employees are to take their vacation time off from work and, under normal circumstances, may not receive vacation pay in lieu of vacation. However, the parties recognize that there may be occasions when this intent may not be fulfilled and, in that event, no employee shall lose his vacation pay. Employees may waive (during the vacation-scheduling process) vacation time off, in one-week increments, in which event the employees will receive their vacation pay on the paycheck covering the anniversary of their hire date. Those waived hours will not be subtracted from the total "eligible vacation hours and banked hours" mentioned in the preceding section. Full-time employees can only waive vacation time in excess of one week. Employees may also convert up to one (1) week of vacation to their 401-K plan.

Section 10. Unless by mutual agreement, no employee will be scheduled to work on a Saturday preceding or a Saturday or Sunday during his or her vacation. These provisions shall apply only to vacations take in five (5) consecutive day periods or four consecutive day periods during a holiday week. The Employer will make every reasonable effort to schedule employees who take a full weeks vacation (5 consecutive days or 4 days and a holiday) the weekend before and after the vacation off.

Section 11. An eligible employee shall receive his vacation check the Friday prior to the day he leaves for vacation, provided two (2) weeks' notice has been given of his vacation and approval of such vacation has been obtained from his or her supervisor.

Section 12. An employee's vacation year is the twelve (12) month period following his or her most recent anniversary date. Vacations may not be accumulated from one vacation year to the next, nor may a vacation be postponed from one vacation year to another, except as provided for in Section 14 of this Article 9.

Section 13. If a holiday listed in Article 34 of this Agreement falls within an employees scheduled vacation period, the employee shall be permitted an option to take an additional day with pay at the beginning or end of this vacation, or he may elect to receive eight (8) hours of straight time pay rather than taking the time off. Any such time off taken shall be approved by the Department Head.

Section 14. Vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. It is understood and agreed, however, that the vacation banked shall be paid for at the rate applicable at the time the employee was first eligible to take it. It is further understood and agreed that all vacations banked must be taken in the anniversary year following the anniversary year in which said vacation was banked. Vacation banked and not so taken shall be forfeited. If an employee has banked vacation from the previous anniversary year, that vacation shall be taken first during the current anniversary year.

Section 15. At the request of the Union or the Employer a Labor Management Committee shall be formed to consider alternative vacation or personal holiday scheduling. Any recommendations by the Committee shall require ratification by the membership prior to the implementation of any recommended pilot program or change.

Section 16. Employees may donate vacation days to other employees, to be used for extended leaves of absence due to serious illness or injury.

Section 17. Should the funeral of a relative, as defined in Article 31, Leaves of Absence, occur during an employee's vacation the employee will be considered on bereavement leave, as defined in Article 31, Leaves of Absences, and that portion of the employee's accrued vacation will be reinstated and rescheduled. In the event such vacation reinstated cannot be taken by the employee's anniversary date because of lack of availability of vacation time, such reinstated vacation shall not be forfeited and shall not be subject to any limitations on banking of vacation contained in this Agreement.

FOR TRUMBULL BUSINESS OFFICE UNIT:

Section 1. All full-time and part-time employees who have completed one (1) or more years of continuous service shall accrue and be eligible for vacation with pay each year, in accordance with the following schedule:

<u>Years of Service</u>	<u>Full-time Employees Vacation Award</u>	<u>Part-time Employees Vacation Award</u>
After 1 yr. but less than 5 yrs.	10 days (2 wks.)	Pro-rata of full-time
After 5 yrs. but less than 10 yrs.	15 days (3 wks.)	Pro-rata of full-time
After 10 yrs., but less than 25 yrs	20 days (4 wks.)	Pro-rata of full-time
After 25 yrs. or more	25 days (5 wks.)	Pro-rata of full-time

Benefit levels greater than provided for in the contract will remain in effect until the seniority of the employee allows elevation to the next higher contractual level.

Section 2. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. Vacations should be taken during the twelve (12) month period following the anniversary date on which the vacation is accrued. However, vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Vacation earned in excess of this limit shall not be accrued, nor can the employee receive compensation for accrued vacation in lieu of vacation time off. Vacations may be taken in increments of one or more whole days, or a portion of a day (defined as not less than one (1) hour), with prior approval in writing by the employee's supervisor. Accrued vacation time may be used during absences due to personal illness, or emergency, after an employee has exhausted his paid sick time.

Section 4. Vacations may be taken throughout the year between March 1 and February 28 of the succeeding year subject to the limitations set forth in this Article. Employees, in order of department seniority, shall notify their department heads between January 1 and February 1 of each year of their preference for vacation dates, by signing up on a master calendar in the department. Employees shall sign up within a reasonable time as determined by the department head, utilizing appointments with employees where appropriate. Should a conflict arise between employees in a classification and on a shift as to preferred vacation dates, department seniority shall govern. The Employer shall post vacation schedules in each department by March 1 of each year. An employee who fails to notify his department head of his preferred dates by February 1, or within the reasonable time mentioned above, shall be permitted to select his vacation dates which then may be available at the time he makes application for vacation regardless of seniority.

The Employer will develop and use a standard form and guidelines governing vacation requests occurring outside the January sign-up period. The Employer will inform the employee whether or not the request was granted, within two weeks after the request, as long as the employee submitted the request at least two weeks prior to the posting of the schedule covering the requested period. If an employee withdraws a request for vacation, after the vacation is scheduled, the Employer will offer the withdrawn vacation period in accordance with department seniority.

Section 5. The Employer will seek to accommodate employees in their choice of vacation dates. The scheduling of vacations shall be based upon the operational needs of the employee's department. The Employer may reschedule any employee's vacation if it is required to do so to meet operational needs in the employee's department. If such changes are made, the Employer shall notify affected employees as far in advance of their scheduled vacations as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the employee and the Employer. The parties will follow current practice in scheduling vacations, consistent with this Agreement. The parties will establish a Staffing and Scheduling Committee, including management and Union representatives from affected departments, to discuss vacation scheduling.

Section 6. Vacation pay shall be computed at the rate of forty (40) hours of straight time pay at the rate in effect at the time the vacation is taken, excluding shift differentials, for each week of vacation.

Section 7. Vacation pay may be paid in advance of the vacation, provided three (3) weeks notice is given to Payroll Department.

Section 8. Upon termination of employment, an employee with one (1) or more years of hospital seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since his last employment date. In the event of the death of an employee, the Employer shall pay all earned but unused vacation, prorated in the manner set forth above, to his surviving spouse or estate.

Section 9. In the event that any part-time or full-time employee has terminated employment and is rehired within the same vacation year, he shall not be entitled to vacation pay for the vacation year.

Section 10. On an annual basis, employees may receive compensation for one (1) week, forty (40) hours, of accrued vacation in lieu of time off, or may convert up to one (1) week of accrued vacation to the 401(k) Plan in accordance with the Plan guidelines.

Section 11. Part-time employees shall receive the pro-rata vacation as above and will utilize their vacation as paid time throughout the vacation period. The practice of receiving a vacation check at the end of the calendar will cease at the end of the 2004 calendar year.

Section 12. Employees may donate vacation days to other employees to be used for extended leave of absence due to serious illness or injury.

FOR TRUMBULL TECHNICAL UNIT:

Section 1. All full-time and part-time employees who have completed one (1) or more years of continuous service shall accrue and be eligible for vacation with pay each year, in accordance with the following schedule:

<u>Years of Service</u>	<u>Full-time Employees Vacation Award</u>	<u>Part-time Employees Vacation Award</u>
After 1 yr. but less than 5 yrs.	10 days (2 wks.)	Pro-rata of full-time
After 5 yrs. but less than 10 yrs.	15 days (3 wks.)	Pro-rata of full-time
After 10 yrs. but less than 25 yrs.	20 days (4 wks.)	Pro-rata of full-time
After 25 yrs.	25 days (5 wks.)	Pro-rata of full-time

Employees currently receiving more vacation than indicated above shall continue to receive the higher amount.

Section 2. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. Vacations should be taken during the twelve (12) month period following the anniversary date on which the vacation is accrued. However, vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Vacation earned in excess of this limit shall not be accrued, nor can the employee receive compensation for accrued vacation in lieu of vacation time off. Vacations may be taken in increments of one or more whole days, or a portion of a day (defined as not less than one (1) hour), with prior approval in writing by the employee's supervisor. Accrued vacation time may be used during absences due to personal illness, or emergency, after an employee has exhausted his paid sick time.

Section 4. Vacations may be taken throughout the year between March 1 and February 28 of the succeeding year subject to the limitations set forth in this Article. Employees, in order of department seniority, shall notify their department heads between January 1 and February 1 of each year of their preference for vacation dates, by signing up on a master calendar in the department. However, effective January 1, 2005, the Respiratory Therapy Services Department employees will only be granted vacation in full week increments during the January sign up. Employees shall sign up within a reasonable time as determined by the department head, utilizing appointments with employees where appropriate. Should a conflict arise between employees in a classification and on a shift as to preferred vacation dates, seniority in accordance with Appendix A, Seniority Grid, shall govern. The Employer shall post vacation schedules in each department March 1 of each year. An employee who fails to notify his department head of his preferred dates by February 1, or within the reasonable time mentioned above, shall be permitted to select his vacation dates which then may be available at the time he makes application for vacation regardless of seniority.

The Employer will develop and use a standard form and guidelines governing vacation requests occurring outside the January sign-up period. The Employer will inform the employee whether or not the request was granted, within two weeks after the request, as long as the employee submitted the request at least two weeks prior to the posting of the schedule covering the requested period. If an employee withdraws a request for vacation, after the vacation is

scheduled, the Employer will offer the withdrawn vacation period in accordance with department seniority.

Section 5. The Employer will seek to accommodate employees in their choice of vacation dates. The scheduling of vacations shall be based upon the operation needs of the employee's department. The Employer may reschedule any employee's vacation if it is required to do so to meet operational needs in the employee's department. If such changes are made, the Employer shall notify affected employees as far in advance of their scheduled vacations as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the employee and the Employer. The parties will follow current practice in scheduling vacations, consistent with this Agreement. The parties will establish a Staffing and Scheduling Committee, including management and Union representatives from affected departments, to discuss vacation scheduling.

Section 6. Vacation pay shall be computed at the rate of forty (40) hours of straight time pay at the rate in effect at the time the vacation is taken, excluding shift differentials, for each week of vacation.

Section 7. Vacation pay may be paid in advance of the vacation, provided three (3) weeks notice is given to Payroll Department.

Section 8. Upon termination of employment, an employee with one (1) or more years of hospital seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since his last employment date. In the event of the death of an employee, the Employer shall pay all earned but unused vacation, prorated in the manner set forth above, to his surviving spouse or his estate.

Section 9. In the event that any part-time or full-time employee has terminated employment and is rehired within the same vacation year, he shall not be entitled to vacation pay for the vacation year.

Section 10. On an annual basis, employees may receive compensation for one (1) week, forty (40) hours, of accrued vacation in lieu of time off, or may convert up to one (1) week of accrued vacation to the 401(k) Plan in accordance with the Plan guidelines.

Section 11. Employees may donate vacation days to other employees to be used for extended leave of absence due to serious illness or injury.

Section 12. Employees in all departments except: (1) Interventional Radiology; (2) Respiratory Therapy Services; (3) Cardiac Cath Lab; (4) Rehabilitative Services; and (5) Diagnostic Radiology, shall be limited to the selection of up to two (2) weeks of vacation during the summer months of June, July, August, Christmas week, and New Year's week. Once all employees in the department have had a chance to select two (2) weeks during this time, additional time off will be granted if available based on Appendix A, Seniority Grid.

FOR TRUMBULL PROFESSIONAL UNIT:

Section 1. All full-time and part-time employees who have completed one (1) or more years of continuous service shall accrue and be eligible for vacation with pay each year, in accordance with the following schedule:

<u>Years of Service</u>	<u>Full-time Employees Vacation Award</u>	<u>Part-time Employees Vacation Award</u>
After 1 yr. but less than 5 yrs.	10 days (2 wks.)	Pro-rata of full-time
After 5 yrs. but less than 10 yrs.	15 days (3 wks.)	Pro-rata of full-time
After 10 yrs. but less than 25 yrs.	20 days (4 wks.)	Pro-rata of full-time
After 25 yrs.	25 days (5 wks.)	Pro-rata of full-time

Job classifications currently receiving more vacation or on a more accelerated schedule than indicated above shall continue to receive the greater benefits and more accelerated schedule.

Section 2. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. Vacations should be taken during the twelve (12) month period following the anniversary date on which the vacation is accrued. However, vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Vacation earned in excess of this limit shall not be accrued, nor can the employee receive compensation for accrued vacation in lieu of vacation time off. Vacations may be taken in increments of one or more whole days, or a portion of a day (defined as not less than one (1) hour), with prior approval in writing by the employee's supervisor. Accrued vacation time may be used during absences due to personal illness, or emergency, after an employee has exhausted his paid sick time.

Section 4. Vacations may be taken throughout the year between March 1 and February 28 of the succeeding year subject to the limitations set forth in this Article. Employees, in accordance with the Seniority Grid, Appendix A, shall notify their department heads between January 1 and February 1 of each year of their preference for vacation dates, by signing up on a master calendar in the department. Employees shall sign up within a reasonable time as determined by the department head, utilizing appointments with employees where appropriate. Should a conflict arise between employees in a job title and on a shift as to preferred vacation dates, the Seniority Grid, Appendix A, shall govern. The Employer shall post vacation schedules in each department March 1 of each year. An employee who fails to notify his department head of his preferred dates by February 1, or within the reasonable time mentioned above, shall be permitted to select his vacation dates which then may be available at the time he makes application for vacation regardless of seniority.

The Employer will develop and use a standard form and guidelines governing vacation requests occurring outside the January sign-up period. The Employer will inform the employee whether or not the request was granted, within two weeks after the request, as long as the employee submitted the request at least two weeks prior to the posting of the schedule covering the requested period. If an employee withdraws a request for vacation, after the vacation is scheduled, the Employer will offer the withdrawn vacation period in accordance with department seniority.

Section 5. The Employer will seek to accommodate employees in their choice of vacation dates. The scheduling of vacations shall be based upon the operation needs of the employee's department. The Employer may reschedule any employee's vacation if it is required to do so to meet operational needs in the employee's department. If such changes are made, the Employer shall notify affected employees as far in advance of their scheduled vacation as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the employee and the Employer. The parties will follow current practice in scheduling vacations, consistent with this Agreement.

Section 6. Vacation pay shall be computed at the rate of forty (40) hours of straight time pay at the rate in effect at the time the vacation is taken, excluding shift differentials, for each week of vacation.

Section 7. Vacation pay may be paid in advance of the vacation, provided three (3) weeks notice is given to the Payroll Department.

Section 8. Upon termination of employment, an employee with one (1) or more years of hospital seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since his last employment date. In the event of the death of an employee, the Employer shall pay all earned but unused vacation, prorated in the manner set forth above, to his surviving spouse or his estate.

Section 9. In the event that any part-time or full-time employee has terminated employment and is rehired within the same vacation year, he shall not be entitled to vacation pay for the vacation year.

Section 10. On an annual basis, employees may receive compensation for one (1) week, forty (40) hours, of accrued vacation in lieu of time off, or may convert up to one (1) week of accrued vacation to the 401(k) Plan in accordance with the Plan guidelines.

Section 11. Employees may donate vacation days to other employees to be used for extended leave of absence due to serious illness or injury.

PATIENT FINANCIAL SERVICE UNIT:

Section 1. All full-time and part-time employees who have completed one (1) or more years of continuous service shall accrue and be eligible for vacation with pay each year, in accordance with the following schedule:

<u>Years of Service</u>	<u>Full-time Employees Vacation Award</u>	<u>Part-time Employees Vacation Award</u>
After 1 yr. but less than 5 yrs.	10 days (2 wks.)	Pro-rata of full-time
After 5 yrs. but less than 10 yrs.	15 days (3 wks.)	Pro-rata of full-time
After 10 yrs. but less than 25 yrs.	20 days (4 wks.)	Pro-rata of full-time
After 25 yrs.	25 days (5 wks.)	Pro-rata of full-time

Section 2. Except for an employee who has less than one year of service, vacation shall accrue on a per hour actually worked basis. Accrued vacation shall be reflected on each employee's paycheck stub each pay period, showing hours accrued. On his first anniversary date, an employee shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other employee.

Section 3. Vacations should be taken during the twelve (12) month period following the anniversary date on which the vacation is accrued. However, vacation may be accrued and carried over in an amount equivalent to two times the yearly vacation. Vacation earned in excess of this limit shall not be accrued, nor can the employee receive compensation for accrued vacation in lieu of vacation time off. Vacations may be taken in increments of one or more whole days, or a portion of a day (defined as not less than one (1) hour), with prior approval in writing by the employee's supervisor. Accrued vacation time may be used during absences due to personal illness, or emergency, after an employee has exhausted his paid sick time.

Section 4. Vacations may be taken throughout the year between April 1 and March 30 or the succeeding year subject to the limitations set forth in this Article. Employees shall notify their supervisor between January 1 and March 1 of each year of their preference for vacation dates. Should a conflict arise between employees in a classification and on a shift as to preferred vacation dates, bargaining unit seniority shall govern. The Employer shall post vacation schedules in each department by April 1 of each year. An employee who fails to notify his department head of his preferred dates by March 1 shall thereafter be permitted to select his vacation dates which then may be available at the time that he makes application for vacation regardless of seniority. These requests will receive a response within three (3) working days.

Section 5. The Employer will seek to accommodate employees in their choice of vacation dates. The scheduling of vacations shall be based upon the operation needs of the employee's department. The Employer may reschedule any employee's vacation if it is required to do so to meet operational needs in the employee's department. If such changes are made, the Employer shall notify affected employees as far in advance of their scheduled vacations as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the employee and the Employer.

Section 6. Vacation pay shall be computed at the rate of forty (40) hours of straight time pay at the rate in effect at the time the vacation is taken, excluding shift differentials for each week of vacation.

Section 7. Vacation pay may be paid in advance of the vacation, provided three (3) weeks notice is given to Payroll Department.

Section 8. Upon termination of employment, an employee with one (1) or more years of bargaining unit seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since his last employment date. In the event of the death of an employee, the Employer shall pay all earned but unused vacation, prorated in the manner set forth above, to his surviving spouse or his estate.

Section 9. On an annual basis, employees may receive compensation for one (1) week, forty (40) hours, of accrued vacation in lieu of time off, or may convert up to one (1) week of accrued vacation to the 401(k) Plan in accordance with the Plan guidelines.

Section 10. Employees may donate vacation days to other employees to be used for extended leave of absence due to serious illness or injury.

ARTICLE 31: LEAVES OF ABSENCE

Section 1. Types of Leave. The following types of leaves of absence are available to all employees who have completed ninety (90) days of continuous service: Injury, Long-Term Illness, Pregnancy, Personal, SEIU Employment, and Child Care.

Employees who have been employed by Employer for twelve (12) months or more and who have worked one thousand two hundred and fifty (1,250) hours or more in the immediately preceding twelve (12) months are eligible to take leave as provided by the Family and Medical Leave Act.

All employees without regard to length of service are eligible for military leave.

All leaves of absence are without pay unless otherwise provided for in this Article. For employees on a paid leave of absence, all benefits will continue to accrue during such paid leave.

No employee granted a leave of absence shall accept other employment during the period of his leave, except SEIU Employment as defined in this Article. Violation of this provision will result in termination of employment.

Any employee misrepresenting facts to obtain a leave of absence will be discharged.

Section 2. Duration of Leave. The maximum amount of time an employee who qualifies pursuant to Section 1 shall be permitted to be on leave is as follows:

(A) Non-Work Related Injury and Illness. For non-work related injuries and illnesses, an employee shall be permitted to be on leave for up to a maximum of twelve (12) months during the term of this Agreement (including any leave under the Family and Medical Leave Act or Paid Sick Leave), provided, however, such leave shall last no longer than the duration of the injury that prohibits the employee from performing his assigned work duties. Employees who are terminated due to the exhaustion of their Leave of Absence benefit shall have their seniority frozen for up to twelve (12) months following such termination so long as their continued leave status is due to medical severity as documented by their physician. Any non-work-related injury leave shall terminate if the employee is placed on total and permanent disability or if the employee is capable of returning to work as certified by the physician in charge of his case, whichever is shorter.

(B) Work-Related Injury and Illness. For work-related injuries and illnesses, an employee shall be permitted to be on leave for a period of twelve (12) months (including any leave under the Family and Medical Leave Act or Paid Sick Leave) unless a longer period is required by law. Such leave shall last no longer than the duration of the injury that prohibits the employee from performing his assigned work duties. Any work-related injury leave shall terminate if the employee is placed on total and permanent disability or if the employee is capable of returning to work as certified by the physician in charge of his case, or if any claim filed for Workers' Compensation is denied; whichever is shorter.

(C) Any work or non-work-related illness leave shall terminate if an employee is placed on total and permanent disability or if the employee is capable of returning to work as certified by the physician in charge of his case, or if any claim filed for Workers' Compensation is denied; whichever is shorter.

(D) Pregnancy. An employee shall be permitted to be on leave prior to delivery, after delivery, and for any medical complications associated with her pregnancy up to a maximum of six (6) consecutive months (including any leave under the Family and Medical Leave Act) with

such leave to last no longer than the duration of the disability that prohibits her from performing her assigned work duties. Such leave is not for childcare.

(E) Child Care. A leave of absence for purposes of child care may be granted upon the request of an employee immediately after the expiration of a pregnancy or adoption leave for a period up to three (3) months (including any leave under the Family and Medical Leave Act). Such leave may be extended up to an additional three (3) months.

(F) Military. An employee shall be granted leave as required by state and federal military training and service statutes. An employee shall notify Employer as soon as possible after receiving an order for training or service.

(G) Personal. An employee may request a leave of absence for personal reasons. Such leave request shall state the reason(s) for such leave and shall be reviewed by Employer on a non-discriminatory basis. The Employer may determine in its sole discretion whether to grant such leave and, if granted, the length and conditions of such leave. The grant or denial of such leave shall not be subject to the grievance and arbitration provisions of this Agreement.

(H) Educational. An employee may be granted a Leave of Absence for educational purposes relating to the operations of the Employer not to exceed one (1) year. In order to take such Educational Leave, the employee must have at least six (6) months of service with the Employer, must give the Employer at least one (1) month's notice, and must present verification that he is enrolled in such a program and continues to be enrolled in such a program. Such leave may be for the term of the continuous school year or fraction thereof. After thirty (30) calendar days from the effective date of the leave, the Employer may temporarily fill the employee's job vacancy and the Union agrees to waive any obligations the Employer has under Article 16, Transfers with respect to Education Leave. When the employee returns from the leave of absence, he will be placed in the job title which was held at the time of the leave, and the least senior employee in the job title would be laid off in accordance with Article 22, Layoffs and Recall. Upon returning to work, at least one (1) year must elapse before the employee shall be allowed to apply for another Educational Leave. The provisions of this Sub-section may be waived by mutual agreement between the Union and the Employer.

(I) SEIU Employment. An unpaid leave of absence shall be granted to two (2) employee(s) (no more than one (1) from the same department) who shall be employed to work for SEIU for up to twelve (12) consecutive months. An extension request shall not be unreasonably denied. Leaves of absence under this subparagraph shall be deemed to have expired five (5) working days after the employee's employment with the Union terminates.

Employees selected for the Administrative Organizer by the Union shall be granted a leave of absence for the duration of the Union employment. Such leave will be considered to have expired five (5) working days after such office or employment is terminated. All other Union related leaves will be considered expired two (2) working days after cessation of such business. An employee on a leave covered by this section will be continued to be covered under the Employer's medical-surgical benefits and retirement and the Union will reimburse the Employer for the cost thereof on a monthly basis or periodic basis as determined by the Employer and the Union. An employee returning from such leave shall be returned to the occupation, position, shift, and geographic location occupied prior to the leave if the position is still in existence. If the position is not in existence, then he shall be placed in accordance with Article 9, Seniority. All forms of seniority shall continue to accrue during such leave. All earned but unused sick, vacation, and personal time will be frozen and available on the

employee's return. The employee may elect payout on earned but unused vacation at his discretion.

An employee on a leave of absence under this subparagraph will continue to be covered during such leave by the Employer's medical-surgical insurance benefits so long as the Union reimburses the Employer for the costs thereof on a monthly basis.

(J) Family and Medical Leave Act. The Employer agrees to provide leave as required by the Family and Medical Leave Act, reserving all rights it has under the law, including the right to require certification, advance notice, and subject to the rights provided to an employee under Section 3 of this Article, the right to request repayment of insurance premiums for employees who fail to return after the expiration of such leave. Employees are required to concurrently utilize leave under the Family and Medical Leave Act while on any other type of leave (e.g., injury, illness, pregnancy, etc.) for a qualifying serious health condition. Leaves of absence approved under the Family and Medical Leave Act shall not be counted as occasions of absence. This shall include single days taken as intermittent leave as approved for under the Family and Medical Leave Act.

Except in the case of an emergency, employees should request a leave of absence under this Article thirty (30) days prior to the anticipated start date of their leave, but in any event, at least two (2) weeks prior to the anticipated start date of their leave. Extension of leaves of absence provided for in this Section beyond the initial time period permitted may be granted by Employer in its sole discretion.

Section 3. Long-Term Illness, Injury, Pregnancy & Family and Medical Leave Act. All employees eligible for illness, injury, pregnancy and Family and Medical Leave Act leave will be required by the Employer to furnish medical evidence for the period of leave including medical certification satisfactory to the Employer that the employee is unable to perform his duties. Where an employee requests intermittent leave, or an extension of an existing leave, the Employer reserves the right to require a second medical opinion with respect to any such request for leave. When there are conflicting medical opinions, the parties shall mutually select a third physician whose opinion will be conclusive and binding. The cost of such examination will be borne equally by the parties.

Employees who have been on injury, illness, or Family and Medical Leave Act leave for more than 60 days may be required to submit to a physical examination before being permitted to return to work. Where the leave was necessitated by an injury, the examination will be confined to the body part(s) injured. In the case of illness, however, the examination may be more comprehensive. In the case of a dispute regarding the ability of the employee to return to work between the employee's physician and the Employer's physician, the matter will be referred for final and binding resolution to a third physician mutually agreed upon by the employee's physician and the Employer's physician. The cost of such exam will be borne equally by the parties. Nothing in this Section in any way restricts the Employer's rights under applicable Workers' Compensation laws and regulations.

Section 4. Benefits During Leave. During all leaves of absence further benefits will not accrue, including seniority, except as provided below:

(A) An employee's seniority will continue to accrue for vacation entitlement and length of service increments for the duration of leave for injury leave, illness leave, or pregnancy leave up to twelve (12) months.

(B) For all leaves other than those covered in Section 4A, an employee shall continue to accrue for vacation entitlement and length of service increments not to exceed ninety (90) days, unless otherwise specified by law.

(C) Before going to unpaid status, employees on illness, injury, pregnancy, personal/educational, or child care leave shall use all eligible personal days, paid sick leave, and vacation time, except an employee may reserve one (1) week of previously unscheduled vacation time.

(D) An employee on a leave of absence will continue to be covered through the remaining balance of the month in which he begins his leave by the Employer's medical-surgical benefits unless otherwise covered under Family and Medical Leave Act. For work-related or non-work-related illness or injury, the WRCS Units shall continue to receive all medical, prescription, vision, and dental coverage for a period of sixty (60) days.

Section 5. Filling of Positions. The Employer may permanently fill a position of an employee on a leave of absence as follows.

(A) For illness, injury after twelve (12) consecutive months.

(B) For the combination of child care/adoption/pregnancy leaves after six (6) consecutive months.

(C) For SEIU employment, except for the Administrative Organizer, after twelve (12) consecutive months.

(D) For Family and Medical Leave Act and Military leaves, Federal and State law requirements will be followed.

Upon returning from a leave, an employee will be returned to his former position, shift, and geographic location, if it has not been permanently filled; otherwise, the employee shall be given whatever work is available for which the employee is qualified and will be given the first opportunity to return to his former position if and when the position is posted, provided such position becomes open within one (1) year after the employee went on leave. Consistent with the provisions of this Article, an employee may return to work prior to the expiration of any leave of absence provided notice of three (3) working days is given. An employee on an approved leave shall not be permitted to bid on job postings unless otherwise required by law, or covered elsewhere in the Agreement.

An employee who temporarily fills a position while another employee is on a leave of absence does so with the understanding that it is on a temporary basis, and the employee temporarily filling the position will be returned to his former position if the employee on leave returns during the temporary filling of the vacancy. Such displaced temporary employee will have no grievance relative to his displacement by the returning employee.

Section 6. Temporary Return to Work Program. The Employer and SEIU agree to establish an early, safe return to work program for an employee who has experienced a temporary work-related or non-work-related disability. An employee who has obtained medical clearance from his treating physician and the Employer's physician shall be eligible for consideration to participate in this program. Before being placed in the program, however, the Employer shall determine whether positions are available for placement of such employee. The following procedure shall be utilized for placements of employees under this program.

(A) Transitional Work. A work-site program that provides an individualized interim step in the recovery of a worker with job restrictions. A transitional work program provides value-added activities to assist workers to progressively resume the essential job functions of their

previous position of employment. Transitional work can be modified duty, gradual return, or a combination of both.

(i) Modified Duty. Work in which physical limitations or restrictions are defined by the employee's physician.

(ii) Gradual Return to Work. Working a limited number of hours per day or days per week at the full duty physical demand required by the job. Work hours are gradually increased until full contract/bid hours are reached over a medically appropriate period of time.

The foregoing positions are available on a case by case basis:

(B) The positions are temporary in nature and depend on the disability in question and the ability of the Employer to accommodate such disability. The duration of the positions shall not exceed ninety (90) days.

(C) All work assigned under this program shall be compensated at the employee's regular rate of pay for the hours worked. Full-time employees will receive full-time medical benefits for the period of modified duty or gradual return to work regardless of the number of hours they work. However, if an employee is working less than his contracted hours, he may use sick or vacation time for the balance of his contracted hours.

(D) During the temporary assignment to a non-bargaining unit position under this section, an employee will retain all rights and obligations of bargaining unit membership. SEIU will not claim bargaining unit work inclusion of such positions as a result of the operation of this section.

Section 7. Jury Duty. An employee will be granted a leave of absence for required jury duty and will receive eight (8) hours pay, including any shift differentials, for all scheduled time lost less any jury or witness duty compensation. Service as a witness in all other instances shall be unpaid. Evidence of service and compensation received must be presented to the Employer prior to payment.

Section 8. Bereavement Leave. In the event of the death of an employee's spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, sister or brother, step-child, whom the employee has raised as his own, or a step-parent who has raised the employee as his own, the employee shall be entitled to funeral pay for up to four (4) days on which the employee was otherwise scheduled to work, provided that the four (4) days must occur within six (6) days of the employee's family member's death. If the employee is working the day of the death, the employee will be paid for the remainder of the employee's regularly scheduled day, and that day will not count towards the four (4) days of available paid bereavement leave. Exceptional funeral circumstances will be reasonably accommodated. In no such exceptional case shall the paid bereavement benefit exceed four (4) scheduled work days.

The employee shall obtain and furnish and the Hospital reserves the right to request, proof of death. Where the Hospital has a question with regard to the relationship claimed, the employee shall also obtain and furnish and the Hospital reserves the right to request, proof of relationship.

Section 9. Union Leave. As operational needs allow, an employee who is a Union delegate may be granted a leave of absence without pay not to exceed sixteen (16) working days during any calendar year, provided that no more than one (1) employee from the same department is on a leave of absence under this Section during the same period of time, to attend Union training, seminars, or conventions at the request of the Union.

ARTICLE 32: SICK TIME

WRCS-BASIC & TECHNICAL UNITS

Section 1. Sick Pay - All employees who have completed six (6) months' continuous service with the Employer from their last date of hire shall be eligible for sick pay for personal illness or injury or pregnancy not to exceed the accumulated amount as follows:

Section 2. Sick pay will be earned and accumulated in accordance with (a) below for every month the employee is continuously employed until a total of eighty (80) hours of sick pay has been earned and accumulated. So long as an employee has eighty (80) hours of accumulated and unused sick pay, he will earn and accumulate no further sick pay. If and when any of the accumulated sick pay is used, then the employee will accumulate sick pay at the rate herein specified until he has again reached an accumulated credit of eighty (80) hours of unused sick pay.

(a) Sick pay shall be accrued on the basis of four (4) hours per month. Sick pay for part time employees shall be prorated using hours worked per pay but no more than four (4) hours for each month. Pay for sick pay shall be at the employee's straight-time rate of pay times eight (8) hours, excluding differential, or a portion of eight (8) hours if the employee is absent for less than a full day. Part-time employees will be paid for the number of hours for which they are normally scheduled not to exceed eight (8). Unused sick pay will not be paid or taken as vacation.

(b) Sick pay may be used commencing with the first day of absence. Sick pay may be used for any working day not covered by payments under Article 33 provided the employee has reported the illness or injury or pregnancy to his immediate supervisor prior to his reporting time on his first day of absence and has presented medical certification acceptable to the Employer upon request. The request shall not be arbitrary or discriminatory. An employee receiving sick pay will be required to keep the Employer as up to date on the progress of his illness or injury or pregnancy as circumstances allow.

(c) An absence due to illness or injury or pregnancy for a period of time in excess of five (5) working days will require the employee to present a medical certificate indicating fitness to return to duty satisfactory to the Employer.

(d) Except where an employee has been offered restricted duty work, if an employee who is receiving benefits pursuant to the Sickness and Accident Benefit Program described above in Article 33, may upon completion and submission to the Employer of the appropriate notice, use whatever sick pay the employee has accumulated under this Section, if any, to supplement his Sickness and Accident benefits to the extent of eight (8) hours in any one week.

WRCS-PROFESSIONAL

Section 1. Sick Pay - Employees who have completed six (6) months' continuous service with the Employer from their last date of hire shall be eligible for sick pay for personal illness or injury not to exceed the accumulated amount as follows:

Section 2. Sick pay for full time employees will be earned and accumulated at the rate of 3.08 hrs per pay period (10 days per year) and part-time employees shall accrue .0385 hours for each hour worked up to 3.08 hours maximum per pay period (10 days per year) until a total of one hundred thirty (130) days of sick pay have been earned and accumulated. So long as the

employee has one hundred thirty (130) days of accumulated and unused sick pay, he will earn and accumulate no further sick pay. If and when any of the accumulated sick pay is used, then the employee will accumulate sick pay at the rate herein specified until he has again reached an accumulated credit of one hundred (130) days of unused sick pay.

(a) To be eligible for sick pay, a full-time employee must have worked at least eighty percent (80%) of his scheduled time for every month claimed.

(b) Pay for sick pay shall be at the employee's regular straight-time rate of pay, and will be paid according to the employee's scheduled time for the day he is requesting the sick pay, excluding differentials and minus any time paid for hours actually worked that day. Unused sick pay will not be paid or taken as vacation. Employees may not receive sick pay for a call off on posted or called out overtime.

(c) Sick leave with or without pay will be granted, provided the employee has reported the illness or injury to his immediate supervisor prior to his reporting time on his first day or absence. Sick pay will not be granted unless satisfactory evidence of an illness or injury is presented to the Employer upon request. An employee receiving sick pay will be required to keep the Employer as up to date on the progress of his illness or injury as circumstances allow. An absence due to illness or injury for a period of time in excess of three (3) working days will require the employee to present a medical certification indicating fitness to return to duty satisfactory to the Employer.

Section 3. Employees who are covered under the "memorandum of Understanding: Sick Time for Dieticians and Social Workers" shall transition their extended illness bank in the following fashion:

Employees with 4 weeks "disability protection" as of 9/30/2008:

10/1/2008	3 weeks "disability protection"	880 EIB max
10/1/2009	2 weeks "disability protection"	960 EIB max
10/1/2010	1 week "disability protection"	1040 EIB max
	0 weeks "disability protection"	1040 EIB max

Employees with 8 weeks "disability protection" as of 9/30/2008:

10/1/2008	6 weeks "disability protection"	880 EIB max
10/1/2009	4 weeks "disability protection"	960 EIB max
10/1/2010	2 weeks "disability protection"	1040 EIB max
	0 weeks "disability protection"	1040 EIB max

On the day prior to the expiration of this agreement the parties agree that the "Memorandum of Understanding: Sick Time for Dieticians and Social Workers" shall be considered null and void.

TMH-TECHNICAL

Section 1. Full-time employees who have completed their probationary period shall accrue 3.08 hours of paid sick leave per pay period (10 days per year), and part-time employees shall accrue .0385 hours for each hour worked up to 3.08 hours maximum per pay period (10 days per year). The maximum accrual in year one of the current Agreement is five hundred seventy-six (576) hours. On October 1, 2009 the maximum accrual will become six hundred and twenty (620) hours. On October 1, 2010 the maximum accrual will become seven hundred and twenty (720) hours.

Section 2. Employees will be entitled to use sick pay on the first day of absence. Employees may use partial days if admitted to a hospital.

Section 3. All claims for sick leave pay or time off beyond five (5) working days must be accompanied by a certificate of care from the employee's physician. The Employer reserves the right to have any such employee examined by the Employer's physician. If there is a difference in medical opinion as to an employee's condition, the Employer and the employee will select a third doctor whose opinion shall be binding on all parties.

Section 4. If an employee has exhausted his accrued sick leave benefit and is still unable to return to work, the employee must notify his supervisor and apply for unpaid leave of absence. Prior to requesting the unpaid leave of absence, employees must use other accrued benefits, except can save one (1) week of vacation.

TMH-PROFESSIONAL

Section 1. Full-time employees who have completed their probationary period shall accrue 3.08 hours of paid sick leave per pay period (10 days per year), and part-time employees shall accrue .0385 hours for each hour worked up to 3.08 hours maximum per pay period (10 days per year). The maximum accrual in year one of the current Agreement is five hundred seventy-six (576) hours. On October 1, 2009 the maximum accrual will become six hundred and twenty (620) hours. On October 1, 2010 the maximum accrual will become seven hundred and twenty (720) hours.

Section 2. Sick leave with pay will be granted on the first (1st) day of absence. Employees may use partial days if admitted to a hospital.

Section 3. If an employee has exhausted his accrued sick leave benefit and is still unable to return to work, the employee must notify his supervisor and apply for unpaid leave of absence. Prior to requesting the unpaid leave of absence, employees must use other accrued benefits, except can save one (1) week of vacation.

Section 4. All claims for sick leave pay or time off beyond five (5) working days must be accompanied by a certificate of care from the employee's physician. The Employer reserves the right to have any such employee examined by the Employer's physician. If there is a difference in medical opinion as to an employee's condition, the Employer and the employee will select a third doctor whose opinion shall be binding on all parties.

TMH-BUSINESS OFFICE

Section 1. Full-time employees who have completed their probationary period shall accrue 3.08 hours of paid sick leave per pay period (10 days per year), and part-time employees shall accrue .0385 hours for each hour worked up to 3.08 hours maximum per pay (10 days per year). The maximum accrual in year one of the current Agreement is five hundred seventy-six (576) hours. On October 1, 2009 the maximum accrual will become six hundred and twenty (620) hours. On October 1, 2010 the maximum accrual will become seven hundred and twenty (720) hours.

Section 2. Sick leave with pay will be granted on the first day of absence due to bona fide personal illness or injury provided the employee has notified the Employer. Employees may use partial days if admitted to a hospital.

Section 3. All claims for sick leave or time off beyond five (5) working days must be accompanied by a certificate of care from the employee's physician. If there is a difference in

medical opinion as to an employee's condition, the Employer and the employee will select a third doctor whose opinion shall be binding on all parties.

Section 4. If an employee has exhausted his accrued sick leave benefits and is still unable to return to work, the employee must notify his supervisor and apply for unpaid leave of absence.

Prior to requesting the unpaid leave of absence, employees must use other accrued benefits, except can save one (1) week of vacation.

TMH-PATIENT FINANCIAL SERVICES

Section 1. Full-time employees who have completed their probationary period shall be eligible to earn paid sick leave at the rate of 3.08 hrs per pay period (10 days per year), to a maximum accrual of one hundred ten (110) days. Part-time employees shall accrue .0385 hours for each hour worked up to 3.08 hours maximum per pay (10 days per year). The maximum accrual is five hundred seventy-six (576) hours.

Section 2. Sick leave with pay will be granted on the first (1st) working day of absence due to a bonafide personal illness or injury provided the employee has notified the Employer.

Section 3. All claims for sick leave pay or time off beyond five (5) working days must be accompanied by a certificate of care from the employee's physician. The Employer reserves the right to have any such employee examined by the Employer's physician. If there is a difference in medical opinion as to an employee's condition, the Employer and the employee will select a third doctor whose opinion shall be binding on all parties.

Section 4. If an employee has exhausted his accrued sick leave benefit and is still unable to return to work, the employee must notify his supervisor and apply for unpaid leave of absence. Prior to requesting the unpaid leave of absence, employees may use other accrued benefits.

Section 5. The Employer will provide employees with a long-term disability plan, under the terms described in Schedule 2, whereby employees may pay for the plan, at the amount of the Employer's cost, by payroll deduction.

ARTICLE 33: SICKNESS AND ACCIDENT BENEFIT

WRCS BASIC & TECHNICAL UNITS:

Section 1. Except for those employees offered restricted duty work, all employees covered by this Agreement are eligible for the Accident Benefit Program on the first day of a non-work related absence due to an accident causing an employee to be disabled from performing regular duties. All employees covered by this Agreement are eligible for the Sickness Benefit Program commencing on the eighth consecutive calendar day following the date of the non-work related illness causing an employee to be disabled from performing regular duties. Workers' Compensation accidents or illnesses are not covered by this Program.

The weekly benefits to be paid pursuant to the Sickness and Accident Benefit Program will not exceed twenty-six (26) weeks in any rolling 12 month period nor fifty-six (56) weeks over the life of this Agreement as defined by the Program and will be limited to 66-2/3% of the employee's scheduled straight time weekly hours at the employee's regular rate of pay, exclusive of any additions. Weekly benefits will not exceed a cumulative total of twenty-six (26) weeks in any rolling fifty-two (52) week period, and the employee must be back to work 21 days to re-qualify for benefits unless the disability is for the same diagnosis.

Part-time employees will receive pro-rata weekly benefits based on their work schedule immediately prior to the accident or sickness.

To be eligible to receive benefits under the Program herein, employees shall provide all appropriate medical certification and related information required by the Program. The benefits described herein shall be administered in accordance with the Program. Copies of the Program will be distributed to all employees immediately upon their availability.

Any time that an employee's absence under the Sickness and Accident Benefit Program falls outside of the normal absence for the illness or injury involved, the Employer shall have the right to require the employee to submit to an examination by a Medical Director employed by the Employer. If the opinion of the Employer's Medical Director is that the employee is able to return to normal duties, the employee shall return to normal duties unless the employee's physician's opinion conflicts with that of the Medical Director in which event the Employer shall have the employee examined by a third physician chosen by the employee's treating physician and the Employer's Medical Director. If they do not choose a third physician, then the third physician shall be chosen from a panel of six (6) physicians (three (3) designated by each party) by alternating strikes on a rotating basis. The third physician's opinion will be binding on all parties as far as the benefit payment under this program is concerned. Benefits will be continued until the opinion of the third physician is rendered. The third physician will be a physician qualified to render an opinion within the field of practice involving the employee's claim. The cost of the third physician will be paid for by the Employer.

The Union and the Hospital agree to explore the option of a short-term disability plan as a substitute for this benefit.

For those employees who qualify for benefits under this Article and for Intermittent FMLA for their own illness, such employees shall be paid their sick leave benefit on a corresponding intermittent basis, and shall not be required to serve an additional eight (8) calendar day qualification period.

ARTICLE 34: HOLIDAYS

WRCS-BASIC

An employee who has completed his probationary period shall be entitled to six (6) paid holidays as follows:

- New Year's Day (from 3:00 PM December 31 to 11:00 PM Jan. 1)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day (from 3:00 PM December 24 to 11:00 PM Dec. 25)

An employee who has completed his probationary period will be entitled to three (3) personal holidays. A new employee after first completing the probationary period shall have the number of personal holidays prorated based upon the employee's date of hire:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 - March 31	3
April 1 - June 30	2
July 1 - September 30	1
October 1 - December 31	0

Effective 4/1/07, a part-time employee who has completed his probationary period will be entitled to three (3) personal holidays per calendar year to be used by December 31st of the year.

<u>Hours Worked in Prior Year</u>	<u>Number of 8 Hour Personal Holidays</u>
1561 hours or more	3
1041 hours to 1560 hours	2
521 to 1040 hours	1
520 hours or less	0

A part-time new hire employee after first completing the probationary period shall have the number of personal holidays prorated based upon the hours the employee works in the initial year as reflected above for part-timers.

Employees shall apply for personal holidays fifteen (15) calendar days prior to the day and such request shall be approved by the employee's supervisor. When less than fifteen (15) days notice is given, the request may be granted where such would not interfere with the efficient operation of the Employer. If more than one employee in the same area and occupation and department requests the same day for a personal holiday and in the interest of efficient operations each individual employee's request cannot be approved, the request of the employee or employees with the greater Bargaining Unit Seniority shall be granted. All personal holidays are subject to all the conditions in this Agreement applicable to the holidays listed above.

If an employee has at least one year of bargaining unit seniority they will receive compensation for up to one (1) personal holiday that would otherwise be forfeited.

Section 1. To be entitled to holiday pay, an employee must be actively working, namely, not on leave of absence or layoff, during the week in which the holiday falls and have worked his last complete scheduled shift prior to and his next complete scheduled shift following the holiday unless his absence is authorized or excused by his immediate supervisor. Holiday pay shall include shift differential if the employee is permanently assigned to the afternoon or night shift. In case of shift varies employees, shift differential will be paid where the employee's primary shift is the afternoon or night shift or where the employee has worked the afternoon and/or night shift a majority of his shifts during the preceding payroll year.

Section 2. The Employer shall have the right, to require any employee to work on any said holiday. A holiday is defined as the period of time between 11:00 PM on the eve of the holiday to 11:00 PM on the day of the holiday, except as otherwise provided for in Section 1 of this Article. A full-time employee working on any said holiday will be paid time and one half (1 1/2) their regular rate of pay for the hours worked, plus eight (8) hours of straight-time pay at his regular rate for the holiday. An employee who works the holiday may, at his option, elect to take the eight (8) hours of straight-time holiday pay as compensatory time off from work so long as this compensatory time is scheduled within sixty (60) days following the said holiday. Holiday scheduling shall be based upon workload and not to avoid payment of the holiday premium pay. If any employee who has been scheduled to work on a said holiday fails to report to work, he shall be ineligible for holiday pay unless his absence is excused or authorized by his immediate supervisor. An employee, full-time or part-time, shall not be scheduled to work on a personal holiday nor shall a personal holiday be scheduled for a day when the employee is paid vacation or sick pay. Employees shall notify their supervisor in writing before the holiday if they prefer a comp day, otherwise they will not receive a comp day. Further, if the comp day is during a later scheduling period, the employee must request the comp day before the applicable schedule is posted.

Section 3. New Year's Day, Christmas Day, and Thanksgiving Day shall be observed on the actual date on which they occur, regardless of the day of the week on which they fall. Should any of the remaining holidays fall on a Sunday, the following Monday or the day so proclaimed by the President of the United States or the Governor of the State of Ohio, shall be considered as the day observed for the holiday for all purposes of this Article.

Section 4. Part-time employees working a said holiday will receive pay at time and one-half (1 1/2) their regular rate for hours worked, plus a pro-rata payment for the holiday. Part-time employees not working a said holiday will receive pay on a pro-rata basis for the holiday. The pro-rata formula described in Section 3, Article 30, Vacations (WRCS Basic Unit) of this Agreement will be used in calculating the pro-rata payment for the holiday.

Section 5. If an employee's scheduled day off coincides with a paid holiday listed in Section 1 of this Article, and he does not work the said holiday, he shall not be required to take off an additional day within his scheduled work week unless his department or work area is closed in celebration of the holiday on a day other than the day recognized as a holiday in this bargaining unit, in which case the employee may be required to take off the day his department or work area is closed.

Section 6. Employees must work a minimum of 808 hours in his or her first anniversary year before being entitled to a holiday benefit in that year. In order to be entitled to holiday benefits in

subsequent years, he or she must have worked at least 808 hours in the previous year, or if not, must have worked at least 808 hours in the current year.

Section 7. For the purpose of holiday scheduling for the afternoon shift, Christmas Eve and New Year's Eve will be counted in the Holiday rotation schedule.

WRCS TECHNICAL

An employee who has completed his probationary period shall be entitled to six (6) paid holidays as follows:

- New Year's Day (from 3:00 PM December 31 to 11:00 PM Jan. 1)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day (from 3:00 PM December 24 to 11:00 PM Dec. 25)

An employee who has completed his probationary period will be entitled to three (3) personal holidays. A new employee after first completing the probationary period shall have the number of personal holidays prorated based upon the employee's date of hire:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 - March 31	3
April 1 - June 30	2
July 1 - September 30	1
October 1 - December 31	0

Effective 4/1/07, a part-time employee who has completed his probationary period will be entitled to three (3) personal holidays per calendar year to be used by December 31st of the year.

<u>Hours Worked in Prior Year</u>	<u>Number of 8 Hour Personal Holidays</u>
1561 hours or more	3
1041 hours to 1560 hours	2
521 to 1040 hours	1
520 hours or less	0

A part-time new hire employee after first completing the probationary period shall have the number of personal holidays prorated based upon the hours the employee works in the initial year as reflected above for part-timers.

Employees shall apply for personal holidays fifteen (15) calendar days prior to the day and such request shall be approved by the employee's supervisor. When less than fifteen (15) days notice is given, the request may be granted where such would not interfere with the efficient operation of the Employer. If more than one employee in the same area and occupation and department requests the same day for a personal holiday and in the interest of efficient operations each individual employee's request cannot be approved, the request of the employee or

employees with the greater Bargaining Unit Seniority shall be granted. All personal holidays are subject to all the conditions in this Agreement applicable to the holidays listed above.

If an employee has at least one year of bargaining unit seniority they will receive compensation for up to one (1) personal holiday that would otherwise be forfeited.

Section 1. To be entitled to holiday pay, an employee must be actively working, namely, not on leave of absence or layoff, during the week in which the holiday falls and have worked his last complete scheduled shift prior to and his next complete scheduled shift following the holiday unless his absence is authorized or excused by his immediate supervisor. Holiday pay shall include shift differential if the employee is permanently assigned to the afternoon or night shift. In case of shift varies employees, shift differential will be paid where the employee's primary shift is the afternoon or night shift or where the employee has worked the afternoon and/or night shift a majority of his shifts during the preceding payroll year.

Section 2. The Employer shall have the right, to require any employee to work on any said holiday. A holiday is defined as the period of time between 11:00 PM on the eve of the holiday to 11:00 PM on the day of the holiday, except as otherwise provided for in Section 1 of this Article. A full-time employee working on any said holiday will be paid time and one half (1 1/2) their regular rate of pay for the hours worked, plus eight (8) hours of straight-time pay at his regular rate for the holiday. An employee who works the holiday may, at his option, elect to take the eight (8) hours of straight-time holiday pay as compensatory time off from work so long as this compensatory time is scheduled within sixty (60) days following the said holiday. Holiday scheduling shall be based upon workload and not to avoid payment of the holiday premium pay. If any employee who has been scheduled to work on a said holiday fails to report to work, he shall be ineligible for holiday pay unless his absence is excused or authorized by his immediate supervisor. An employee, full-time or part-time, shall not be scheduled to work on a personal holiday nor shall a personal holiday be scheduled for a day when the employee is paid vacation or sick pay. Employees shall notify their supervisor in writing before the holiday if they prefer a comp day, otherwise they will not receive a comp day. Further, if the comp day is during a later scheduling period, the employee must request the comp day before the applicable schedule is posted.

Section 3. New Year's Day, Christmas Day, and Thanksgiving Day shall be observed on the actual date on which they occur, regardless of the day of the week on which they fall. Should any of the remaining holidays fall on a Sunday, the following Monday or the day so proclaimed by the President of the United States or the Governor of the State of Ohio, shall be considered as the day observed for the holiday for all purposes of this Article.

Section 4. Part-time employees working a said holiday will receive pay at time and one-half (1 1/2) their regular rate for hours worked, plus a pro-rata payment for the holiday. Part-time employees not working a said holiday will receive pay on a pro-rata basis for the holiday. The pro-rata formula described in Section 3, Article 6, Vacations (WRCS Basic Unit) of this Agreement will be used in calculating the pro-rata payment for the holiday.

Section 5. If an employee's scheduled day off coincides with a paid holiday listed in Section 1 of this Article, and he does not work the said holiday, he shall not be required to take off an additional day within his scheduled work week unless his department or work area is closed in celebration of the holiday on a day other than the day recognized as a holiday in this bargaining unit, in which case the employee may be required to take off the day his department or work area is closed.

Section 6. Employees must work a minimum of 808 hours in his or her first anniversary year before being entitled to a holiday benefit in that year. In order to be entitled to holiday benefits in subsequent years, he or she must have worked at least 808 hours in the previous year, or if not, must have worked at least 808 hours in the current year.

Section 7. For the purpose of holiday scheduling for the afternoon shift, Christmas Eve and New Year's Eve will be counted in the Holiday rotation schedule.

Section 8. At the request of the Union or the Employer, a Labor Management Committee shall be formed to consider alternative holiday scheduling. Any recommendation by the committee shall require ratification by the Unit prior to implementation of any recommended pilot program or change.

WRCS-PROFESSIONAL

Section 1. An employee who has completed his probationary period shall be entitled to paid holidays as follows:

- New Year's Day (from 3:00 p.m. December 31 to 11:00 p.m. January 1)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day (from 3:00 p.m. December 24 to 11: 00 p.m. December 25)

Employees in the Bargaining Unit as of the effective date of this Agreement will be granted three (3) personal holidays each year of the Agreement subject to scheduling approval by their Supervisor. Part-time employees will be eligible for personal holidays based upon the number of hours worked in the 26 pay periods prior to August 15th:

<u>Hours Worked in Prior Year</u>	<u>Number of 8 Hour Personal Holidays</u>
1561 hours or more	3
1041 hours to 1560 hours	2
521 to 1040 hours	1
520 hours or less	0

A full-time new hire employee after first completing the probationary period shall have the number of personal holidays prorated based upon the employee's date of hire:

<u>Date of Hire</u>	<u>Number of Personal Days</u>
January 1 - March 31	3
April 1 - June 30	2
July 1 - September 30	1
October 1 - December 31	0

A part-time new hire employee after first completing the probationary period shall have the number of personal holidays prorated based upon the hours the employee works in the initial year as reflected above for part-timers.

Employees in the Bargaining Unit will be granted three (3) personal holidays. Personal holidays are subject to scheduling approval by their Supervisor. Effective September 1st of each year employees may submit for personal holidays for the following calendar year and employees shall be eligible for three (3) personal holidays. In Pharmacy Department employees shall have their three (3) personal days per year converted to vacation days. In Pharmacy the converted personal days will be added to employee's vacation balance upon their anniversary date. There shall be no increase in the number of personal days as a result of this conversion.

Notwithstanding the above, personal holiday selection for Social Workers/Dietitians will continue on a calendar year basis.

Whenever more employees apply for a particular day than staffing needs allow, the employee(s) who requested the personal holiday(s) first will be awarded the personal holiday(s), with seniority being a tie breaker on requests received the same day. For the Laboratory, the Employer will schedule on a weekly basis the number of total personal holidays available annually to all employees within a department divided by fifty-two (52) and rounded up to the next whole day, plus one additional holiday during the sixteen (16) workweek period in April/May and September/October (Exclusive of the self-contained divisions of Cytology and Pathology Assistant, where there will be at least one personal holiday scheduled, if requested, per week in each subdivision). In the Pharmacy Department, the Employer will convert the three (3) personal days to vacation days and will add them to the hours of vacation calculated in Section 8 of Article 30, Vacations (WRCS Professional). The combined vacation and converted personal holidays will be the figure rounded up to the next full eight (8) hours for Pharmacy under Section 8, Article 30, Vacations (WRCS Professional). The Employer may grant additional days depending on operational needs.

If a personal holiday previously approved is canceled by the Employer other than at the employee's request, the employee will be paid overtime at the rate of time and one-half (1-1/2) times the employee's regular rate of pay (including shift differential in accordance with the Employer's policy). The cancellation of the personal holiday shall not affect the employee's entitlement to reschedule the personal holiday. If the employee chooses not to reschedule or if it cannot be rescheduled due to the operational needs of the Employer, the employee will be paid at the straight time rate for the appropriate number of hours (including shift differential in accordance with the Employer's policy). An employee not scheduling his personal holidays or who elects to void a previously approved personal holiday may subsequently request his personal holiday four (4) days' prior to the posting of the applicable schedule, but such request shall be subject to staffing needs and if it cannot be granted it will be forfeited. If an employee has at least one year of bargaining unit seniority they will receive compensation for up to one (1) personal day that would otherwise be forfeited.

When personal holiday time is voided or canceled by the employee, such will be voided on the posted Approved Personal Holiday List within a reasonable time after the personal holiday is voided or canceled. Voided personal holiday(s) will not be granted to other employees until the voided personal holiday(s) have been posted for five (5) calendar days and provided employees apply four (4) days prior to the posting of the applicable schedule. If a personal holiday is voided while the schedule is being completed, the schedule posting may be delayed

until proper posting (for three (3) days) and the award of voided time is completed. Such personal holiday time may be scheduled based upon staffing needs and on the basis of seniority.

Section 2. To be entitled to holiday pay, an employee must be actively working, namely, not on leave of absence or layoff, during the week in which the holiday falls and have worked his last complete scheduled shift prior to and his next complete scheduled shift following the holiday unless his absence is authorized or excused by his immediate supervisor.

Section 3. The Employer shall have the right to require any employee to work on any holiday set forth above. Any employee who works on a holiday will be paid at time and one-half (1-1/2) his straight-time hourly rate for the hours worked on such holiday (including shift differential in accordance with the Employer's policy), plus eight (8) hours of straight-time pay at his regular rate for the holiday or he may elect to take the eight (8) hours of straight-time holiday pay as compensatory time off from work, so long as his compensatory time is scheduled within sixty (60) days after the said holiday. A compensatory day is a day when the employee would otherwise have been scheduled for work and the date chosen is agreed to by the employee's supervisor.

Section 4. Any employee who has been scheduled to work on a holiday and fails to report to work shall be ineligible for holiday pay unless the absence is excused or authorized by his immediate supervisor. If the supervisor authorizes sick leave, the employee may elect either holiday pay or sick pay (if available) for the holiday not worked.

Section 5. With the exception of New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day and Independence Day, should any of the other holidays set forth in Section 1 fall on a Saturday or Sunday, the preceding Friday or following Monday, at the Employer's discretion shall be considered as the day observed for the holiday for all purposes of this Article. The Employer will continue to provide one (1) year advance notice of the date of observance.

Section 6. Salaried employees who do not work the holiday shall get paid for that holiday, but in the event the holiday occurs on their day off, they shall get another day off.

Section 7. If an employee's scheduled day off coincides with Memorial Day, Independence Day or Labor Day, and he does not work the said holiday, he shall not be required to take off an additional day within his scheduled workweek.

Section 8. Time off on the major holidays shall be rotated among the employees. For the purpose of this Section the major holidays are: New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, Memorial Day.

Section 9. A holiday is defined as the period of time between 11:00 p.m. on the eve of the holiday to 11:00 p.m. on the day of the holiday, except as otherwise provided in Section 1 of this Article.

TMH-TECHNICAL

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Year's Day (3:00 P.M. on 12/31 to 3:30 P.M. on 1/1)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Section 2. To be entitled to holiday pay, an employee must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have worked his last complete scheduled shift prior to the holiday; the holiday if scheduled; and his next complete scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the employee's immediate supervisor or personal physician.

Section 3. Employees not scheduled to work on the before mentioned holidays will receive eight (8) hours pay for that day and will be scheduled for thirty-two (32) hours during that week unless operational needs dictate otherwise. Employees working on the before mentioned holidays will receive eight (8) hours holiday compensation plus one and one-half (1 1/2) times his regular rate of pay for hours worked on the holiday. Employees working more than eight (8) hours will receive eight (8) hours of holiday compensation.

Section 4. If any of the before mentioned holidays occur while an employee is on vacation, the employee will be paid for the holiday and will receive an additional vacation day either at the beginning or the end of his vacation or on a date mutually agreed upon by the employee and his supervisor.

Section 5. If Christmas, New Year's Day, or July 4th should occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday for those employees scheduled to work the holiday, as operational needs dictate.

Section 6. Full-time employees shall be entitled to three (3) paid personal holidays per year. The personal holidays shall be scheduled with the employee's immediate supervisor as operational needs dictate. Current practice of granting of personal holidays in each department will be continued. No reasonable requests for personal holidays will be denied and employees may be paid for up to one (1) personal holiday per year if the holiday was denied. Personal Holidays may be taken during the week of a holiday as operational needs allow. Employees shall not be eligible for personal holidays during the probationary period. In lieu of the personal holidays, part-time employees shall receive double pay for hours worked if scheduled on the first turn (7:00 a.m. to 3:30 p.m.) or second turn (3:00 p.m. to 11:30 p.m.) on Christmas Eve Day; or the third turn (11:00 p.m. to 7:30 a.m.) Christmas Night.

A new employee, after first completing the probationary period, and those employees elevated from regular part-time to regular full-time, shall have the number of personal holidays prorated based upon the employee's date of hire or elevation:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 to March 31	3
April 1 to June 30	2
July 1 – September 30	1
October 1 – December 31	0

Section 7. Part-time employees will have one paid personal holiday.

Section 8. Part-time employees shall receive double their hourly wage rate (shift differential excluded) for all hours worked on the before-mentioned holidays, not in excess of eight (8) hours.

Section 9. To the extent possible, holidays will be distributed equally among employees capable of performing the work, on a rotating basis. For purposes of scheduling only, in Radiology, the afternoon shifts for Christmas Eve and New Years Day will be counted in the holiday scheduling rotation. Employees may trade scheduled holidays as long as the working employees are capable of performing the work, provided that if such a trade would result in the payment of holiday pay to a part-time employee, the full-time employee trading the holiday will waive his right to holiday pay.

Section 10. For the purpose of holiday scheduling for the afternoon shift, Christmas Eve and New Year's Eve will be counted in the Holiday rotation schedule.

TMH-PROFESSIONAL

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Year's Day (3:00 P.M. on 12/31 to 3:30 P.M. on 1/1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. To be entitled to holiday pay, an employee must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have worked his last complete scheduled shift prior to the holiday; the holiday if scheduled; and his next complete scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the employee's immediate supervisor or personal physician.

Section 3. Employees not scheduled to work on the before mentioned holidays will receive eight (8) hours pay for that day and will be scheduled for thirty-two (32) hours during that week unless operational needs dictate otherwise. Employees scheduled to work on the before mentioned holidays will receive eight (8) hours holiday compensation plus one and one-half (1 1/2) times his regular rate of pay for hours worked on the holiday. Employees working more than eight (8) hours will receive eight (8) hours of holiday compensation.

Section 4. If any of the before mentioned holidays occur while an employee is on vacation, the employee will be paid for the holiday and will receive an additional vacation day either at the beginning or the end of his vacation or on a date mutually agreed upon by the employee and his supervisor.

Section 5. If Christmas, New Year's Day, or July 4th should occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday for those employees scheduled to work the holiday, as operational needs dictate.

Section 6. Full-time employees shall be entitled to three (3) paid personal holidays per year. The personal holidays shall be scheduled with the employee's immediate supervisor as operational needs dictate. Current practice of granting of personal holidays in each department will be continued. No reasonable requests for personal holidays will be denied and employees may be paid for up to one (1) personal holiday per year if the holiday was denied. Personal Holidays may be taken during the week of a holiday as operational needs allow. Employees shall not be eligible for personal holidays during the probationary period. In lieu of the personal holidays, part-time employees shall receive double pay for hours worked if scheduled on the first

turn (7:00 a.m. to 3:30 p.m.) or second turn (3:00 p.m. to 11:30 p.m.) on Christmas Eve Day; or the third turn (11:00 p.m. to 7:30 a.m.) Christmas Night.

A new employee, after first completing the probationary period, and those employees elevated from regular part-time to regular full-time, shall have the number of personal holidays prorated based upon the employee's date of hire or elevation:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 to March 31	3
April 1 to June 30	2
July 1 to September 30	1
October 1 – December 31	0

Section 7. Part-time employees will have one paid personal holiday.

Section 8. Part-time employees shall receive double their hourly wage rate (shift differential excluded) for all hours worked on the before-mentioned holidays, not in excess of eight (8) hours.

Section 9. To the extent possible, holidays off work will be distributed equally among employees on the same shift capable of performing the necessary work, on a rotating basis. The Employees may trade holidays off as long as the working employees are capable of performing necessary work so long as such trading does not result in premium payments. For purposes of scheduling only, in Pharmacy, the afternoon shifts for Christmas Eve and New Years Day will be counted in the holiday scheduling rotation.

TMH-BUSINESS OFFICE

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Year's Day (3:00 p.m. on 12/31 to 3:30 p.m. on 1/1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. To be entitled to holiday pay, an employee must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have worked his last complete scheduled shift prior to the holiday, the holiday if scheduled, and his next complete scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the employee's immediate supervisor or personal physician.

Section 3. Employees not scheduled to work on the before-mentioned holidays will receive eight (8) hours pay for that day and will be scheduled for thirty-two (32) hours during that week unless operational needs dictate otherwise. Employees scheduled to work on the before-mentioned holidays will receive eight (8) hours holiday compensation plus one and one-half (1 1/2) times his regular rate of pay for hours worked on that holiday. Employees working more than eight (8) hours will receive eight (8) hours of holiday compensation.

Section 4. If any of the before-mentioned holidays occur while an employee is on vacation, the employee will be paid for the holiday and will receive an additional vacation day either at the beginning or the end of his vacation or on a date mutually agreed upon by the employee and his supervisor.

Section 5. If Christmas, New Year's Day, or July 4th should occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday for those employees scheduled to work the holiday, as operational need dictate.

Section 6. In addition to the before-mentioned holidays, full-time employees will receive three (3) paid Personal Holidays each year, to be scheduled with the employee's immediate supervisor as operational needs dictate. Current practice of granting of personal holidays in each department will be continued. No reasonable requests for personal holidays will be denied and employees may be paid for up to one (1) personal holiday per year if the holiday was denied. Personal Holidays may be taken during the week of a holiday as operational needs allow. Employees shall not be eligible for Personal Holidays during the probationary period. In lieu of Personal Holidays, part-time employees shall receive double pay for hours worked if scheduled on the first turn (7:00 a.m. to 3:30 p.m.); second turn (3:00 p.m. to 11:30 p.m.) Christmas Eve Day; or the third turn (11:00 p.m. to 7:30 a.m.) Christmas Night. A new employee, after first completing the probationary period, and those employees elevated from regular part-time to regular full-time, shall have the number of personal holidays prorated based upon the employee's date of hire or elevation:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 to March 31	3
April 1 to June 30	2
July 1 to September 30	1
October 1 – December 31	0

Section 7. Part-time employees have one (1) paid personal holiday.

Section 8. Part-time employees shall receive double their hourly wage rate (shift differential excluded) for all hours worked on the before-mentioned holidays, not in excess of eight (8) hours.

TMH-PATIENT FINANCIAL SERVICES

Section 1. Full-time employees shall be entitled to the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

Thanksgiving Day
Christmas Day

Section 2. To be entitled to holiday pay, an employee must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have worked his last complete scheduled shift prior to the holiday; the holiday if scheduled; and his next complete scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the employee's immediate supervisor or personal physician.

Section 3. Employees not scheduled to work on the before mentioned holidays will receive eight (8) hours pay for that day and will be scheduled for thirty-two (32) hours during that week unless operational needs dictate otherwise. Employees scheduled to work on the before-mentioned holidays will receive eight (8) hours holiday compensation plus compensation at one and one-half (1 1/2) times the number of hours worked on the holiday.

Section 4. If any of the before-mentioned holidays occur while an employee is on vacation, the employee will be paid for the holiday and will receive an additional vacation day either at the beginning or the end of his vacation or on a date mutually agreed upon by the employee and his supervisor.

Section 5. If Christmas, New Year's Day, or Independence Day should occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday for those employees scheduled to work the holiday, as operational needs dictate.

Section 6. In addition to the before-mentioned holidays, full-time employees will receive three (3) paid Personal Holidays each year, to be scheduled with the employee's immediate supervisor as operational needs dictate. Part-time employees will receive two (2) paid Personal Holidays each year, to be scheduled with the employee's immediate supervisor as operational needs dictate. The current practice of granting personal holidays in each department will be continued. No reasonable request will be denied and employees may be paid for up to one (1) personal holiday per year if the holiday was denied. Personal holidays may be taken during the week of a holiday as operational needs allow.

A new employee, after first completing the probationary period, and those employees elevated from regular part-time to regular full-time shall have the number of personal holidays pro-rated based upon the employee's date of hire or elevation:

<u>Date of Hire</u>	<u>Number of Personal Holidays</u>
January 1 to March 31	3
April 1 to June 30	2
July 1 – September 30	1
October 1 – December 31	0

ARTICLE 35: CONTINUING EDUCATION

Section 1. When the Employer requires or approves a bargaining unit member to attend a professional seminar or training program in his specialty field, the Employer shall reimburse said employee for registration, transportation, and food and lodging costs consistent with the Employer's reimbursement policy. The employee shall provide proof of attendance and expenses incurred. In such situations the Employer will also pay the employee his regular straight-time rate of pay for scheduled hours lost from work. The employee may be required to report on the subject matter covered at such meetings,

Section 2. If employees are required to earn Continuing Education Units (CEUs) to maintain current occupational licenses, certifications, or to maintain registration on recognized registries, and the Employer does not offer the necessary course work, upon proof of expense, they will be reimbursed by the Employer for earning these units or for course work necessary to maintain registration, or will be reimbursed for the required registry or licensure fees, up to \$125 per year for the term of the Agreement, provided that department heads may pre-approve larger reimbursements under appropriate circumstances. An employee required by the Employer to obtain additional registration on a recognized registry, after the effective date of this Agreement, will be reimbursed the cost of obtaining and maintaining the registration.

In lieu of attending such seminar or training programs, with pre approval of the head of the department, the Employer will reimburse an employee up to \$125 per calendar year for the cost of books and/or periodicals related to the employee's current occupational licenses, certifications, or registrations.

Section 3. The Employer agrees to offer the minimum number of CEU's required, however, not to exceed 16 hours of required CEU's per year. If the Employer cannot provide the minimum number of CEU's referenced above the employee will be paid up to eight (8) hours per year at the straight time rate to obtain their CEU's.

ARTICLE 36: SAFETY AND HEALTH

Section 1. The Employer will continue to make reasonable provisions for the safety and health of its employees in its facilities during hours of their employment and agrees to comply with all applicable federal, state, and local laws and regulations pertaining to the health and safety of employees covered by this Agreement, and to offer such employees the appropriate training, including occupational safety and health training.

Section 2. The Union recognizes the right of the Employer to establish and enforce reasonable rules and regulations for the safe, sanitary, and efficient conduct of its business and to impose reasonable penalties for the violation of such rules and regulations.

Section 3. The Union agrees to cooperate with the Employer to the fullest extent to further the program of safety, health and sanitation. The Union and the employees may make written recommendations to the Employer on matters concerning safety, sanitation and working conditions.

Section 4. The Employer shall maintain a program of infectious and communicable disease control.

ARTICLE 37: COMMUNICABLE DISEASE EXPOSURE

Section 1. If a bargaining unit employee, during the normal course of his assigned duties at the Employer, involuntarily becomes, in the opinion of the Employer, susceptible to a communicable disease or condition and, for that reason, the Employer directs the employee to leave the premises, the Employer will compensate the employee for wages lost for the time it requires the employee remain off of its premises (hereinafter, "the incubation period"). If, during this incubation period, the employee contracts the communicable disease or otherwise becomes ill or incapacitated, the employee's sick leave or sickness and accident benefits, if any, or worker's compensation benefits, if applicable, shall be utilized in lieu of the compensation described above.

Section 2. In order to determine if an employee is, in the Employer's opinion, susceptible to a communicable disease or condition, the Employer has the right to require the employee to submit to whatever reasonable medical procedures the Employer considers appropriate, at the Employer's expense.

ARTICLE 38: NON-DISCRIMINATION

Section 1. There shall be no unlawful discrimination either by the Employer or the Union against any employee or applicant for employment, in any manner relating to employment, because of race, color, creed, national origin, sex, age, sexual orientation, physical or mental disability, or for any other reason prohibited by law.

The Employer and the Union agree that they shall not discriminate against, interfere with, restrain, coerce or take reprisal against an employee or any applicant for employment because of Union support or membership or lawful activity in an official capacity on behalf of the Union, or because of a failure or refusal to participate or engage in such support or activity.

ARTICLE 39: LABOR MANAGEMENT COMMITTEE

Section 1. A system-wide Labor Management Committee (LMC) shall be established in accordance with this Article for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of professionalism and constructive Union/Employer relations. The parties are committed to attempt to resolve issues of mutual concern. The LMC shall meet quarterly at such times as are mutually agreed, and agendas for all meetings shall be exchanged at least two weeks in advance so that both parties are prepared to discuss the issues.

Section 2. The LMC shall consist of the Administrative Director of Labor Relations and such other Employer representatives as the Administrative Director of Labor Relations determines are necessary as well as the Organizer and Union Executive Board Members. The Union Executive Board Members shall be compensated at straight time by the Employer for time spent participating in LMC meetings as long as the Board Member(s) are scheduled to work during the LMC meeting. The chairmanship of the LMC will alternate each year, with an Employer-appointed representative chairing the LMC the first year and a Union-appointed representative chairing the LMC the second year.

Section 3. The LMC shall have 2 standing subcommittees: the Trumbull Committee and the Western Reserve Committee. The parties shall each designate five (5) LMC members to serve on each standing subcommittee and five (5) alternates, in the event a member is unavailable. These subcommittees shall meet monthly unless the parties mutually agree otherwise, and shall discuss campus- or technology-specific issues as appropriate. The LMC may form such other subcommittees as are necessary, provided the parties mutually agree to the formation of such subcommittees. Union subcommittee representatives shall be compensated at straight time for time spent participating in standing subcommittee meetings, as long as the representative(s) are scheduled to work during the meeting.

Section 4. All LMC and LMC subcommittee meetings shall be for the purpose of discussion only; shall not supplant the grievance procedure set forth in this Agreement; and neither the LMC nor any of its subcommittees shall have authority to negotiate any changes in this Agreement.

Section 5. In order to allow for adequate coverage and increased participation, the parties agree to establish a 12-month schedule for the LMC committee and standing sub-committee meetings. Within 30 days of the execution of this Agreement, the parties shall mutually agree to dates for the first year's schedule. No less than 30 days prior to the end of each 12-month period, the parties shall establish the next schedule.

In light of the fact that the parties will have advance notice of all meetings, the Union representatives, upon request, shall be released from work to attend the meetings absent emergency circumstances or unforeseen staffing needs.

ARTICLE 40: MISCELLANEOUS BENEFITS AND RESPONSIBILITIES

Section 1. Subpoena Fee. When an employee is called as a witness to testify on the Employer's behalf in any official proceeding or arbitration, they shall be paid at their straight-time rate, including any shift differentials, where applicable, for all scheduled work time lost, less any payment the employee receives as a witness fee.

Section 2. Uniforms. Uniforms shall be defined to include uniforms, lab-coats and scrubs. With the exception of Licensed Practical Nurses, the Employer will provide uniforms to all employees who are required to wear them as a condition of their employment at no expense to the employees. The number and style of uniforms to be provided to the employees shall be determined by the Employer. The Employer shall make adequate and equitable provisions for distribution of uniforms. Employees shall be required to maintain their uniforms in such a manner as to keep them clean and in proper condition. However, employees who currently wear scrubs shall continue to be provided the scrubs and the Employer shall continue to launder them where such a current practice exists.

Section 3. Paycheck Errors. If an error occurs in an employee's paycheck involving pay of three (3) or more hours through fault of the Employer, a new paycheck will be available within forty-eight (48) hours excluding weekends; otherwise, the error will be corrected on the next paycheck due to the employee.

Section 4. Employee Parking. The current employee parking policy is that employees will not be charged for surface parking.

Section 5. Change of Personnel Information. Each employee is responsible for keeping the Employer's Human Resource Office informed of the employee's correct address, phone number, marital status, number of dependents, and other personnel information needed for payroll and benefits purposes. Each employee is also responsible for keeping the employee's Department Head informed of his or her correct address and phone number.

Section 6. Performance Appraisals. If the Employer conducts a performance appraisal of an employee, the employee will receive a copy of the performance appraisal and will be required to sign a copy of same attesting to receipt thereof only.

Section 7. Direct Deposit and Payroll Savings Plan. Upon written authorization by an employee, the Employer will deduct amounts authorized by the employee from the employee's pay and will forward those amounts to a financial institution with whom the Employer has a payroll deduction arrangement as designated by the employee.

Section 8. TMH Campus. The Employer will provide on-site care for sick children of employees through a "Mend-N-Tend" program, on conditions and at a cost no less advantageous as offered to other employees.

Section 9. Cafeteria Discounts. The Employer will offer food in the cafeteria at reduced prices to employees under the same terms and conditions as offered to other employees at the respective campuses. Should the Employer reach agreement to discontinue this benefit with all bargaining units, this benefit will be discontinued.

Section 10. Lockers. The Employer will continue to provide lockers to employees under the same terms and conditions applicable to other employees at the respective sites, unless or until sufficient lockers are no longer available. Where separate locker rooms for males and females are not available, the Employer will ensure appropriate measures to accommodate employee privacy.

Section 11. Transportation and Travel. Employees required by the Employer to travel on Employer's business shall be provided transportation or will be reimbursed at the rate authorized by the Internal Revenue Service should they choose to use their own vehicles.

Section 12. Employee Assistance Program. The Employer will continue to offer the Employee Assistance Program to employees.

Section 13. Flexible Spending Account. The Employer will offer employees a Flexible Spending Account Plan providing pre-tax deductions for medical and dependent care expenses, the terms of which will be described in the plan description. All participants will be issued plan descriptions and summaries.

Section 14. First Aid Facilities. First aid care and treatment will be provided for work-related injuries through the Employer's Emergency Services.

Section 15. Emergency Treatment. Emergency treatment through the Employer's Emergency Services shall be made available to employees while at work at no cost provided that such employees are sent to Emergency Services by a supervisor.

Section 16. Damage to Personal Effects. The Employer will replace at such items cost clothing, uniforms, uniform items, shoes, hearing aids, wrist watches, eye glasses, wedding bands of reasonable cost or other jewelry of reasonable cost damaged beyond repair by a patient or accidental means in the course of employment.

Section 17. Required Emergency Room Visits. If the Employer requires an employee to go to the Emergency Department, the Employer shall pay the Emergency Department charges consistent with existing practices.

Section 18. Scheduling and Staffing. For Trumbull Technical, Professional, Business Office and Patient Financial Services Units: Upon request of the Union, a voluntary staffing and scheduling committee comprised of employees and management will be established within departments to evaluate and resolve staffing needs in the following areas, but not limited to those areas:

- (1) Establishing ten (10) or twelve (12) hour shifts, in accordance with Article 11, Alternate Schedules.
 - (2) Scheduling seven (7) days on and seven (7) days off
 - (3) Permanent weekend shifts
 - (4) Scheduling Friday night off before a scheduled weekend
 - (5) Determining the specific hours needed to maintain competency and the number of hours required to become competent in other cross-trained areas of an employee's department based on the needs of the department in accordance with Article 18, Cross Training.
 - (6) Developing staffing plans and scheduling plans for the departments
- All scheduling changes made pursuant to this Article will be processed in accordance with this Agreement.

The decisions of the department Scheduling and Staffing Committees will be brought before the Human Resources to keep them informed of the decisions.

Section 19. Pay Day and Procedure. Paychecks will be dated, presented and/or deposited every two (2) weeks. The checks will represent two weeks earnings. An employee who cannot pick up his check personally, and must have another person pick it up for him, shall provide that person with a written request and the employee's identification card, which shall then be presented to the pay clerk. Such person must then sign to receive the employee's paycheck. As long as in-house security is available, employees at TMH may pick up their paycheck between 10:00 p.m. and 11:00 p.m., the night before the designated payday.

Section 20. WRCS Laboratory. The Employer will provide Head Techs in the Laboratory Department time off the bench to do assigned administrative duties.

Section 21. On an annual basis, employees may, on their own time, complete a written evaluation of their department and manager. Such evaluation will be done on an individualized basis and on the appropriate form using standardized criteria to be agreed upon by the Employer and the Union. The evaluation will be signed by the employee, submitted to the manager, and subject to discussion with the manager or director at the request of the Employer. The evaluations will be kept on file in the department and a copy made available to the Union upon request.

Section 22. Employee Discounts. A 25% discount on all outpatient hospital charges over \$1.00 will apply to full-time and part-time employees and their covered dependents who have exhausted their benefits or for a service not covered by a plan in accordance with Article 28, Insurance. The discount applies to services performed at any Forum Health facility. This discount does not apply to insurance deductibles or charges that are not covered by another insurance plan.

Section 23. Tuition Reimbursement. A tuition reimbursement fund of \$15,000 per year will be established for all SEIU Units. It will be jointly administered by a labor/management committee. The committee will establish the criteria for participation in the fund with the following guidelines:

- (a) There would be a specific time period during which application would be submitted.
- (b) The maximum reimbursement would be eighty percent (80%) of tuition.
- (c) The employee must first pay the tuition and acquire passing grades prior to any reimbursement.
- (d) For any request for reimbursement for course work leading to positions outside of the bargaining unit, the Employer's policy and procedure governing tuition reimbursement criteria will be that which determines eligibility.
- (e) WRCS Technical Unit Employees cannot use both the Tuition Reimbursement under this Section and the Continuing Education benefit provided under Article 35 of this Agreement in a given calendar year. Accordingly, once an employee uses the benefits provided under either this Section or Article 35, she is foreclosed for that calendar year from using the other benefit (e.g., if an employee seeks CEU reimbursement she cannot seek tuition reimbursement in the same calendar year, and vice-versa).

Section 24. Negotiating Committee. The Employer will use its best efforts consistent with operational demands to adjust the schedules of employees elected to the negotiating committee in order to attend the bargaining sessions and pre-bargaining caucus. The Union shall provide the Employer with the names of the employees on the negotiating committee no less than 30 days before the first bargaining session.

Section 25. Attendance Bonus Program. For those units including WRCS Dieticians and Social Workers, other than those identified in Section 27 of this Article, effective January 1, 2005, and for the term of this Agreement, all full-time, non-probationary employees will receive a bonus for perfect attendance based upon the following schedule:

First 6 Calendar Months	\$100.00
Second 6 Calendar Months	\$100.00

If an employee has perfect attendance for an entire calendar year, he will receive an additional \$100.00. An employee who is absent will not have perfect attendance for that half of

the calendar year, or the calendar year; except that, absences pursuant to scheduled vacation, jury duty, military leave, Family and Medical Leave Act leave, paid holidays, paid bereavement leave, or mandatory low census days will be considered excused for purposes of this Article. Part-time employees will receive a pro-rated attendance bonus of \$50.00 under the same terms and conditions of the Attendance Bonus Program set forth in this Section.

Section 26. For WRCS Professional, WRCS Technical, and WRCS Basic Units:

Employees who have perfect attendance for a calendar quarter shall earn four (4) paid recognition hours which may be taken in increments of the employee's normal workday. Such recognition hours may be used in the six (6) month period after earned. Employee will be paid for unused hours. Perfect attendance is defined as not having an occurrence of absence due to leave of absence, sick team, unpaid absence when scheduled, industrial leave, S&A non-pay, S&A sickness, S&A accident, and suspension. Employees shall monitor their entitlement to this benefit and must bring their entitlement to the attention of their supervisor for confirmation prior to any use or payment for the time.

Section 27. For WRCS Professional Unit: Pro-Rata Formula for Part-Time Benefits:

(A) The pro-rata formula for determining a part-time employee's vacation pay is the number of hours worked in the employee's previous anniversary year (from the date of hire) in relation to 2,080 hours.

(B) The pro-rata formula for determining a part-time employee's holiday pay if the holiday is not worked is the number of hours worked in the employee's previous anniversary year in relation to 2,080 hours. A part-time employee who works the holiday shall receive holiday pay for all hours worked.

(C) The pro-rata formula for determining a part-time employee's sick leave accumulation is the number of hours worked in the employee's anniversary year in relation to 2,080 hours.

(D) During the part-time employee's first year of employment, the pro-rata formula is the employee's hours worked in relation to 2,080 hours.

ARTICLE 41: SUPERVISION/ JOB EROSION

Section 1. Work customarily performed by employees within the bargaining unit shall not be performed by supervisors or other non-bargaining unit employees, except in the following situations:

(A) To instruct, train, teach, and/or demonstrate proper methods and procedures of performing work operations;

(B) To provide assistance at the employee's request;

(C) In the event of an emergency (for purposes of this Article, an "emergency" shall mean a sudden, unexpected occurrence demanding immediate action); and

(D) Where assistance is necessary to restore and/or maintain normal operations if and as long as sufficient employees are not reasonably available.

Section 2. This Article is not intended to prevent the performance of bargaining unit work by employees of other bargaining units (overlap of job duties) or supervisors to the extent in effect at the signing of this Agreement so long as it does not result in the layoff, delay in recall, or reduction in status of any bargaining unit employee.

Section 3. For the bargaining unit pharmacists, the parties recognize that the responsible Pharmacists, under whose license the Pharmacy Department operates, may perform bargaining unit work, but may not perform dispensing (i.e. the preparing, compounding, labeling, and packaging of drugs), except in the narcotic area or the clinical functions (excluding developing educational programs, developing and implementing pharmacy and physician education, maintaining competencies, and pharmacy program development) performed by the bargaining unit staff pharmacist.

Section 4. When a full-time position under this Agreement becomes vacant by reason of the termination of an employee for any reason, the Employer may convert that position (in the event it decides to fill the position) to one or more part-time positions, or may choose to post that position and convert any positions subsequently vacated through the bidding process to one or more part-time positions; provided that, the number of part-time positions will not exceed 35% of the total number of positions within each specific unit specified in Article 2, Union Recognition. However, the Employer may not convert a full-time position to one or more part-time positions where the full-time position becomes vacant by reason of discharge or retirement; nor may the Employer convert any full-time positions subsequently vacated through the bidding process to fill a vacancy resulting from a discharge.

Section 5. Students and Nurse Externs shall not be used to replace bargaining unit employees.

Section 6. During the term of this Agreement, the Employer will not reduce the aggregate total number of LPN positions by replacing them with Registered Nurses unless in filling a vacant position such qualified LPN cannot be found after a reasonable period of time.

Section 7. During the term of this Agreement the Employer will not reduce the aggregate total number of Social Workers by replacing them with Case Managers, unless in filling a vacant position such qualified Social Worker cannot be found after a reasonable period of time.

ARTICLE 42: EMERGING TECHNOLOGIES

If, during the term of this Agreement, the bargaining unit is to be reduced or suffers a substantial decrease in regularly scheduled work hours due to technological changes, the Employer will provide the Union with as much advance notice as possible under the particular circumstances, however, no less than 60 calendar days, along with available and appropriate information about the technological change and its potential effect on bargaining unit employees. Upon request by the Union, the Employer shall meet to negotiate the effects of the anticipated change, including possible training of current affected employees for possible placement in new or redesigned bargaining unit positions.

ARTICLE 43: SATELLITE FACILITIES

Section 1. If a sufficient volume of work similar to the work performed by the bargaining unit employees warrants additional staff at the Elm Road Immediate Care facility (at last eight thousand (8,000) radiologic procedures per year), the Forum Health entity having control over that work will employ employees represented by the Union to perform that work.

Section 2. If the Employer expands its operation or services in existing facilities or begins to operate in facilities where it is not currently operating, the Employer agrees to notify the Union and any other union currently recognized by the Employer of the situation and attempt to resolve to the parties' satisfaction any issues regarding the appropriate bargaining unit for inclusion of such work. If the appropriate parties are unable to resolve the situation, the Union may file a unit clarification petition.

ARTICLE 44: MERGED FACILITIES

For Trumbull Professional, Trumbull Technical, Trumbull Business Office, and Patient Financial Services Units:

Where the Employer intends to merge work areas/services at a new location, affecting its bargaining unit employees, and said employees are represented by different labor organizations, the Employer will give the Union as much prior notice as possible under the circumstances, and will attempt to negotiate a procedure acceptable to the involved labor organizations to determine representation at the new location.

The Employer will grant exclusive recognition to, and bargain with, the labor organization which represents a majority (as determined by the above procedure) of the combined workforce at the new work location. The Employer agrees that it will not file a petition with the NLRB or otherwise take any action, which conflicts in any way with its obligations hereunder, unless the labor organizations and the Employer are unable to agree to a procedure to determine majority status.

ARTICLE 45: SUBCONTRACTING

For Trumbull Technical and Trumbull Business Office Units:

The Employer will not subcontract bargaining unit work without first providing the Union with as much advance notice as possible under the circumstances, and negotiating with the Union over the Employer's proposed action and its effects. The Employer will provide the Union with the reasons the Employer is considering such action and the information the Employer will consider in making its decision. The Employer will afford the Union, for a reasonable time period, adequate opportunity to obviate the need for the Employer's proposed action. If the Union does not believe that the Employer's justifications support the Employer's actions, the Union may grieve the Employer's decision. The failure to reach agreement on these issues will not entitle the Union to strike.

For Trumbull Patient Financial Services Unit:

The Employer will not subcontract bargaining unit work to any greater extent than it has in the past, and such subcontracting may not result in the direct loss of any bargaining unit jobs.

For WRCS Professional Unit:

If, during the term of this Agreement, the Medical Center contracts bargaining unit work to a greater extent than was contracted before August 14, 1995, such contracting will not result in the layoff or reduction in hours or bargaining unit members employed as of August 14, 1995.

ARTICLE 46: ALTERATION OF AGREEMENT AND WAIVER

Section 1. Except as provided for in this Article, no agreement, alteration, variation, waiver, or modification of any of the terms and conditions contained herein shall be made by any employee or group of employees covered by this Agreement, and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by them.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 3. It is the intent of the Employer and the Union that this Agreement comply with applicable Federal and Ohio State laws and governmental regulations having the effect of law. If it is determined by a tribunal having the authority to do so that any provision of this Agreement is in conflict with law, any such decision shall not affect the validity of the remaining provisions and/or paragraphs of this Agreement. In the event that such a determination is made, the Employer and the Union agree to meet as promptly as possible for the purpose of negotiating a lawful alternative provision.

Section 4. The Employer and the Union acknowledge that this Agreement, together with any letters of understanding or memoranda of agreement, executed during the negotiations on this Agreement, embodies the complete and final understanding reached by the parties on the matters discussed during their negotiations. The parties acknowledge that during the negotiations which have resulted in this Agreement, each party has had the unlimited right and opportunity to make demands and/or proposals with respect to all proper subjects of collective bargaining and that all subjects which have been negotiated upon and the terms contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Section applies only to proper subjects of bargaining which were known, or should have been known, to the parties at the time they negotiated and signed the Agreement. Neither party shall be relieved of its obligation to bargain over proper subjects of bargaining which arise after the date the Agreement was signed.

ARTICLE 47: DURATION

This Agreement dated October 1, 2008 shall continue in full force and effect without change until midnight March 31, 2012.

Either party may, at least ninety (90) days prior to March 31, 2012, give written notice of termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after March 31, 2012 subject to termination or amendment by either party on at least ninety (90) days' written notice prior to March 31 of any subsequent year.

For the Employer:

For the Union:

Jaime Barber

Beky Gleason, President

Jay Rayak

Michael Johnson

David M. Carrera

[Signature]

Date: _____

**APPENDIX A
SEIU/DISTRICT 1 - SENIORITY GRID**

Specific Unit	Shift Preference	Job Bid and Award	Transfers	Layoff and Recall	Overtime	Accrual of Benefits	Utilization of Benefits	Cross Training
WRCS - Technical	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining unit within the department	Bargaining Unit
WCRS Technical Lab	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Bargaining unit within the department	Departmental
WRCS - Professional	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Bargaining unit within the department	Departmental
WRCS - Basic	Departmental	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining unit within the department	Bargaining Unit
TMH - BOC	Departmental	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining unit within the department	Bargaining Unit
TMH - Professional	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining unit within the department	Bargaining Unit
TMH - PFS	N/A	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining unit within the department	Bargaining Unit
TMH - Technical Xray	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Department/	Departmental
LAB	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
Physical Therapy	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
Respiratory	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
LPN, Inf. Control	Departmental	Bargaining Unit	Bargaining Unit	Bargaining Unit	Bargaining Unit	Hospital	Bargaining Unit	Departmental
Ultrasound	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
CT	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
MRI	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental

Specific	Shift Preference	Job Bid and Award	Transfers	Layoff and Recall	Overtime	Accrual of Benefits	Utilization of Benefits	Cross Training
Convention	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
LEAR	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
D	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Hospital	Departmental
RAP	Departmental	Departmental	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental
H LAB	Departmental	Bargaining Unit	Departmental	Departmental	Departmental	Hospital	Departmental	Departmental

If there is a conflict between this Grid and the language of this Agreement, the Grid shall prevail.

APPENDIX B

WAGES WITH PARITY ADJUSTMENTS

**TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL**

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
T02	Technical Assistant 1	Apr-2004	\$13.46	\$13.63	\$13.80	\$14.02	\$14.19				
		Apr-2005	\$13.82	\$14.00	\$14.17	\$14.40	\$14.57				
		Apr-2006	\$14.10	\$14.28	\$14.46	\$14.69	\$14.86				
	Sept-2008	\$14.32	\$14.67	\$15.00	\$15.30	\$15.66	\$16.32	\$16.75	\$17.23	\$17.67	
	Grad Rad Tech	Apr-2004	\$13.53	\$13.75	\$13.97	\$14.22	\$14.33				
		Apr-2005	\$13.97	\$14.25	\$14.52	\$14.80	\$14.86				
Apr-2006		\$14.32	\$14.67	\$15.00	\$15.30	\$15.30					
T03	LPN IV Therapy (Per Diems will receive \$1.00/ hr above current step of T03)	Apr-2004	\$15.37	\$15.98	\$16.62	\$17.28	\$17.97	\$18.69	\$19.44		
		Apr-2005	\$15.79	\$16.41	\$17.07	\$17.75	\$18.46	\$19.20	\$19.97		
		Apr-2006	\$16.11	\$16.74	\$17.41	\$18.11	\$18.83	\$19.58	\$20.37		
T04	LPN Non-IV Therapy Infectious Disease LPN (Per Diems will receive \$1.00/ hr above current step of T04)	Apr-2004	\$15.37	\$15.61	\$15.88	\$16.12	\$16.42	\$16.89	\$17.37		
		Apr-2005	\$15.79	\$16.03	\$16.31	\$16.56	\$16.87	\$17.35	\$17.84		
		Apr-2006	\$16.11	\$16.35	\$16.63	\$16.89	\$17.20	\$17.70	\$18.19		
T04 A	Respiratory Therapy Tech	Apr-2004	\$15.37	\$15.61	\$15.88	\$16.12	\$16.42				
		Apr-2005	\$15.79	\$16.03	\$16.31	\$16.56	\$16.87				
		Apr-2006	\$16.11	\$16.35	\$16.63	\$16.89	\$17.20				
T04 B	Licensed Massage Therapist	Aug-2007	\$16.44	\$17.64	\$18.84	\$20.04	\$21.24	\$22.44	\$23.64		
T05	Certified Respiratory Therapy Technician	Apr-2004	\$16.27	\$16.65	\$17.05	\$17.45	\$17.64				
		Apr-2005	\$16.96	\$17.44	\$17.95	\$18.45	\$18.55				

06

Registry Eligible Respiratory Therapist

Apr-2004	\$16.90	\$17.22	\$17.56	\$17.86	\$18.23
Apr-2005	\$17.36	\$17.68	\$18.04	\$18.34	\$18.73
Apr-2006	\$17.71	\$18.04	\$18.40	\$18.71	\$19.10

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
T07	COTA	Apr-2004	\$17.21	\$17.73	\$18.27	\$18.80	\$19.38			
		Apr-2005	\$17.67	\$18.21	\$18.76	\$19.31	\$19.90			
		Apr-2006	\$18.03	\$18.57	\$19.14	\$19.69	\$20.30			
T08	CT Technologist Non-Reg	Apr-2004	\$17.97	\$18.49	\$19.00	\$19.51	\$20.03	\$20.54	\$20.86	\$21.35
	Registered Technologist Radiologic	Apr-2005	\$18.46	\$18.99	\$19.51	\$20.04	\$20.57	\$21.09	\$21.42	\$21.93
	Surgical Technologist	Apr-2006	\$18.82	\$19.37	\$19.90	\$20.44	\$20.98	\$21.52	\$21.85	\$22.36
	MRI Tech Non-Reg									
	Interventional Tech Non-Reg									
	Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)									
Step 8 (after 20+ yrs)										
T10	Non-Registered Ultra Sound Technologist	Apr-2004	\$18.61	\$19.16	\$19.73	\$20.28	\$20.84	\$21.35	\$21.67	\$22.16
	Registered Intervention Technician	Apr-2005	\$19.11	\$19.68	\$20.26	\$20.83	\$21.40	\$21.93	\$22.26	\$22.76
	MRI Registered Technologist	Apr-2006	\$19.49	\$20.07	\$20.67	\$21.24	\$21.83	\$22.36	\$22.70	\$23.21
	CT Registered Technologist									
	Registered Mammography Technician									
	Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
T11	Physical Therapy Assistant	Apr-2004	\$18.15	\$18.52	\$18.85	\$19.25	\$19.57			
		Apr-2005	\$18.64	\$19.02	\$19.35	\$19.77	\$20.10			
		Apr-2006	\$19.01	\$19.40	\$19.74	\$20.16	\$20.51			

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	
T12	Registered Ultra Sound Technologist	Apr-2004	\$18.85	\$19.42	\$20.00	\$20.61	\$21.23	\$21.74	\$22.06	\$22.55	
		Apr-2005	\$19.36	\$19.94	\$20.54	\$21.17	\$21.80	\$22.33	\$22.66	\$23.16	
		Apr-2006	\$19.75	\$20.34	\$20.95	\$21.59	\$22.24	\$22.77	\$23.11	\$23.62	
		Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)										
	Step 8 (after 20+ yrs)										
T13 (pay grade 1)	Respiratory Therapist II (to T16 9/08)	Apr-2004	\$19.73	\$20.14	\$20.51	\$20.91	\$21.29				
	Ergonomic Evaluator/ COTA	Apr-2005	\$20.26	\$20.68	\$21.06	\$21.47	\$21.86				
		Apr-2006	\$20.67	\$21.10	\$21.48	\$21.90	\$22.30				
T13 (1N)	Respiratory Therapist II (hired after 4/1/04) (To T16 9/08)	Apr-2004	\$18.82	\$19.36	\$19.86	\$20.42	\$20.79				
		Apr-2005	\$19.79	\$20.27	\$20.72	\$21.21	\$21.60				
		Apr-2006	\$20.67	\$21.10	\$21.48	\$21.90	\$22.30				
T15	Invasive Cardiac Technologist (Reg)	Apr-2004	\$21.39	\$22.07	\$22.76	\$23.44	\$24.14	\$24.66	\$24.98	\$25.47	
	Invasive Cardiac Technologist (Non-Reg)	Apr-2005	\$21.97	\$22.67	\$23.37	\$24.07	\$24.79	\$25.33	\$25.65	\$26.16	
	Lead MRI Technologist	Apr-2006	\$22.41	\$23.12	\$23.84	\$24.55	\$25.29	\$25.83	\$26.17	\$26.68	
	Lead Ultrasound Technician										
	Lead CT Tech										
	Lead Mammography Tech										
	Lead Intervention Tech										
	Lead Diagnostic Tech										
		Step 6 (after 10+ yrs)									
		Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)										
T16 (pay grade 1)	Respiratory Therapist I	Apr-2004	\$21.28	\$21.70	\$22.09	\$22.54	\$23.14				
	Non Certified Sleep Lab Tech	Apr-2005	\$21.85	\$22.29	\$22.69	\$23.15	\$23.76				
		Apr-2006	\$22.29	\$22.73	\$23.14	\$23.61	\$24.24				

T16

Respiratory Therapist I & II

	Step 1	Sep 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Sept-2008	\$20.67	\$21.10	\$21.48	\$21.90	\$22.30	\$22.73	\$23.14	\$23.61	\$24.24

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
18	Nuclear Medical Technologist	Apr-2004	\$22.59	\$23.09	\$23.45	\$23.93	\$24.41	\$24.93	\$25.24	\$25.74
		Apr-2005	\$23.20	\$23.71	\$24.08	\$24.58	\$25.07	\$25.60	\$25.92	\$26.43
		Apr-2006	\$23.66	\$24.19	\$24.56	\$25.07	\$25.57	\$26.12	\$26.44	\$26.96
		Step 6 (after 10+ yrs)								
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
19	Sleep Lab Coordinator Certified Sleep Lab Tech	Apr-2004	\$23.35	\$23.81	\$24.28	\$24.75	\$25.25			
		Apr-2005	\$23.98	\$24.45	\$24.94	\$25.42	\$25.93			
		Apr-2006	\$24.46	\$24.94	\$25.43	\$25.93	\$26.45			
22	Registered Tech Patient Coordinator	Apr-2004	\$18.26	\$18.76	\$19.29	\$19.78	\$20.30	\$20.82	\$21.14	\$21.63
		Apr-2005	\$18.75	\$19.27	\$19.81	\$20.31	\$20.85	\$21.38	\$21.71	\$22.21
		Apr-2006	\$19.13	\$19.65	\$20.21	\$20.72	\$21.27	\$21.81	\$22.14	\$22.66
		Step 6 (after 10+ yrs)								
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
3	Registered Radiation Oncology Tech	Apr-2004	\$20.09	\$20.68	\$21.26	\$21.82	\$22.42	\$22.93	\$23.25	\$23.74
		Apr-2005	\$20.63	\$21.24	\$21.83	\$22.41	\$23.03	\$23.55	\$23.88	\$24.38
		Apr-2006	\$21.05	\$21.66	\$22.27	\$22.86	\$23.49	\$24.02	\$24.36	\$24.87
		Step 7 (after 15+ yrs)	Sept-2008	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00	\$28.54	\$28.87
	Step 8 (after 20+ yrs)									

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
T26	Lead Nuclear Medicine Tech	Apr-2004	\$24.48	\$24.95	\$25.43	\$25.90	\$26.42	\$26.94	\$27.26	\$27.75
		Apr-2005	\$25.14	\$25.62	\$26.12	\$26.60	\$27.13	\$27.67	\$28.00	\$28.50
		Apr-2006	\$25.64	\$26.14	\$26.64	\$27.13	\$27.68	\$28.22	\$28.56	\$29.07
T27	Millieu Therapist	Apr-2004	\$12.60	\$12.77	\$12.95	\$13.15	\$13.33			
		Apr-2005	\$12.94	\$13.11	\$13.30	\$13.51	\$13.69			
		Apr-2006	\$13.20	\$13.38	\$13.57	\$13.78	\$13.96			
T28	Radiation Oncology Tech Non-Reg	Apr-2004	\$18.92	\$19.45	\$20.02	\$20.53	\$21.08	\$21.60	\$21.92	\$22.41
		Apr-2005	\$19.43	\$19.98	\$20.56	\$21.08	\$21.65	\$22.18	\$22.51	\$23.02
		Apr-2006	\$19.82	\$20.37	\$20.97	\$21.51	\$22.08	\$22.63	\$22.96	\$23.48
		Sept-2008	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00	\$26.54	\$26.87	\$27.34
		Step 6 (after 10+ yrs)								
		Step 7 (after 15+ yrs)								
		Step 8 (after 20+ yrs)								
T29	Lead Radiation Oncology Tech	Apr-2004	\$21.93	\$22.60	\$23.28	\$23.96	\$24.67	\$25.18	\$25.50	\$25.99
		Apr-2005	\$22.52	\$23.21	\$23.91	\$24.61	\$25.34	\$25.86	\$26.19	\$26.69
		Apr-2006	\$22.97	\$23.67	\$24.39	\$25.10	\$25.84	\$26.38	\$26.71	\$27.23
		Step 6 (after 10+ yrs)								
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
T30	Medical Imaging Assistant	Apr-2004	\$13.55	\$13.77	\$13.96	\$14.19	\$14.45			
		Apr-2005	\$13.92	\$14.14	\$14.34	\$14.57	\$14.84			
		Apr-2006	\$14.19	\$14.42	\$14.62	\$14.86	\$15.14			
T35	Physical Therapy Assistant Case Manager	Apr-2004	\$21.98	\$22.47	\$22.82	\$23.30	\$23.76			
		Apr-2005	\$22.57	\$23.08	\$23.44	\$23.93	\$24.40			
		Apr-2006	\$23.02	\$23.54	\$23.90	\$24.41	\$24.89			

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - TECHNICAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
36	Ultrasound Vascular Technologist	Apr-2004	\$20.44	\$21.28	\$21.59	\$22.20	\$22.82	\$23.33	\$23.65	\$24.14
		Apr-2005	\$20.99	\$21.85	\$22.17	\$22.80	\$23.44	\$23.96	\$24.29	\$24.79
		Apr-2006	\$21.41	\$22.29	\$22.62	\$23.26	\$23.90	\$24.44	\$24.77	\$25.29
54	Clinical Instructor Radiologist	Apr-2004	\$19.05	\$19.56	\$20.09	\$20.58	\$21.10	\$21.62	\$21.94	\$22.43
		Apr-2005	\$19.56	\$20.09	\$20.63	\$21.14	\$21.67	\$22.20	\$22.53	\$23.04
		Apr-2006	\$19.96	\$20.49	\$21.05	\$21.56	\$22.10	\$22.65	\$22.98	\$23.50

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - PROFESSIONAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
P02	Histology Technician I	Apr-2004	\$15.10	\$16.06	\$17.02	\$17.98			
		Apr-2005	\$15.50	\$16.49	\$17.48	\$18.47			
		Apr-2006	\$15.81	\$16.82	\$17.83	\$18.84			
P03	Activity Therapist	Apr-2004	\$16.60	\$16.86	\$17.17	\$17.48	\$17.80		
		Apr-2005	\$17.05	\$17.32	\$17.63	\$17.95	\$18.28		
		Apr-2006	\$17.39	\$17.66	\$17.99	\$18.31	\$18.65		
P07	Medical Surgical Social Worker Activity Therapist Coordinator (Master's Degree)	Apr-2004	\$19.80	\$20.21	\$20.59	\$20.98	\$21.36		
		Apr-2005	\$20.33	\$20.76	\$21.15	\$21.55	\$21.94		
		Apr-2006	\$20.74	\$21.17	\$21.57	\$21.98	\$22.38		
P08	Medical Technologist I Technician II Medical Technologist II	Apr-2004	\$21.87	\$22.33	\$22.79	\$23.28	\$23.87	\$24.27	\$24.77
		Apr-2005	\$22.75	\$23.25	\$23.78	\$24.33	\$24.92	\$25.33	\$25.85
		Apr-2006	\$23.51	\$24.06	\$24.66	\$25.27	\$25.84	\$26.27	\$26.81
P10	Cytotechnologist Reg.	Apr-2004	\$22.48	\$23.00	\$23.58	\$24.18	\$24.72	\$25.13	\$25.64
		Apr-2005	\$23.09	\$23.62	\$24.22	\$24.83	\$25.39	\$25.81	\$26.33
		Apr-2006	\$23.55	\$24.09	\$24.70	\$25.33	\$25.90	\$26.32	\$26.86
P13	Psychiatric Social Worker Social Worker	Apr-2004	\$22.91	\$23.30	\$23.75	\$24.22	\$24.89		
		Apr-2005	\$23.53	\$23.93	\$24.39	\$24.87	\$25.56		
		Apr-2006	\$24.00	\$24.41	\$24.88	\$25.37	\$26.07		
P15	Speech Pathologist	Apr-2004	\$26.50	\$26.92	\$27.44	\$27.92	\$28.75		
		Apr-2005	\$27.22	\$27.65	\$28.18	\$28.67	\$29.53		
		Apr-2006	\$27.76	\$28.20	\$28.74	\$29.25	\$30.12		

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - PROFESSIONAL

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
P16	Physical Therapist	Apr-2004	\$28.79	\$29.18	\$30.09	\$30.50	\$31.19		
		Apr-2005	\$29.57	\$29.97	\$30.90	\$31.32	\$32.03		
		Apr-2006	\$30.16	\$30.57	\$31.52	\$31.95	\$32.67		
P17	Pharmacist	Apr-2004	\$35.50	\$36.17	\$36.74	\$37.34	\$37.99	\$38.42	\$39.16
		Apr-2005	\$36.46	\$37.15	\$37.73	\$38.35	\$39.02	\$39.46	\$40.22
		Apr-2006	\$37.19	\$37.89	\$38.49	\$39.12	\$39.80	\$40.25	\$41.02
P18	Occupational Therapist	Apr-2004	\$28.50	\$28.90	\$29.36	\$29.83	\$30.46		
		Apr-2005	\$29.27	\$29.68	\$30.15	\$30.64	\$31.28		
		Apr-2006	\$29.85	\$30.27	\$30.76	\$31.25	\$31.91		
P20	Librarian	Apr-2004	\$18.92	\$19.33	\$19.69	\$20.09	\$20.63		
		Apr-2005	\$19.43	\$19.85	\$20.22	\$20.63	\$21.19		
		Apr-2006	\$19.82	\$20.25	\$20.63	\$21.05	\$21.61		
P24	Oncology Pharmacist	Apr-2006							
P25	Senior Support Specialist	Sept-2008	\$25.12	\$25.76	\$26.42	\$27.04	\$27.74	\$28.08	
X06	Clinical Dietician	Apr-2004	\$21.36	\$21.79	\$22.18	\$22.62	\$23.23		
		Apr-2005	\$21.94	\$22.38	\$22.78	\$23.23	\$23.86		
		Apr-2006	\$22.38	\$22.83	\$23.23	\$23.70	\$24.33		

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - BUSINESS

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
B10	Accountant I	Apr-2004	\$17.67	\$18.08	\$18.38	\$18.77	\$19.07				
		Apr-2005	\$18.15	\$18.57	\$18.88	\$19.28	\$19.58				
		Apr-2006	\$18.51	\$18.94	\$19.25	\$19.66	\$19.98				
B11	Accountant	Apr-2004	\$19.52	\$19.91	\$20.29	\$20.68	\$21.07				
		Apr-2005	\$20.05	\$20.45	\$20.84	\$21.24	\$21.64				
		Apr-2006	\$20.45	\$20.86	\$21.25	\$21.66	\$22.07				
B03	Accounting Clerk Payroll Clerk Accounts Payable Clerk	Apr-2004	\$12.26	\$12.41	\$12.60	\$12.80	\$12.99				
		Apr-2005	\$12.59	\$12.75	\$12.94	\$13.15	\$13.34				
		Apr-2006	\$12.84	\$13.00	\$13.20	\$13.41	\$13.61				
		Nov-2008	\$10.18	\$11.31	\$12.46	\$12.84	\$13.00	\$13.20	\$13.41	\$13.62	\$14.97
B08	Buyer	Apr-2004	\$15.47	\$15.70	\$15.93	\$16.18	\$16.41				
		Apr-2005	\$15.89	\$16.12	\$16.36	\$16.62	\$16.85				
		Apr-2006	\$16.21	\$16.45	\$16.69	\$16.95	\$17.19				
X27	Computer Analyst	Apr-2004	\$17.50	\$17.90	\$18.20	\$18.58	\$18.99				
		Apr-2005	\$17.97	\$18.38	\$18.69	\$19.08	\$19.50				
		Apr-2006	\$18.33	\$18.75	\$19.07	\$19.46	\$19.89				
B05	Computer Operator Micrographics Clerk	Apr-2004	\$14.01	\$14.24	\$14.49	\$14.75	\$15.03				
		Apr-2005	\$14.39	\$14.62	\$14.88	\$15.15	\$15.44				
		Apr-2006	\$14.68	\$14.92	\$15.18	\$15.45	\$15.74				

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - BUSINESS

<u>Schedule</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
B09	Computer Operator - Lead	Apr-2004	\$16.13	\$16.42	\$16.72	\$17.02	\$17.36				
		Apr-2005	\$16.57	\$16.86	\$17.17	\$17.48	\$17.83				
		Apr-2006	\$16.90	\$17.20	\$17.51	\$17.83	\$18.19				
B02 (pay grade 1)	Mail Clerk	Apr-2004	\$8.91	\$10.26	\$11.56	\$11.72	\$11.90	\$12.17	\$12.31	\$12.48	\$12.64
		Apr-2005	\$9.78	\$10.73	\$11.88	\$12.03	\$12.29	\$12.67	\$12.81	\$12.97	\$13.12
		Apr-2006	\$10.65	\$11.14	\$12.11	\$12.29	\$12.61	\$13.11	\$13.24	\$13.39	\$13.53
B02 (01N)	Mail Clerk (hired after 4/1/04)	Apr-2004	\$8.91	\$10.26	\$11.09	\$11.55	\$11.90	\$12.17	\$12.31	\$12.48	\$12.64
		Apr-2005	\$9.78	\$10.73	\$11.39	\$11.87	\$12.29	\$12.67	\$12.81	\$12.97	\$13.12
		Apr-2006	\$10.66	\$11.14	\$12.11	\$12.29	\$12.61	\$13.11	\$13.24	\$13.39	\$13.53
B15	Operator	Apr-2004	\$12.83	\$13.03	\$13.23	\$13.47	\$13.67				
		Apr-2005	\$13.18	\$13.38	\$13.59	\$13.83	\$14.04				
		Apr-2006	\$13.44	\$13.65	\$13.86	\$14.11	\$14.32				
		Apr-2007	\$10.59	\$11.30	\$12.02	\$12.73	\$13.44	\$13.65	\$13.86	\$14.11	\$14.99
X20	Program Analyst	Apr-2004	\$22.26	\$22.73	\$23.16	\$23.59	\$24.00				
		Apr-2005	\$22.86	\$23.34	\$23.79	\$24.23	\$24.65				
		Apr-2006	\$23.32	\$23.81	\$24.26	\$24.71	\$25.14				
B06	Junior Accountant Computer Specialist	Apr-2004	\$14.46	\$14.73	\$15.05	\$15.32	\$15.59				
		Apr-2005	\$14.85	\$15.13	\$15.46	\$15.73	\$16.01				
		Apr-2006	\$15.15	\$15.43	\$15.77	\$16.05	\$16.33				
X12	Systems Manager (Networks)	Apr-2004	\$24.18	\$24.83	\$25.53	\$26.20	\$26.87				
		Apr-2005	\$24.83	\$25.50	\$26.22	\$26.91	\$27.60				
		Apr-2006	\$25.33	\$26.01	\$26.74	\$27.45	\$28.15				

TRUMBULL MEMORIAL HOSPITAL WAGE STRUCTURE
SEIU - BUSINESS

B16	Lead Operator	Apr-2004	\$14.01	\$14.24	\$14.49	\$14.75	\$15.03				
		Apr-2005	\$14.39	\$14.62	\$14.88	\$15.15	\$15.44				
		Apr-2006	\$14.68	\$14.92	\$15.18	\$15.45	\$15.74				
		Apr-2007	\$11.82	\$12.54	\$13.25	\$13.96	\$14.68	\$14.91	\$15.18	\$15.45	\$15.95
X59	System Manager Pathology	Apr-2004	\$25.12	\$25.77	\$26.47	\$27.13	\$27.81	\$28.23	\$28.80		
		Apr-2005	\$26.74	\$27.39	\$28.11	\$28.80	\$29.50	\$29.95	\$30.55		
		Apr-2006	\$28.28	\$28.94	\$29.68	\$30.38	\$31.10	\$31.58	\$32.21		

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - TECHNICAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
6	Laboratory Tech 2 Orienteer Non-Registered Radiology Tech	Apr-2004	\$13.67	\$14.00	\$14.32	\$14.61				
		Apr-2005	\$14.04	\$14.38	\$14.71	\$15.00				
		Apr-2006	\$14.32	\$14.67	\$15.00	\$15.30				
6A	Non-Registered Radiology Tech (hired after 4/1/04)	Apr-2004	\$13.53	\$13.75	\$13.97	\$14.22	\$14.33			
		Apr-2005	\$13.97	\$14.25	\$14.52	\$14.80	\$14.86			
		Apr-2006	\$14.32	\$14.67	\$15.00	\$15.30	\$15.30			
7	Resp Care Limited Permit Holder 1 (Hire in at Step 4)	Apr-2004	\$15.17	\$15.54	\$15.92	\$16.27				
		Apr-2005	\$15.58	\$15.96	\$16.35	\$16.71				
		Apr-2006	\$15.89	\$16.28	\$16.68	\$17.04				
8	Laboratory Tech 2 Supply, Inventory and Maintenance Tech	Apr-2004	\$15.58	\$15.99	\$16.45	\$16.87				
		Apr-2005	\$16.00	\$16.42	\$16.89	\$17.33				
		Apr-2006	\$16.32	\$16.75	\$17.23	\$17.67				
8A	General Histology Tech	Apr-2004	\$15.58	\$16.01	\$16.64	\$17.24				
		Apr-2005	\$16.00	\$16.47	\$17.28	\$18.08				
		Apr-2006	\$16.32	\$16.82	\$17.83	\$18.84				
8A2	General Histology Tech (hired after 4/1/04)	Apr-2004	\$15.10	\$16.06	\$17.02	\$17.98				
		Apr-2005	\$15.50	\$16.49	\$17.48	\$18.47				
		Apr-2006	\$15.81	\$16.82	\$17.83	\$18.84				
8B	Licensed Physical Therapy Assistant	Apr-2004	\$16.44	\$16.83	\$17.25	\$17.66	\$17.97			
		Apr-2005	\$17.74	\$18.13	\$18.51	\$18.93	\$19.26			
		Apr-2006	\$19.01	\$19.40	\$19.74	\$20.16	\$20.51			

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - TECHNICAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
8C	Non-Registered CT Tech	Apr-2004	\$17.97	\$18.49	\$19.00	\$19.51	\$20.03	\$20.54	\$20.86	\$21.35
	Allied Health Tech- Radiology	Apr-2005	\$18.46	\$18.99	\$19.51	\$20.04	\$20.57	\$21.09	\$21.42	\$21.93
	Registered Radiology Tech	Apr-2006	\$18.82	\$19.37	\$19.90	\$20.44	\$20.98	\$21.52	\$21.85	\$22.36
	Special Procedures Radiology Tech									
	Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
9	Laboratory Courier	Apr-2004	\$16.13	\$16.59	\$17.10	\$17.59				
	Laboratory Tech 3	Apr-2005	\$16.57	\$17.04	\$17.56	\$18.06				
		Apr-2006	\$16.90	\$17.38	\$17.91	\$18.43				
9A	Traffic Coordinator	Apr-2004	\$18.26	\$18.76	\$19.29	\$19.78	\$20.30	\$20.82	\$21.14	\$21.63
		Apr-2005	\$18.75	\$19.27	\$19.81	\$20.31	\$20.85	\$21.38	\$21.71	\$22.21
	Step 6 (after 10+ yrs)	Apr-2006	\$19.13	\$19.65	\$20.21	\$20.72	\$21.27	\$21.81	\$22.14	\$22.66
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
10-T	Head Histology Technician	Apr-2004	\$16.76	\$17.34	\$17.93	\$18.51				
	Licensed Respiratory Care Professional (Option - CRT)	Apr-2005	\$17.21	\$17.80	\$18.42	\$19.01				
	Per Diem Licensed Respiratory Care Professional (Step 4 only)	Apr-2006	\$17.56	\$18.16	\$18.78	\$19.39				
10-2	Licensed Respiratory Care Professional (Option - CRT)	Apr-2004	\$16.27	\$16.65	\$17.05	\$17.45	\$17.64			
	Per Diem Licensed Respiratory Care Professional (Step 4 only)	Apr-2005	\$16.96	\$17.44	\$17.95	\$18.45	\$18.55			
	(hired after 4/1/04)	Apr-2006	\$17.56	\$18.16	\$18.78	\$19.39	\$19.40			

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - TECHNICAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
10A	Non-Registered Vascular Specialist 1	Apr-2004	\$18.61	\$19.16	\$19.73	\$20.28	\$20.84	\$21.35	\$21.67	\$22.16
	Pediatric Radiology Tech	Apr-2005	\$19.11	\$19.68	\$20.26	\$20.83	\$21.40	\$21.93	\$22.26	\$22.76
	Registered CT Tech	Apr-2006	\$19.49	\$20.07	\$20.67	\$21.24	\$21.83	\$22.36	\$22.70	\$23.21
	Registered Mammography Tech									
	Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
10P	Per Diem						\$22.83			
10B	Vascular Specialist 2	Apr-2004	\$18.82	\$19.45	\$20.04	\$20.67	\$21.32	\$21.83	\$22.15	\$22.64
		Apr-2005	\$19.33	\$19.98	\$20.58	\$21.23	\$21.90	\$22.42	\$22.75	\$23.25
		Apr-2006	\$19.71	\$20.37	\$20.99	\$21.65	\$22.33	\$22.87	\$23.20	\$23.72
10C	Registered Lead CT Tech	Apr-2004	\$21.39	\$22.07	\$22.76	\$23.44	\$24.14	\$24.66	\$24.98	\$25.47
	Diagnostic Lead Tech	Apr-2005	\$21.97	\$22.67	\$23.37	\$24.07	\$24.79	\$25.33	\$25.65	\$26.16
	Registered Interventional Cardiovascular Tech	Apr-2006	\$22.41	\$23.12	\$23.84	\$24.55	\$25.29	\$25.83	\$26.17	\$26.68
	Lead Mammography Tech									
	Non-Registered Intervention Cardiovascular Tech									
	Step 6 (after 10+ yrs)									
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
	Per diem						\$26.29			
11A	Registered Lead Intervention Cardiovascular Tech	Apr-2004	\$21.90	\$22.57	\$23.25	\$23.94	\$24.55	\$25.01	\$25.33	\$25.82
		Apr-2005	\$22.49	\$23.18	\$23.88	\$24.59	\$25.21	\$25.69	\$26.01	\$26.52
	Step 6 (after 10+ yrs)	Apr-2006	\$22.94	\$23.64	\$24.36	\$25.08	\$25.72	\$26.20	\$26.53	\$27.05
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - TECHNICAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
12B	Registered Ultrasound Tech – Vascular	Apr-2004	\$20.44	\$21.28	\$21.59	\$22.20	\$22.82	\$23.33	\$23.65	\$24.14
	Registered Ultrasound Tech (1 Registry)	Apr-2005	\$20.99	\$21.85	\$22.17	\$22.80	\$23.44	\$23.96	\$24.29	\$24.79
		Apr-2006	\$21.41	\$22.29	\$22.62	\$23.26	\$23.90	\$24.44	\$24.77	\$25.29
	Step 6 (after 10+ yrs)	Aug-2006	\$22.66	\$23.54	\$23.87	\$24.51	\$25.15	\$25.69	\$26.02	\$26.54
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
	Per diem					\$26.15				
12.5	Registered Radiation Oncology Tech	Apr-2004	\$20.09	\$20.68	\$21.26	\$21.82	\$22.42	\$22.93	\$23.25	\$23.74
		Apr-2005	\$20.63	\$21.24	\$21.83	\$22.41	\$23.03	\$23.55	\$23.88	\$24.38
	Step 6 (after 10+ yrs)	Apr-2006	\$21.05	\$21.66	\$22.27	\$22.86	\$23.49	\$24.02	\$24.36	\$24.87
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
12C	Registered Ultrasound Tech	Apr-2004	\$18.85	\$19.42	\$20.00	\$20.61	\$21.23	\$21.74	\$22.06	\$22.55
	Registered Ultrasound Tech (2 registry)	Apr-2005	\$19.36	\$19.94	\$20.54	\$21.17	\$21.80	\$22.33	\$22.66	\$23.16
		Apr-2006	\$19.75	\$20.34	\$20.95	\$21.59	\$22.24	\$22.77	\$23.11	\$23.62
	Step 6 (after 10+ yrs)	Aug-2006	\$21.25	\$21.84	\$22.45	\$23.09	\$23.74	\$24.27	\$24.61	\$25.12
	Step 7 (after 15+ yrs)									
	Step 8 (after 20+ yrs)									
	Per Diem					\$24.74				
12D	Registered Ultrasound Tech (3 Registry)	Apr-2006	\$21.00	\$21.59	\$22.20	\$22.84	\$23.49	\$24.02	\$24.36	\$24.87

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - PROFESSIONAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
1-P	Social Worker Case Manager	Apr-2004	\$19.80	\$20.21	\$20.59	\$20.98	\$21.36		
		Apr-2005	\$20.33	\$20.76	\$21.15	\$21.55	\$21.94		
		Apr-2006	\$24.00	\$24.41	\$24.88	\$25.37	\$26.07		
		Apr-2007	\$20.74	\$21.17	\$21.57	\$21.98	\$22.38		
3-P	General Blood Bank Tech (red circled rate)	Apr-2004	\$21.31						
		Apr-2005	\$21.89						
		Apr-2006	\$22.32						
4-P	General Cytology Technologist	Apr-2004	\$22.44	\$22.96	\$23.54	\$24.12	\$24.67	\$25.08	\$25.59
	Registered Blood Bank Tech	Apr-2005	\$23.05	\$23.58	\$24.17	\$24.78	\$25.33	\$25.76	\$26.28
	Registered General Medical Technologist	Apr-2006	\$23.51	\$24.06	\$24.66	\$25.27	\$25.84	\$26.27	\$26.81
5-P	Assistant Head Medical Technologist	Apr-2004	\$23.98	\$24.59	\$25.22	\$25.81	\$26.48	\$26.81	\$27.36
	Pathology Assistant	Apr-2005	\$24.63	\$25.25	\$25.90	\$26.51	\$27.19	\$27.53	\$28.10
	Section Head Blood Bank	Apr-2006	\$25.12	\$25.76	\$26.42	\$27.04	\$27.74	\$28.08	\$28.66
6-P	Head Cytology Technologist	Apr-2004	\$25.69	\$26.28	\$27.02	\$27.64	\$28.30	\$28.75	\$29.32
	Head Medical Technologist	Apr-2005	\$26.38	\$26.99	\$27.75	\$28.39	\$29.06	\$29.53	\$30.11
		Apr-2006	\$26.91	\$27.53	\$28.30	\$28.95	\$29.65	\$30.12	\$30.71
8-P	Head Med Tech: Specialist Immun & Electroph	Apr-2004	\$27.00	\$27.63	\$28.33	\$29.00	\$29.69	\$30.14	\$30.75
	Laboratory Information System Specialist	Apr-2005	\$27.73	\$28.37	\$29.10	\$29.79	\$30.49	\$30.96	\$31.58
		Apr-2006	\$28.28	\$28.94	\$29.68	\$30.38	\$31.10	\$31.58	\$32.21

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE
SEIU - PROFESSIONAL

<u>Grade</u>	<u>Job Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>			<u>Step 6</u>	<u>Step 7</u>
9-P	Staff Pharmacist	Apr-2004	\$35.50	\$36.17	\$36.74	\$37.34	\$37.99	\$38.42	\$39.16
		Apr-2005	\$36.46	\$37.15	\$37.73	\$38.35	\$39.02	\$39.46	\$40.22
		Apr-2006	\$37.19	\$37.89	\$38.49	\$39.12	\$39.80	\$40.25	\$41.02
		Feb-2008	\$51.16	\$52.39	\$53.62				
10	Oncology Pharmacist	Feb-2007	\$47.16	\$48.39	\$49.62			\$49.62	
		Feb-2008	\$51.16	\$52.39	\$53.62				
10-P	Lead Pharmacist		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
		Apr-2004	\$37.12	\$37.76	\$38.37	\$39.03	\$39.69	\$40.16	\$40.95
		Apr-2005	\$38.12	\$38.78	\$39.41	\$40.08	\$40.76	\$41.24	\$42.06
		Apr-2006	\$48.16	\$49.39	\$50.62	\$50.62	\$50.62	\$50.62	\$50.62
Feb-2008	\$54.88	\$56.00	\$57.12						
2-P	Social Worker Case Manager (Masters)	Apr-2004	\$22.91	\$23.30	\$23.75	\$24.22	\$24.89		
		Apr-2005	\$23.53	\$23.93	\$24.39	\$24.87	\$25.56		
		Apr-2006	\$24.00	\$24.41	\$24.88	\$25.37	\$26.07		
13	Physical Therapist (part-time)		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
		Apr-2006	\$30.16	\$30.57	\$31.52	\$31.95	\$32.67		
14	Physical Therapist (full-time)	Apr-2006	\$62,733	\$63,586	\$65,562	\$66,456	\$67,954		

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE -
LOCAL 1199 - BASIC

Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Environmental Services Maid Laundry Worker	Mar-2003		\$8.37	\$8.65	\$9.91	\$10.39	\$10.89	\$11.39	\$11.49	\$11.58	\$11.67			
	Apr-2004	2.70%	\$9.19	\$9.67	\$10.18	\$10.67	\$11.18	\$11.70	\$11.80	\$11.89	\$11.99	\$12.30		
	Apr-2005	2.70%	\$9.44	\$9.93	\$10.45	\$10.96	\$11.49	\$12.01	\$12.12	\$12.21	\$12.31	\$12.63	\$12.95	
	Apr-2006	2.00%	\$9.63	\$10.13	\$10.66	\$11.18	\$11.72	\$12.25	\$12.36	\$12.46	\$12.55	\$12.89	\$13.21	\$13.52
	Apr-2007		\$9.63	\$10.13	\$10.66	\$11.18	\$11.72	\$12.25	\$12.36	\$12.46	\$12.55	\$12.89	\$13.21	\$13.62
Step 1a	\$8.77	(06)												
Step 2a	\$9.06	(06)												

Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Dietary Cashier Food Serv Prod Worker	Mar-2003		\$8.63	\$8.89	\$10.26	\$10.68	\$11.16	\$11.51	\$11.60	\$11.69	\$11.79			
Environmental Services Worker	Apr-2004	2.70%	\$9.67	\$10.11	\$10.54	\$10.97	\$11.46	\$11.82	\$11.91	\$12.01	\$12.11	\$12.43		
Laboratory Aide	Apr-2005	2.70%	\$9.93	\$10.38	\$10.82	\$11.26	\$11.77	\$12.14	\$12.23	\$12.33	\$12.44	\$12.77	\$13.09	
Linen Attendant	Apr-2006	2.00%	\$10.13	\$10.59	\$11.04	\$11.49	\$12.01	\$12.38	\$12.48	\$12.58	\$12.68	\$13.02	\$13.35	\$13.67
Watchman	Apr-2007		\$10.13	\$10.59	\$11.04	\$11.49	\$12.01	\$12.38	\$12.48	\$12.58	\$12.68	\$13.02	\$13.35	\$13.87
Patient Service Associate														
Step 1a	\$9.28	(06)												
Step 2a	\$9.57	(06)												

Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Anesthesia Aide Chief Laboratory Aide	Mar-2003		\$9.57	\$9.99	\$10.40	\$10.83	\$11.26	\$11.71	\$11.81	\$11.92	\$12.04			
Dietary Clerk	Apr-2004	2.70%	\$9.83	\$10.26	\$10.68	\$11.12	\$11.56	\$12.03	\$12.13	\$12.24	\$12.37	\$12.69		
IV Stock Technician	Apr-2005	2.70%	\$10.09	\$10.54	\$10.97	\$11.42	\$11.88	\$12.35	\$12.46	\$12.57	\$12.70	\$13.03	\$13.36	
Laboratory Transport/Delivery Courier	Apr-2006	2.00%	\$10.30	\$10.75	\$11.19	\$11.65	\$12.11	\$12.60	\$12.71	\$12.82	\$12.95	\$13.29	\$13.63	\$13.95
Operating Room Aide	Apr-2007		\$10.30	\$10.75	\$11.19	\$11.65	\$12.11	\$12.60	\$12.71	\$12.82	\$12.95	\$13.29	\$13.63	\$14.12
Patient Care Associate-Surgery Patient Technician Physical Therapy Aide Sterile Processing Technician 1 (formerly SPD Tech 1) Storeroom Helper Surgical Custodian Transport Attendant Custodian Hospitality Associate														

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE -
LOCAL 1199 - BASIC

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
4.5	Unit Secretary	Mar-2003		\$9.65	\$10.07	\$10.50	\$10.93	\$11.38	\$11.81	\$11.92	\$12.05	\$12.15			
		Apr-2004	2.70%	\$9.91	\$10.34	\$10.78	\$11.23	\$11.69	\$12.13	\$12.24	\$12.38	\$12.48	\$12.86		
		Apr-2005	2.70%	\$10.18	\$10.62	\$11.07	\$11.53	\$12.00	\$12.46	\$12.57	\$12.71	\$12.81	\$13.21	\$13.59	
		Apr-2006	2.00%	\$10.38	\$10.83	\$11.30	\$11.76	\$12.24	\$12.71	\$12.82	\$12.96	\$13.07	\$13.47	\$13.86	\$14.24
		Apr-2007		\$10.38	\$10.83	\$11.30	\$11.76	\$12.24	\$12.71	\$12.82	\$12.96	\$13.07	\$13.47	\$13.86	\$14.38
		June-08		\$10.38	\$10.83	\$11.30	\$11.76	\$12.24	\$12.71	\$12.82	\$12.96	\$13.07	\$13.47	\$13.86	\$14.92

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
5		Mar-2003		\$9.72	\$10.16	\$10.59	\$11.03	\$11.48	\$11.91	\$12.04	\$12.15	\$12.27			
	Dietary Storekeeper (non-supervisory)	Apr-2004	2.70%	\$9.98	\$10.43	\$10.88	\$11.33	\$11.79	\$12.23	\$12.37	\$12.48	\$12.60	\$13.04		
	Env Serv. Worker Foreman	Apr-2005	2.70%	\$10.25	\$10.72	\$11.17	\$11.63	\$12.11	\$12.56	\$12.70	\$12.81	\$12.94	\$13.39	\$13.82	
	Resp Care Limited Permit Holder 2	Apr-2006	2.00%	\$10.46	\$10.93	\$11.39	\$11.87	\$12.35	\$12.81	\$12.95	\$13.07	\$13.20	\$13.66	\$14.10	\$14.53
	Textile Foreman	Apr-2007		\$10.46	\$10.93	\$11.39	\$11.87	\$12.35	\$12.81	\$12.95	\$13.07	\$13.20	\$13.66	\$14.10	\$14.99
	Sterile Processing Technician 2 (formerly SPD Tech 2)														
	PCA-Team														
	Unit Technician														

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
5	Switchboard Operator	Apr-2007		\$10.59	\$11.30	\$12.02	\$12.73	\$13.44	\$13.65	\$13.86	\$14.11	\$14.99

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6	Chief Transport Attendant	Mar-2003		\$9.91	\$10.36	\$10.80	\$11.25	\$11.72	\$12.19	\$12.31	\$12.45	\$12.58			
	Cook	Apr-2004	2.70%	\$10.18	\$10.64	\$11.09	\$11.55	\$12.04	\$12.52	\$12.64	\$12.79	\$12.92	\$13.32		
	Materials Distribution Clerk	Apr-2005	2.70%	\$10.45	\$10.93	\$11.39	\$11.87	\$12.36	\$12.86	\$12.98	\$13.13	\$13.27	\$13.68	\$14.08	
	Multi-Service Technician (Beeghly)	Apr-2006	2.00%	\$10.66	\$11.15	\$11.62	\$12.10	\$12.61	\$13.11	\$13.24	\$13.39	\$13.53	\$13.95	\$14.36	\$14.76
	Transport/ Delivery Driver	Apr-2007		\$10.66	\$11.15	\$11.62	\$12.10	\$12.61	\$13.11	\$13.24	\$13.39	\$13.53	\$13.95	\$14.36	\$14.99
	Utility Worker														

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
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Job Title	Date		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Sterile Processing Head Technician	Oct-2008		\$10.66	\$11.15	\$11.62	\$12.10	\$12.61	\$13.11	\$13.24	\$13.39	\$13.53	\$13.95	\$14.36	\$15.35
Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Chief Switchboard Operator	Mar-2003		\$10.16	\$10.62	\$11.10	\$11.57	\$12.05	\$12.54	\$12.67	\$12.84	\$13.01			
	Apr-2004	2.70%	\$10.43	\$10.91	\$11.40	\$11.88	\$12.38	\$12.88	\$13.01	\$13.19	\$13.36	\$13.80		
	Apr-2005	2.70%	\$10.72	\$11.20	\$11.71	\$12.20	\$12.71	\$13.23	\$13.36	\$13.54	\$13.72	\$14.17	\$14.60	
	Apr-2006	2.00%	\$10.93	\$11.43	\$11.94	\$12.45	\$12.96	\$13.49	\$13.63	\$13.81	\$14.00	\$14.45	\$14.90	\$15.33
	Apr-2007		\$11.82	\$12.54	\$13.25	\$13.96	\$14.68	\$14.91	\$15.18	\$15.45	\$15.95			

WESTERN RESERVE CARE SYSTEM WAGE STRUCTURE -
LOCAL 1199 - BASIC

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
7	EKG Technician	Oct-2008		\$10.93	\$11.43	\$11.94	\$12.45	\$12.96	\$13.49	\$13.63	\$13.81	\$14.00	\$14.45	\$14.90	\$15.33
7	EKG Technician 2	Oct-2008		\$11.27	\$11.77	\$12.28	\$12.79	\$13.30	\$13.83	\$13.97	\$14.15	\$14.34	\$14.79	\$15.24	\$15.67
8	ER Tech - NMC	Mar-2003		\$10.39	\$10.89	\$11.39	\$11.88	\$12.36	\$12.86	\$13.04	\$13.18	\$13.36			
		Apr-2004	2.70%	\$10.67	\$11.18	\$11.70	\$12.20	\$12.69	\$13.21	\$13.39	\$13.54	\$13.72	\$13.92		
		Apr-2005	2.70%	\$10.96	\$11.49	\$12.01	\$12.53	\$13.04	\$13.56	\$13.75	\$13.90	\$14.09	\$14.29	\$14.49	
		Apr-2006	2.00%	\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$14.58	\$14.78	\$14.98
		Apr-2007		\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$14.58	\$14.78	\$15.20
8A	Surgical Technologist (formerly Surgical Technician)	Mar-2003		\$12.35	\$12.69	\$13.04	\$13.33	\$13.67	\$13.98	\$14.31	\$14.56	\$14.88			
		Apr-2004	2.70%	\$12.68	\$13.03	\$13.39	\$13.69	\$14.04	\$14.36	\$14.70	\$14.95	\$15.28	\$15.28		
		Apr-2005	2.70%	\$13.03	\$13.38	\$13.75	\$14.06	\$14.42	\$14.75	\$15.09	\$15.36	\$15.69	\$15.69	\$15.69	
		Apr-2006	2.00%	\$13.29	\$13.65	\$14.03	\$14.34	\$14.71	\$15.04	\$15.40	\$15.66	\$16.01	\$16.01	\$16.01	\$16.01
		Apr-2007		\$13.29	\$13.65	\$14.03	\$14.34	\$14.71	\$15.04	\$15.40	\$15.66	\$16.01	\$17.04	\$18.07	\$19.09
8B	Materials Handler	Mar-2003		\$12.96	\$13.09	\$13.28	\$13.47	\$13.63							
		Apr-2004	2.70%	\$13.31	\$13.44	\$13.64	\$13.83	\$14.00							
		Apr-2005	2.70%	\$13.67	\$13.81	\$14.01	\$14.21	\$14.38							
		Apr-2006	2.00%	\$13.94	\$14.08	\$14.29	\$14.49	\$14.66							
8C		Mar-2003		\$10.39	\$10.89	\$11.39	\$11.88	\$12.36	\$12.86	\$13.04	\$13.18	\$13.36			
		Apr-2004	2.70%	\$10.67	\$11.18	\$11.70	\$12.20	\$12.69	\$13.21	\$13.39	\$13.54	\$13.72	\$13.92		
		Apr-2005	2.70%	\$10.96	\$11.49	\$12.01	\$12.53	\$13.04	\$13.56	\$13.75	\$13.90	\$14.09	\$14.29	\$14.49	
		Apr-2006	2.00%	\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$14.58	\$14.78	\$14.98
		Apr-2007		\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$14.58	\$14.78	\$15.20
9	EEG Technician	Mar-2003		\$10.65	\$11.16	\$11.66	\$12.18	\$12.67	\$13.18	\$13.37	\$13.55	\$13.70			
		Apr-2004	2.70%	\$10.94	\$11.46	\$11.97	\$12.51	\$13.01	\$13.54	\$13.73	\$13.92	\$14.07	\$14.18		
		Apr-2005	2.70%	\$11.23	\$11.77	\$12.30	\$12.85	\$13.36	\$13.90	\$14.10	\$14.29	\$14.45	\$14.56	\$14.67	

Pharmacy Tech - Non Certified

Oct-2008

\$12.46 \$12.79 \$13.12 \$13.45 \$13.78 \$14.11 \$14.44 \$14.77 \$15.10 \$15.43 \$15.76 \$16.08

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
9A	Surgical Assistant	Mar-2003		\$12.63	\$12.94	\$13.29	\$13.61	\$13.92	\$14.24	\$14.56	\$14.81	\$15.14			
		Apr-2004	2.70%	\$12.97	\$13.29	\$13.65	\$13.98	\$14.30	\$14.62	\$14.95	\$15.21	\$15.55	\$15.55		
		Apr-2005	2.70%	\$13.32	\$13.65	\$14.02	\$14.35	\$14.68	\$15.02	\$15.36	\$15.62	\$15.97	\$15.97	\$15.97	
		Apr-2006	2.00%	\$13.59	\$13.92	\$14.30	\$14.64	\$14.98	\$15.32	\$15.66	\$15.93	\$16.29	\$16.29	\$16.29	\$16.29
		Apr-2007		\$13.59	\$13.92	\$14.30	\$14.64	\$14.98	\$15.32	\$15.66	\$15.93	\$16.29	\$17.31	\$18.33	\$19.37

Grade	Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
10	Certified Pharmacy Technician	Oct-2008		\$12.81	\$13.12	\$13.43	\$13.74	\$14.05	\$14.36	\$14.67	\$14.98	\$15.29	\$15.60	\$15.91	\$16.19

EASTERN RESERVE CARE SYSTEM WAGE STRUCTURE -
LOCAL 1199 - BASIC

Job Title	Date	%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Stationary Boiler Fireman	Mar-2003		\$13.24	\$13.59	\$13.92	\$14.26	\$14.63	\$14.98	\$15.37	\$15.77	\$16.15			
Electroneurodiagnostic (END) Technician	Apr-2004	2.70%	\$13.60	\$13.96	\$14.30	\$14.65	\$15.03	\$15.38	\$15.78	\$16.20	\$16.59	\$16.90		
	Apr-2005	2.70%	\$13.96	\$14.33	\$14.68	\$15.04	\$15.43	\$15.80	\$16.21	\$16.63	\$17.03	\$17.35	\$17.66	
	Apr-2006	2.00%	\$14.24	\$14.62	\$14.98	\$15.34	\$15.74	\$16.12	\$16.54	\$16.97	\$17.37	\$17.70	\$18.02	\$18.33
Painter	Mar-2003		\$10.39	\$10.89	\$11.39	\$11.88	\$12.36	\$12.86	\$13.04	\$13.18	\$13.36			
	Apr-2004	2.70%	\$10.67	\$11.18	\$11.70	\$12.20	\$12.69	\$13.21	\$13.39	\$13.54	\$13.72	\$14.75		
	Apr-2005	2.70%	\$10.96	\$11.49	\$12.01	\$12.53	\$13.04	\$13.56	\$13.75	\$13.90	\$14.09	\$15.15	\$16.17	
	Apr-2006	2.00%	\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$15.45	\$16.50	\$17.52
	Apr-2007		\$11.18	\$11.72	\$12.25	\$12.78	\$13.30	\$13.84	\$14.03	\$14.18	\$14.37	\$15.45	\$16.50	\$18.32
Oncology Assistant	Mar-2003													
	Apr-2004		\$14.13	\$14.30	\$14.50	\$14.75	\$14.95							
	Apr-2005		\$14.51	\$14.69	\$14.89	\$15.15	\$15.34							
	Apr-2006		\$14.80	\$14.98	\$15.18	\$15.45	\$15.65							
Mechanic Foreman=additional \$1.00/hour	Mar-2003		\$14.05	\$14.38	\$14.71	\$15.05	\$15.40	\$15.76	\$16.13	\$16.51	\$16.89			
	Apr-2004	2.70%	\$14.43	\$14.77	\$15.11	\$15.46	\$15.82	\$16.19	\$16.57	\$16.96	\$17.35	\$17.61		
	Apr-2005	2.70%	\$14.82	\$15.17	\$15.52	\$15.87	\$16.24	\$16.62	\$17.01	\$17.41	\$17.81	\$18.08	\$18.35	
	Apr-2006	2.00%	\$15.12	\$15.47	\$15.83	\$16.19	\$16.57	\$16.95	\$17.35	\$17.76	\$18.17	\$18.45	\$18.72	\$18.98
Lead Chef	Apr-2006		\$15.22	\$15.50	\$15.83	\$16.12	\$16.45							
Licensed Practical Nurse (Newer LPN's hired after 3/1/01)	Mar-2003		\$14.40	\$14.75	\$15.19	\$15.61	\$16.02	\$16.45	\$16.91	\$17.40				
	Apr-2004	2.70%	\$14.79	\$15.15	\$15.60	\$16.03	\$16.45	\$16.89	\$17.37	\$17.87				
	Apr-2005	2.70%	\$15.19	\$15.56	\$16.02	\$16.46	\$16.90	\$17.35	\$17.84	\$18.35				
	Apr-2006	2.00%	\$15.49	\$15.87	\$16.34	\$16.79	\$17.23	\$17.70	\$18.19	\$18.72				
Licensed Practical Nurse IV (Newer LPN's hired after 3/1/01)	Mar-2003		\$14.97	\$15.56	\$16.18	\$16.83	\$17.50	\$18.20	\$18.93	\$19.69				
	Apr-2004	2.70%	\$15.37	\$15.98	\$16.62	\$17.28	\$17.97	\$18.69	\$19.44	\$20.22				
	Apr-2005	2.70%	\$15.79	\$16.41	\$17.07	\$17.75	\$18.46	\$19.20	\$19.97	\$20.77				
	Apr-2006	2.00%	\$16.11	\$16.74	\$17.41	\$18.11	\$18.83	\$19.58	\$20.37	\$21.18				

**FORUM HEALTH SYSTEM WAGE STRUCTURE
SEIU - PATIENT FINANCIAL SERVICES**

Schedule	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5
L01	Customer Service Representative	Apr-2004	\$9.72	\$10.80	\$11.89	\$13.00	\$14.29
	Cash Application Clerk	Apr-2005	\$9.98	\$11.09	\$12.21	\$13.35	\$14.68
	Claims Processor	Apr-2006	\$10.18	\$11.31	\$12.46	\$13.62	\$14.97
	Financial Counselor						
	Insurance Collector						
	Support Service						
	Payment Analyst						
L01A	Reimbursement Validation Specialist	Apr-2004	\$10.20	\$11.34	\$12.49	\$13.65	\$15.00
	Technical Appeals Coordinator	Apr-2005	\$10.48	\$11.65	\$12.82	\$14.02	\$15.40
		Apr-2006	\$10.69	\$11.88	\$13.08	\$14.30	\$15.71

APPENDIX C

FORUM HEALTH PLAN

BENEFIT	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
deductible	\$150 Per covered person	\$250 Per covered person
Calendar Year	\$300 Per family	\$500 per family
Out-of-Pocket Maximum	\$1,500 Per covered person	None
Calendar Year	\$3,000 Per family	
Lifetime Maximum	2 Confinements for inpatient drug and alcohol abuse services	No off-panel benefits for mental health, alcohol and/or drug abuse services.
	All covered services have a \$2,000,000 maximum (Combined panel & non-panel services)	All non-panel covered services have a maximum of \$250,000
Claim Filing Period	Claims submitted for payment more than 12 months after date of service are not eligible for reimbursement	
Eligible Dependent Age	Age 19; 23 must be a full-time student enrolled for at least 12 hours or more per quarter and an IRS tax exemption	
<u>HOSPITAL SERVICES</u>		
Inpatient Services - (excluding mental health, alcohol & drug abuse)	100% of preferred provider's approved charge	60% of preferred provider's approved charge.
	No inpatient day calendar year maximum	
Inpatient Maternity Services	100% of preferred provider's approved charge	160% of approved provider's charge Services covered for employee or spouse ONLY
Outpatient Services - excluding alcohol & drug abuse	100% or preferred provider's approved charge	60% of preferred provider's approved charge
<u>PHYSICIAN SERVICES</u>		
Anesthesia	100% or preferred provider's approved charge	60% of preferred provider's approved charge
Outpatient Medical Services	100% or preferred provider's approved charge	60% of preferred provider's approved charge
<u>DIAGNOSTIC SERVICES</u>	100% of preferred provider's approved charge at facility, 60% Physician office (100% CLIA waived labs in physician office and x-rays in orthopedic and podiatry offices)	60% of preferred provider's approved charge
<u>PHYSICAL/OCCUPATIONAL THERAPY</u>		
Home Visits for sickness or injury	\$15.00 Copay per visit	60% of preferred provider's approved charge
Diagnostic testing, injections, serum and medicine	80% of preferred provider's approved charge	60% of preferred provider's approved charge
<u>EMERGENCY CARE</u>		
Stable or Life-Threatening Conditions	\$25.00 Copay Waived if admitted	\$25.00 Copay Waived if admitted
Emergency Room Non-Life Threatening Condition	\$50.00 Copay per visit	60% of preferred provider's approved charge
Intensive Care Facility	\$25.00 Copay per visit	No covered unless traveling outside the service area then \$25.00 Copay
<u>PREVENTATIVE CARE</u>		
Preventive Office Visits	\$15.00 Copay per visit	No Coverage
Preventive Physical (1/calendar year)	\$15.00 Copay per visit includes approved screenings	No Coverage
Preventive OB/GYN (1/calendar year)	\$15.00 Copay per visit includes mammogram & pap smear	No Coverage
Infant Care	\$15.00 Copay per visit includes immunizations	No Coverage
Immunizations	included in above office visit	No Coverage
<u>MENTAL HEALTH ALCOHOL/DRUG ABUSE SERVICES</u>		
Inpatient Services for Mental Health, Alcohol & Drug Abuse	100% of preferred provider's approved charge 20 days inpatient maximum per calendar year Partial Hospital Program (PHP) - 100% preferred provider's approved charge, 30 days maximum per calendar year Inpatient days apply to PHP Maximum	No coverage
Outpatient Services for Mental Health, Alcohol & Drug Abuse	60% of preferred provider's approved charge, 30 visit maximum per calendar year Combined benefit for mental health, alcohol & drug abuse All inpatient and intensive outpatient hospital services require precertification by Premier	No Coverage

FORUM HEALTH PLAN

BENEFIT	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
Office Visits	Non-emergency 80% of preferred provider's approved charge	60% of preferred provider's approved charge
	Emergency services covered at 100% of preferred provider's approved charge	Emergency services covered at 100% of preferred provider's approved charge
Medical Equipment	80% of preferred provider's approved charge	60% of preferred provider's approved charge
Skilled Nursing	80% of preferred provider's approved charge	60% of preferred provider's approved charge
	120 days per calendar year	
Home Health Care	80% of preferred provider's approved charge	60% of preferred provider's approved charge
	100 visits per calendar year	
Chiropractic	Not covered	60% of preferred provider's approved charge
		10 visit maximum per individual per calendar year
Prescription Drug	Mail Order	
	\$9.00 copay for generic drug - up to a 34 day supply	
	\$15.00 copay for brand drug - up to a 34 day supply	
	Mail Order	
	\$18.00 copay for generic drug - up to a 90 day supply	
	\$30.00 copay for brand drug - up to a 90 day supply	
	\$120.00 Out-of-Pocket maximum per family per month mail order only	

Percentages do not apply to the deductible or out-of-pocket maximum

Percentages do apply to the deductible and out-of-pocket maximum

	FORUM HEALTH DENTAL PLAN NO NETWORK
Annual Maximum	\$1,000 per individual
	\$50 per individual \$100 Per Family
Coinsurance	90% Deductible does not apply
	80% After deductible
Alternative	50% After deductible
	60% after deductible no age limit
Lifetime Maximum	\$1000 Per individual

VSP PLAN A (OPTION 1)

	Member Doctor	Non-Member Doctor
Office Visits	\$15.00 Copay then 100%	up to \$35.00
Contact Lenses	up to \$40.00 per pair	up to \$40.00 per pair
Soft Lenses	up to \$60.00 per pair	up to \$60.00 per pair
Hard Lenses	up to \$80.00 per pair	up to \$80.00 per pair
Specialty Lenses	up to \$100.00 per pair	up to \$100.00 per pair
	up to \$50.00	up to \$50.00
Contact Lenses Evaluation & Fitting	up to \$70.00 in lieu of Lenses & Frames	up to \$70.00 in lieu of Lenses & Frames
	every 12 months	
	every 24 months	
	every 24 months	
	VSP providers offer the patient a 20% discount on Glasses (lenses & Frames). VSP includes a 15% discount off the doctor's professional services with the purchase of prescription contact lenses.	

This comparison is intended to be a brief outline of benefits available. It does not include all of the benefits or exclusions. The entire provisions of the plan and all exclusions are contained in the Master Plan Document. In the event of a conflict between the Master Plan Document and this description, the Master Plan Document will prevail.

**APPENDIX D
FORUM PLAN PREMIUMS**

EFFECTIVE 1/1/09

FORUM HEALTH PLAN COVERAGE

PER PAY PERIOD

**MEDICAL, PRESCRIPTION, DENTAL AND
VISION**

	MED/RX	DEN/VIS	TOTAL	
SINGLE	\$ 88.73	\$4.90	\$ 93.63	90% PER PAY PERIOD
SINGLE	\$59.15	\$3.27	\$62.42	60% PER PAY PERIOD
SINGLE	\$39.43	\$2.18	\$41.61	40% PER PAY PERIOD
SINGLE	\$18.43	\$1.57	\$20.00	<i>REFER TO FULL TIME INSU</i>
SINGLE X 2 -	\$177.45	\$9.80	\$187.26	90% PER PAY PERIOD
SINGLE X 2 -	\$118.30	\$6.54	\$124.84	60% PER PAY PERIOD
SINGLE X 2 -	\$78.87	\$4.36	\$83.22	40% PER PAY PERIOD
SINGLE X 2 -	\$27.90	\$2.10	\$30.00	<i>REFER TO FULL TIME INSU</i>
FAMILY -	\$244.30	\$16.41	\$260.71	90% PER PAY PERIOD
FAMILY -	\$162.86	\$10.94	\$173.81	60% PER PAY PERIOD
FAMILY -	\$108.58	\$7.29	\$115.87	40% PER PAY PERIOD
FAMILY -	\$31.85	\$3.15	\$35.00	<i>REFER TO FULL TIME INSU</i>

PAYROLL DEDUCTED CO-PAYS ARE CALCULATED ACCORDING TO QUARTER AVERAGE:

**AVERAGE HOURS PER
WEEK
PREVIOUS QUARTER**

% EMPLOYEE PAID

%HOSPITAL PAID

< 15.9	90%	10%
16 - 23.9	60%	40%
24 - 31.9	40%	60%
32 +	<i>REFER TO FULL TIME INSURANCE BENEFIT PLAN</i>	

APPENDIX E

SIDE LETTER OF AGREEMENT (WRCS PROFESSIONAL UNIT)

This confirms that for the duration of the recently concluded Collective Bargaining Agreement, the Hospital and Union agreed to the following which includes items contained in the prior side letter as well as new items:

1. The Employer agrees that work customarily performed by employees who are bargaining unit members will continue to be performed by employees within the bargaining unit, and such work will not be performed by the supervisors or other personnel not included in the bargaining unit except as provided for under Article 41, Section 1 of the Agreement and except as follows:

- a) Pediatric blood collection (but not the collection of capillary gases);
- b) O'Sullivan testing; and
- c) Bedside glucometer testing by Registered Nurses which is either of an emergency nature or of a frequency of testing of one hour or less or where performed for pre-meal insulin coverage.
- d) When a staffing shortage will affect patient care.

The following tests performed outside the Main Lab:

<u>TEST</u>	<u>PERFORMED BY</u>	<u>LOCATION</u>
Activated clotting time	Nursing, Perfusionist	INW, NMIC, NCTU, Surgery, Cardio Cath Lab
Specific Gravity	Nursing	TOD 1
Beta Strep Screen	Physicians	Pediatric Clinic
Micro Sed Rate	Nursing	TOD 1
Urine Qualitative Dipstick	Nursing	Most Nursing Units
Occult Blood	Nursing	Most Nursing Units
Gramstain	Physician	Clinics
KOH preps for yeast	Physician	Delivery, Emergency, Prenatal Clinic
Wet mount preps for Trichomonas	Physician	Delivery, Emergency, Prenatal Clinic

The locations identified above are for purposes of current identification only. If a unit is moved or relocated the parties recognize that such testing by nonbargaining unit personnel may continue. The relocation of a unit will preserve the Employer's rights under this Section, but will not expand the Employer's rights.

This Agreement does not modify any Collective Bargaining Agreement provisions relating to contracting out work. To the extent that work customarily performed by the Union (laboratory) bargaining unit employees is currently being performed by other personnel not included within the bargaining unit, such overlap of work may continue.

Unit employees in the Laboratory will assist in maintaining the overall nonsupervisory responsibility and authority to oversee any point of care testing performed in the above areas. Those responsibilities include, but are not limited to, writing procedures, assuring competency of

testing personnel, monitoring quality control and proficiency testing, and applying the accreditation standards of the Laboratory.

If the Employer believes that modification of this side letter is necessary to meet patient care needs, the Employer will, before implementing any change in assignment, notify the Union and fully discuss what modification, if any, is necessary to meet patient care needs. Upon mutual agreement, the parties will reduce their agreement to writing and proceed in accordance with that agreement.

2. The following represents the parties' settlement concerning Grievance No. 8706-PEA (S). The parties understand that this settlement is non-precedential. Furthermore, the parties understand that a settlement proposal or any withdrawal or modification of a proposal by either party does not constitute a waiver by that party of the interpretation it places on the current language of the contract or an admission that the contract language does not mean what is contained in the proposed settlement.

a) The Employer may utilize three (3) 12:00 p.m. - 8:30 p.m. schedules per day throughout the Laboratory, provided that these positions are staffed solely by seniority. In the event that a more senior employee is not interested in working in one of these positions with this particular start time, it will be staffed by the least senior employee. If the job assignment for these 12:00 - 8:30 positions requires additional training, and none of these employees that have requested the specific training is willing to work the 12:00 - 8:30 schedule, then the Employer shall provide the additional training to the least senior employee(s).

b) The Employer reserves whatever rights it currently has to create new start times. However, should the Employer create new start times outside of the following window periods for each shift, employees will be assigned to the positions affected by those start times solely according to their seniority as set forth in Appendix A, Seniority Grid. Where necessary, the Employer will provide training as set forth in subparagraph (a).

Day shift	4:30 a.m. - 10:00 a.m.
Afternoon shift	3:00 p.m. - 5:00 p.m.
Night shift	10:00 p.m. - 12:00 midnight

Notwithstanding the foregoing, the Union has reserved its rights to grieve the creation of any new start times or shifts, but the parties recognize that the Laboratory may schedule no more than five (5) employees at a start time as early as 4:30 a.m.

c) The Employer agrees that the failure or refusal of a more senior employee to opt for a position with a start time outside of the window periods referred to in subparagraph (b), will not prevent that employee from bumping into any other shift or start time where his or her seniority will allow in accordance with Article 17, Section 8. For example, if a senior employee on afternoon shift wants to bump into the day shift, the Employer will no longer compel that employee to accept a 12:00 - 8:30 position if the employee prefers a start time within the day shift window period, and has more seniority than an employee with the desired start time.

d) The Union agrees that an employee who receives training because of his or her working at 12:00 - 8:30 p.m. schedule will not transfer out of the 12:00 - 8:30 p.m. schedule for six months from the commencement of the training.

3. Trades of weekends will not be arbitrarily denied where the employees involved are qualified to do the work. Trades may be denied where premium pay situations will result from the trades.

4. The following pay rates will apply in the following situations:

- 2 X - 8th straight day, 4th consecutive weekend, Holiday and a forth consecutive weekend, and a 4th weekend overtime.
- 3 X - 4th consecutive weekend double time Holiday.
- 3-1/2 X - 4th weekend 8th straight day overtime, Holiday 4th weekend, and 8th straight day, Holiday 4th weekend overtime.
- 4-1/2 X - 4th consecutive weekend 8th straight day double time Holiday.
- 5 X - Holiday 4th consecutive weekend 8th straight day overtime.

5. Provided sufficient volumes continue at least at 75% of the level in effect on May 1, 1998, the Employer will maintain the four Head Techs established to cover the afternoon and night shifts and will continue to grandfather the consolidated dual Head Tech positions until either of the dual Head Techs in a consolidated division leaves the position.

6. The Employer is willing to increase the number of personal days allowed per week should the calculations performed by the Employer leading to the increase of one per week prove insufficient to cover personal days scheduling.

7. The parties agree that the Holiday Rotation shall prevail over the Weekend Rotation.

8. As a result of staffing shortages in the Pharmacy Department for Pharmacists, the parties hereby agree as follows:

a) The Employer may use temporary agency staffing to fill its short-term staffing needs. This temporary staff will be permitted for 120 days. The Employer will exercise every reasonable effort to recruit additional personnel. Such effort will be reviewed with the Union every 30 days. At the end of 120 days the staffing issue will be reviewed with the Union and as long as the Employer has acted in good faith to recruit staff and staffing shortages still exist the Union will not reasonably withhold additional extensions of 120 days each.

b) Employees who work through a temporary agency will not be subject to the collective bargaining agreement. Their wages and benefits are determined by their own agency. They will not have to join the Union. It is recognized that such staff will have to work on the day and afternoon shifts.

c) Additional shifts will be made available to employees on a voluntary basis prior to being assigned to temporaries or per diems.

d) The Union agrees that the Employer may pay for experience by hiring up to the third step wage scale for new hires.

e) The Employer will continue the 10-hour shifts that exist. A pharmacist who works the steady night shift will work 7 days (70 hours) but will be paid for 80 hours. Any time taken off by the individual that is paid time will be done in 10-hour increments to the maximum that they are entitled to. The pharmacists on this schedule will not be entitled to benefits in excess of other employees. For example, if a person takes a sick day they will be paid for 10 hours of sick leave, assuming that they have the sufficient balance. The same will be true for vacation or personal days. The hours paid but not worked will be considered worked time for all purposes under the collective bargaining agreement. Registered Pharmacists assigned to the night shift will receive a shift differential of \$4.00 per hour.

f) The Employer will continue the current seven on, seven off program on the afternoon shift. To get on or off a 7-day shift, the Pharmacist must give at least 90 days notice before the desired change. Available shifts will be offered in accordance with seniority. A Pharmacist exercising the option to get on or off a 7-day shift may not get on or off such a shift for at least 18 months later.

g) With regard to recruitment and retention bonuses for Pharmacists, see the two (2) April 21, 2004 Memoranda of Understanding between the parties.

9. When disaster warning notices are issued, the Employer will insure that staff housed in temporary trailers receive these notices.

10. The Employer will increase utilization of Pharmacy Technicians to expand their role in Pharmacy. This will be achieved in part by additional training.

11. Upon request by either party, a voluntary staffing and scheduling committee will be established within particular departments to examine staffing and scheduling issues.

**SIDE LETTER TO THE AGREEMENT
RELOCATION OF LOW VOLUME TESTING**

The Department of Laboratories may relocate low volume testing between the campuses in its discretion. Such relocations of low volume testing, however, will not result in the relocation of bargaining unit employees employed in the laboratory as of May 1, 2004, nor will such test volume relocations result in the layoff of any employees employed in the laboratory.

CROSS TRAINING SIDE LETTER OF AGREEMENT

There will be no external departmental cross training for Lab Tech positions at Northside Medical Center. Cross training within the Lab Tech job title will continue according to present practice.

The Employer shall not create cross-training opportunities, as described in Article 18, Cross Training, for any functions of the LPN for the purpose of taking such function(s) away from the LPN and giving it to another job title.

TMH NURSING SIDE LETTER

Full-time thirty-two (32) hour per week four (4) days per week may be offered for afternoon shift (2 p.m. - 10:30 p.m.) where vacancies currently exist. These positions will be considered full-time for all purposes. Those LPNs currently working the thirty-two (32) hour four (4) day/week positions as full-time employees will continue to do so.

RESPIRATORY SIDE LETTER OF AGREEMENT

Section 1. Within three (3) months of signing this Agreement, the parties will meet and discuss returning respiratory functions to the Respiratory Department with no loss of LPN positions.

Section 2. The TMH Respiratory Department will maintain, as operational needs dictate, at least the following number of employees indicated in the following areas:

- | | | |
|-----|------------------------|---|
| (a) | Day shift bronchoscopy | 2 |
| (b) | Pulmonary function | 1 |
| (c) | Rehab | 1 |
| (d) | Polysomography | 1 |
| (e) | Afternoon shift | 1 |
| (f) | Midnight shift | 1 |

The reference to Rehab may be deleted so long as the Rehab function is performed outside the Respiratory Department.

Section 2. The current practice of daily rotational work assignments within the respiratory department will continue. The only exception will be pulmonary functions, polysomograph, and bronchoscopy.

SIDE LETTER AGREEMENT MISCELLANEOUS ISSUES

This letter sets forth certain understandings the parties have reached during negotiations over their 2004 collective bargaining agreement.

First, the parties have agreed to delete the Systems Manager Pathology title from the list of positions falling within the Trumbull Business Office Unit. The position has been moved to the Trumbull Professional Unit and renamed Laboratory Information System Manager. However, the current incumbent in that position shall remain in the Trumbull Business Office Unit for as long as he remains in the Laboratory Information Systems Manager position. If and when the incumbent vacates the position, the Employer shall follow procedures applicable to the Trumbull Professional Unit in filling the position, and individuals who thereafter fill the Laboratory Information Systems Manager position shall be considered part of the Trumbull Professional Unit. Movement of this position to the Trumbull Professional Unit is contingent on the Employer's agreement to require a Registered Medical Technologist credential for the position.

Second, the parties agree that "Hospital Seniority" for Dietitians who began their employment with the Employer and then were employed with Servicemaster at the Employer's facilities shall include both periods of employment; provided, however, that employment with Servicemaster will not count for purposes of the pension plan. For Dietitians who began their employment with Servicemaster at Employer's facilities and then worked directly for Employer, both periods of employment shall be included for purposes of calculating Departmental Seniority.

Third, the parties agree that for Trumbull Memorial Hospital medical imaging technologists and those technologists who perform imaging functions in the Cath Lab and Radiation Therapy, Departmental Seniority will be the length of time these employees have been continuously employed in their current area (i.e., Diagnostic Radiology, Interventional Radiology, CT, MRI, Ultrasound, Nuclear Medicine, Radiation Therapy, Cardiac Cath Lab, or Mammography). Accordingly, in scheduling vacations or making other decisions that the parties' Agreement requires to be based on Departmental Seniority, the above employees' Departmental Seniority in the area in question will be used. This Side Letter and the parties' Agreement shall not limit or restrict the Employer's current practice of cross-area scheduling and pulling.

**SIDE LETTER OF AGREEMENT
WRCS BASIC AND WRCS TECHNICAL**

The following Side Agreement has been modified as shown by the parties pursuant to the 2003-04 renewal negotiations:

March 1, 2001

Mr. William M. Padisak
President/Business Agent
S.E.I.U. Local 627
3657 Belmont Ave.
Youngstown, OH 44505

RE: Side Agreement to the Collective Bargaining Agreements (WRCS BASIC and WRCS TECH)

Dear Mr. Padisak:

The following sets forth the understandings reached during our recently concluded collective bargaining negotiations which we agreed should be placed in a side letter of agreement. This reflects language kept from our old side letter plus additions from the new agreement.

The parties agree as follows:

1. New Start Rates. Employees hired after May 1, 1998 into Labor Grade 2 or 3 positions will be hired at a rate of \$.75 per hour less than the start rate in the wage scales attached hereto as Exhibit B. After 12 months of employment they then will advance to a wage \$.50 per hour less than the start rate and on their third anniversary of employment will be placed at the start rate. Thereafter, they will advance in the same manner as all other employees. However, should employees be promoted to Labor Grade 4 or above at any time, they will be placed on the wage schedule at the appropriate step.
2. The addition of the IV Stock Technician will not result in reduction of the number of full-time or part-time Pharmacy Technician positions or hours.
3. The Hospital will provide skills review, CPR, ACLS, PALS, and NPR on work time where applicable.
4. For the Department of Radiology, individuals who receive a dual certification in Vascular, OB-GYN, or ABD will receive a \$200 bonus for each of the additional certifications on receipt of written notice to the Hospital of completion of the additional certification.
5. The Hospital will continue for the Respiratory Department the primary assignment of Pediatrics on all shifts as a pilot program. Employees designated with a primary assignment of pediatrics will receive \$.35 per hour for their entire shift. Two employees will be designated for each shift and will receive the premium for the entire shift. Other employees in the Respiratory Department who are not primarily assigned to Pediatrics who are pulled there will be entitled to the differential of \$.35 per hour when temporarily assigned for the entire shift

if they work a majority of the shift in Pediatrics. Any employee replacing a primary will be paid the differential for the entire shift. The parties have also agreed that a new student position at wage Grade 7T has been continued.

However, should the Hospital deem it appropriate to then fill the vacant Grade 2 Food Service position with the same being awarded to other than a Food Service employee, that employee will be a Grade 2 for displacement even though they will be paid a Grade 3 rate of pay.

6. The Hospital will increase utilization of Pharmacy Technicians to expand their role in Pharmacy. This will be achieved in part by additional training.

7. In the Technical Unit the Hospital will pilot a primary pulmonary care therapist assignment.

8. For the Technical Unit the Parties expect to continue the current practice of restricting radiology on call to one campus. In the event the need arises to change this practice the Hospital agrees to meet and discuss the matter with the Union prior to any change.

9. Upon request by either party, a voluntary staffing and scheduling committee will be established within particular departments to examine staffing and scheduling issues.

10. Respiratory Techs who obtain their Neonatal Registry shall receive a one time bonus of \$300.00.

11. Non-registered ultrasound technicians who take and successfully pass either the vascular registry or the OB/GYN, abdominal registry will move to the Registered Ultrasound Technician rate. Upon successful completion and receipt of registry in the second modality, they will advance to the vascular wage rate.

Current non-registered ultrasound technicians as of April 5, 2001 who take and successfully pass their first registry, will be paid the difference, up to an additional \$300.00, which is in addition to the contractual CEU allowance. This will be in effect for the term of this contract.

/s/ Jon R. Steen
Jon R. Steen
Corporate Director
Human Resources Counsel

/s/ Robert Moore
Robert Moore

Approved:

/s/ William M. Padisak
William M. Padisak, President, S.E.I.U. Local 627

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU/DISTRICT 1199 (UNION) AND FORUM HEALTH (EMPLOYER)
PHARMACY**

The following Memorandum of Understanding is entered into between the Employer and the Union and shall be considered part of the Collective Bargaining Agreement and as such shall be subject to the grievance procedure. This Agreement shall be liberally interpreted to carry out the intentions of the parties.

The night shift Pharmacists will work seven (7) consecutive ten (10) hour night shifts, and the evening shift Pharmacists will work seven (7) consecutive ten (10) hour evening shifts, and each shall then have seven (7) days off.

The current practice at the respective campuses will continue with regard to the scheduled work week.

The Pharmacists will receive eighty (80) hours pay provided the Pharmacist works the scheduled seven (7) consecutive shifts or replaces scheduled workdays with pre-scheduled time off.

Personal, vacation and sick leave will be paid in ten (10) hour increments.

The 7-on/7-off Pharmacist at the Trumbull campus will not take vacation during prime time (June 1 - August 31). Otherwise, vacations will be assigned in accordance with Article 30, Vacations and departmental policy.

Holidays will be worked as they fall.

Switching of schedules that would result in overtime is prohibited.

Call offs/requested days off are to be replaced by an eight (8) hour Pharmacist.

**LETTER OF UNDERSTANDING
PER DIEM POOL**

The parties agree that as of the effective date of this Agreement, the following employees shall be deemed grandfathered per diem employees as identified in Article 15, Section 9, Per Diem Pool:

Debbie White
Sharon Smith
Mary Tabor
Sue Shew
Marilyn Stevens

**MEMORANDUM OF UNDERSTANDING
DIETITIANS & SOCIAL WORKERS**

Except as otherwise agreed, the parties agree that the Dietitians and the Social Workers shall have the rights and benefits, and obligations, set forth in this Agreement associated with their respective Unit, campus, and/or department. To the extent this Agreement contradicts the Employer's policies with respect to the Dietitians and Social Workers, the Agreement prevails. Where the Agreement is silent, the Employer's terms and conditions set forth in its policies will prevail.

**MEMORANDUM OF UNDERSTANDING
WRCS BASIC UNIT PARITY**

In the applicable pay grades as determined by the parties, the top wage rate in effect for the WRCS Basic Unit on April 1, 2007 shall be an amount equal to the top wage rate of the respective pay grade for AFSCME effective April 1, 2007.

**MEMORANDUM OF UNDERSTANDING
MEDICAL IMAGING**

The following Memorandum of Understanding is entered into between The Employer and the Union for the purposes of recruitment and retention of Medical Imaging personnel and to substantially reduce or potentially eliminate the use of Agency staff. The parties agree as follows:

(1) WRCS employees may either participate in their current recognition day program or the bonus program contained in this paragraph but not both. Full-time technologists who work an additional approved 20 hours (excluding all call/call out hours as well as end of shift extra hours that are not pre-approved) in a four-week scheduling period and do not report off work due to illness or absence during this period, will receive an additional \$175.00 bonus. Part-time technologists who work an additional approved 40 hours (excluding call/call out hours as well as end of shift extra hours that are not pre-approved) in a four-week scheduling period and do not report off work due to illness or absence during this period will receive an additional \$175.00 bonus. This incentive replaces the current recognition day provision for the applicable employees at WRCS who chose this bonus rather than the current recognition program.

(2) Per Diem technologists are not eligible for the bonus above in Paragraph 1.

(3) The prior agreement on "X" and "Z" time is terminated with the implementation of this agreement.

(4) TMH and WRCS agree to continue their efforts to fill all vacant positions for Technologists. SEIU on behalf of the employees commits to the elimination of the need for use of Agency staff by: volunteering for the filling of holes in the schedule, working short, agreeing that Management may perform bargaining unit work when necessary to no greater extent than current practice. The parties recognize that the incentive for the Hospitals to enter into this Agreement is to substantially reduce or eliminate the use of Agency staff. Specifically, the agreement is that the need for the use of Agency will be substantially reduced or eliminated.

(5) Any party may terminate this Agreement by providing ten (10) days notice of the termination. At that time, this Agreement will no longer be in effect and the additional incentives herein shall terminate. However, the Hospitals will assess the progress made toward the elimination of agency staff, as well as the issues of recruiting and will not exercise their right to terminate this agreement without a full discussion of the matter with the Union.

(6) The scheduling process shall involve the above incentives for the picking up of additional hours and to reduce or avoid the use of agency. The following steps are taken currently during the scheduling process but are reflected here to memorialize the process and to add clarification to the scheduling of agency staff.

- (a) Staff are scheduled to their bid shifts in the department by classification.
- (b) Part-time employees in the department are provided additional hours.
- (c) Volunteers for overtime by seniority within a classification/department.
- (d) Per diems are offered extra hours (at TMH).
- (e) Volunteers for overtime outside of their classification/department within

the campus.

- (f) Volunteers for overtime from another campus.
- (g) Per diems are offered extra hours (at WRCS).
- (h) Agency staff are assigned.

Only as a last resort will regular staff be displaced from a bid shift due to the placement of agency staff. In such an event the matter will be discussed with the Union to see if any other alternative may be more acceptable.

**MEMORANDUM OF UNDERSTANDING
X-TIME/Z-TIME/BONUS**

The following Memorandum of Understanding (MOU) is entered into between the Employer and the Union for the purpose of facilitating weekday scheduling within the Nursing Department. This MOU shall be considered a part of the collective bargaining agreement (CBA) between the Employer and the Union and shall be subject to the grievance procedure contained therein and this agreement shall be liberally interpreted to carry out the intentions of the parties. The parties agree as follows:

The Employer agrees to offer "X-Time" to Licensed Practical Nurses in its discretion in accordance with the CBA and the established practices.

All Licensed Practical Nurses (Full-Time, Part-Time, Per Diem):

(1) "X-Time," which will be paid at \$3.00 per hour over and above the LPN's regular rate of pay, according to classification seniority, for additional hours worked above their contracted hours of work beginning Monday at 6:00 a.m. through Friday, 2:00 p.m. "X-Time" will be paid in no less than one-hour increments.* When an LPN is working "X-Time" that is not pre-scheduled, he/she will be excluded from working mandatory overtime for the next shift.

(2) LPNs who sign-up on the extra hours list will be offered to work "X-Time" first. After the extra hours list has been called, voluntary "X-Time" will be initialed by the Supervisor/Scheduling Office prior to instituting mandatory overtime.

(3) X-Time will not be paid to employees who agree to work an additional day for a co-worker.

* At the discretion of the nurse manager, charge nurse, CRM, nursing supervisor, director of nursing or scheduling office. LPNs are not permitted to sign the holes list for X-Time in less than four (4) hour increments.

(4) If an employee is scheduled for X-Time and accepts a paid-on-call, X-Time will be applied in addition to the on-call pay (\$2.00 plus \$3.00 "X-Time").

(5) Per Diem LPNs will be eligible for initiating "X-Time" payment by signing the exception sheet (name, employee number, cost center, date, hours worked for X-Time and supervisor approval).

(6) The employee is responsible for initiating "X-Time" payment by signing the exception sheet (name, employee number, cost center, date, hours worked for X-Time and supervisor approval).

(7) At the discretion of the Nurse Manager, Charge Nurse, CRM, Nursing Supervisor, Director of Nursing or Scheduling Office, LPNs are not permitted to sign the holes list for X-Time in less than four (4) hour increments.

Bonus:

(1) In addition to "X-Time and Z-Time," full-time and part-time LPNs who work an additional 40 hours during a four-week scheduling period and do not report off work during this four-week period, will receive an additional \$125.00 bonus.

(2) At the end of the four-week scheduling period, LPNs who are eligible to receive the bonus must fill out the appropriate form to initiate payment. Forms will be available in the Nursing Office.

(3) If an LPN agrees to work "X-Time" or "Z-Time" and is not needed the entire shift (per request of the hospital), the LPN will not forfeit his/her eligibility for the bonus program.

**MEMORANDUM OF UNDERSTANDING
WEEKEND BONUS PROGRAM ("Z-TIME")**

The following Memorandum of Understanding (MOU) is entered into between the Employer and the Union for the purpose of facilitating weekend scheduling within the Nursing Department. This MOU shall be considered a part of the collective bargaining agreement (CBA) between the Employer and the Union and shall be subject to the grievance procedure contained therein. This agreement shall be liberally interpreted to carry out the intentions of the parties.

The parties agree as follows:

- (1) All Licensed Practical Nurses (LPNs) will be eligible for "Z-Time."
- (2) "Z-Time" (additional \$6.00 per hour) will be paid for additional hours worked (in no less than one-hour increments) above the scheduled hours from Friday, 2:00 p.m., until Monday, 7:00 a.m.
- (3) If an employee reports off work on their regularly scheduled weekend to work (utilizing the above designated time period), and the employee is scheduled to work "Z-Time" the following weekend, the employee will be scheduled a make-up weekend shift(s) in order to be eligible for the "Z-Time."
- (4) If an employee is scheduled for "Z-Time," but accepts a paid-on-call, "Z-Time" will be applied in addition to the on-call pay (\$2.00 plus \$6.00 "Z-Time").
- (5) Per Diem LPNs will be eligible for "Z-Time" for weekend hours worked that are not pre-scheduled on the four-week schedule.
- (6) LPNs are not permitted to sign the holes list for Z-Time in less than four (4) hour increments.

ME TOO CLAUSE

The parties agree that if the Employer increases the on-call rate for any other employee of Forum Health that the SEIU Bargaining Unit Employees will be given an equal increase.

**MEMORANDUM OF UNDERSTANDING
SICK TIME FOR DIETITIANS AND SOCIAL WORKERS**

Disability Protection

Sick leave - Earn 8 hours of sick leave per month accumulative to a total of 110 sick days or 880 hours. Sick leave is payable at 100% of base salary.

Extended Sick Benefits - After an employee is off work for an extended period due to an illness or accident, the Employer will continue the employee's full salary after all regular sick leave and earned vacation has been used, in that order, on the basis of the following schedule:

<u>Length of Service</u>	<u>Benefit Duration</u>
Less than 10 years	4 weeks
10 but less than 15 years	8 weeks
15 but less than 20 years	12 weeks
20 years and over	16 weeks

**FORUM HEALTH DEPARTMENTS
LETTER OF UNDERSTANDING**

WRCS Basic Unit

Nursing (including Surgery)
Nutrition Services
Environmental Services
Plant Operations
Material Services
Linen Services
Pharmacy
Laboratory
Telecommunications
Physical Therapy
Peripheral Diagnostic
Peripheral Ultrasound
EKG
Mailroom
Sterile Processing
Respiratory Services (END Tech)
Transport
Security

WRCS Professional Unit

Pharmacy
Laboratory
Nutrition Services
Social Services

WRCS Technical Unit

Medical Imaging
Respiratory Services (including Emergency Services)
Physical Therapy Services
Laboratory
Radiation Oncology
Mammography
Cardiology

Trumbull Technical Unit

Respiratory Therapy Services
Respiratory Therapy Sleep Lab
Nursing
Rehabilitative Services
Pathology
Radiation Therapy
Cardiac Cath Lab
Infectious Disease
Medical Imaging

- a) Diagnostic Radiology
- b) Interventional Radiology
- c) CT
- d) MRI
- e) Ultrasound
- f) Nuclear Medicine
- g) Mammography

Trumbull Professional Unit

Pathology
Pharmacy
CIG (Clinical Integration Group)
Nutrition Services
Rehabilitative Services
Educational Services
Nursing

Patient Financial Services

Billing

- a) Claims Processors
- b) Insurance Collectors

Collections

- a) Cash Applications
- b) Support Services
- c) Customer Services

Reimbursement

- a) Technical Appeals Coordinator
- b) Reimbursement Validation Specialist

Registration

a) Financial Counselors

Trumbull Business Office Unit

- Accounting
- Accounts Payable
- Payroll
- Purchasing
- Information Technology
- Telecommunications
- Mailroom
- Pathology

MEMORANDUM OF UNDERSTANDING

Any Memorandum of Understanding, Letter of Understanding, Letter of Agreement or any other agreement between the Employer and the Union not incorporated into this Agreement shall be considered null and void.

**MEMORANDUM OF UNDERSTANDING
PATIENT FINANCIAL SERVICES (CENTRAL BUSINESS OFFICE)
HOLIDAY SCHEDULING**

The following Memorandum of Understanding (MOU) is entered into between the Employer and the Union for the purpose of providing flexible scheduling the day before and/or after Thanksgiving, Christmas Day, New Years Day and July 4th.

1. The current practice for Holiday scheduling will continue for 2008. Effective January 1, 2009, the parties agree that the Central Business Office will close the day after Thanksgiving, with the exception of the Cashier Units at Trumbull Memorial Hospital and WRCS, with 20% of the workforce (determined by seniority) working the Sunday prior to the Holiday.
2. A sign-up sheet will be posted seeking volunteers to work the Sunday prior to the Thanksgiving Holiday. Employees will be selected based upon seniority (most to least senior). Hours of operation, as determined by Management, will also be posted at that time.
3. With regard to Christmas Day, New Years Day and July 4th, based upon the day of the week in which the holiday falls, consideration will be given to operating with minimum staffing levels the day before and/or the day after the designated holiday. Minimum staffing levels are defined as 25% of the work force in each job classification being required to work. In addition, the Hospital may consider staffing at minimum levels the day before Thanksgiving.

For Forum Health

For SEIU

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING ON MEMORANDUM OF
UNDERSTANDING**

The parties agree that they shall meet to compile all memoranda and letters of understanding and/or agreements by May 1, 2009. Such timeframe may be mutually extended by the parties to accomplish the compilation. Any Memorandum of Understanding, Letter of Understanding, Letter of Agreement or any other agreement between the Employer and the Union not incorporated into this Agreement shall be considered null and void.

**MEMORANDUM OF UNDERSTANDING
WRCS BASIC JOB POSTING AND BIDDING**

The parties agree that notwithstanding the provisions of Article 17, Section 3, vacancies in certain job classifications within the WRCS Basic Unit will be awarded to the most senior applicant who meets the minimum qualifications. The parties additionally agree to meet within ninety (90) days of settlement of this agreement and create the list of job classifications thus exempted. Such list shall be incorporated into this Memorandum of Understanding in the final version of the Collective Bargaining Agreement.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between Forum Health and SEIU District 1199 to facilitate the recruitment and retention of Pharmacists. This MOU is not subject to the grievance procedure and shall be liberally interpreted to carry out the intentions of the parties. This MOU supersedes any negotiations, agreements, memorandums, or past practices regarding the issues contained herein.

1. The current wage scale of the Pharmacist will be eliminated and replaced with the following 3-step wage scales:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Pharmacists	\$49.00	\$50.00	\$51.00
Oncology Pharmacists	\$51.16	\$52.39	\$53.62

The Pharmacists will be placed step for step into the new rates the beginning of the first pay period following the execution of this MOU.

A wage scale analysis shall be conducted on an annual basis.

2. The shift differential for Pharmacists shall be increase to reflect the following:

Afternoon Shift - \$4.00/Hour Midnight Shift - \$7.00/Hour

3. A recruitment and retention committee will be formed within thirty (30) days of the date of this agreement to address various Pharmacy issues.
4. Sign-on bonuses will be increased to \$10,000.00 and will be in effect for a 90-day time period following the execution of this MOU, with the ability to either extend the time period, revert to the previous bonus amount, or suspend the bonus at the sole discretion of Forum Health.
5. Referral bonuses will be increased to \$2,500.00 and will be in effect for a 90-day time period following the execution of this MOU, with the ability to either extend the time period, revert to the previous bonus amount, or suspend the bonus at the sole discretion of Forum Health.
6. Scheduling Practices:
 - a. Vacation Scheduling – The following process will be utilized for the 2008 and 2009 annual vacation selection: (i) The Pharmacists will select vacation according to seniority. There will be two rounds in the selection process. First, by limiting the selection of only two (2) weeks in the first round and then the selection of additional two (2) weeks in the second round. (ii) The remaining vacation openings will then be awarded by seniority.

7. Mandatory overtime will be rotated from least senior to most senior on a continual basis. A mandatory overtime list will be posted in the main Pharmacy Department.
8. Newly hired Pharmacists will be permitted to use accrued vacation at the completion of six months of service.
9. The employer will agree to increase the amount of supplemental life insurance to \$250,000. The cost will be incurred by the employee.

This Memorandum of Understanding is hereby executed this _____ day of February, 2008.

Forum Health

SEIU District 1199

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____



SEIU MOU.pdf

May 28, 2009

Negotiations between Forum Health
and

District 1199, Service Employees International Union (TMH, PFS, and BOC)

The following represents a tentative agreement between the parties.

Any agreed upon concessions between the parties shall be shared by all of the Employer's employees at TMH, PFS, and BOC, respectively in a substantially equal manner. Upon the Union's discovery that any other group of bargaining or non-bargaining unit employees at TMH, PFS, and BOC, respectively, have agreed to concessions in less than a substantially equal manner, then the parties agree to modify SEIU agreement to create substantially equal concessions.

The parties agree that the benefit changes implemented to the non-bargaining unit employees at TMH and Corporate are considered substantially equal.

Bob Williams
5/28/09

J. J. [unclear] 5/28/09

Jim [unclear] 5/28/09

A. [unclear] 5-28-09

1. Article 7: Grievance Procedure

Section 4C: Parties agreed - Eliminate the use of an independent mediator and utilize services provided by FMCS.

2. Article 26: Wages

Section 1: Wage freeze thru October 1, 2011

Section 2: Freeze all step increases until October 1, 2011

Section 4: Freeze Medical Imaging Technologists Bonus until October 1, 2011

Section 5/6: Freeze Retention program until October 1, 2010-then delete per CBA

3. Article 28: Insurance Benefits

Maintain same plan and coverage; increase co-pay by \$20.00 per pay for full and part time employees. Effective upon ratification, Forum Health Option 1/Option 2 healthcare plans will be available for enrollment, once an employee elects the FH Option 1/2 plan, they will no longer be eligible to return to the Forum Health Plan. Conversion to Forum Health Option 1 and Option 2 plan with premiums.

4. Article 29: Pension

Suspension of 401K employer match and defined contribution thru October 1, 2011.

Section 1. Effective _____, the Pension Plan shall terminate and all participants (employees and retirees) shall cease accruing any benefits under such Plan. Except as otherwise required by the PBGC, and the Employer shall cease all funding and administering of such Plan.

5. Article 31 Leave of Absence

Section 8: Reduce bereavement leave to 3 days for term of agreement

6. Article 35: Continuing Education

Handwritten signatures and dates:
J. DePaul 5/28/09
J. DePaul 5/28/09
J. DePaul 5/28/09
J. DePaul 5/28/09
J. DePaul 5/28/09

Forum Health Summary of Modification

Page 3

Confidential

Section 2: Suspend \$125 reimbursement for the term of the agreement

Section 3: Suspend - Payment of up to eight (8) hours per year if minimum number of CEU's is not provided by the Employer for the term of agreement.

7. Article 40: Miscellaneous Benefits and Responsibilities

Section 2: Suspend uniform allowance for the term of the agreement.

Section 23: Suspend Tuition Reimbursement Program for the term of the agreement.

Section 25: Suspend Attendance Bonus Program until January 1, 2011

Appendix D - New Forum Health Option 1 and Option 2 Premiums

Baker
5/28/09
J.H.
5/28/09

Jim Johnson
5/28/09

A. de la...
5/28/09



July 6, 2009

Todd L. Sarver, Esq.
McDonald Hopkins LLC
41 South High Street, Suite 3550
Columbus, OH 43215

Re: Forum Health—Defined Benefit Pension Plan

Dear Mr. Sarver:

This letter will confirm the agreement between Forum Health and Service Employees International Union, District 1199 ("SEIU") concerning the Forum Health Pension Plan (the "Plan") as it pertains to the collective bargaining unit at Forum Health's Northside facility that is represented by the SEIU. The agreement is as follows:

1. Forum Health and the SEIU agree that Section 29 of their October 1, 2008 to March 31, 2012 Collective Bargaining Agreement is modified insofar as that a termination of the Plan will not be a breach of said Collective Bargaining Agreement.
2. Forum Health agrees to withdraw that portion of its Omnibus Motion for an Order Pursuant to 11 U.S.C. §1113 (I) Authorizing Rejection of Certain Collective Bargaining Agreements and (II) Granting Interim Relief Related Thereto that seeks interim relief against the SEIU pursuant to 11 U.S.C. §1113(e).

Very truly yours,

Becky Williams
Becky Williams
President

AGREED:
FORUM HEALTH

By *Todd L. Sarver*

Date 7-13-09

- BECKY WILLIAMS**
President
- LISA HETRICK**
Secretary-Treasurer
- AL BACON**
Executive Vice President
- CATHY MCCORMICK**
Executive Vice President
- LARRY DANIELS**
Kentucky Vice President
- LANCE FRANKE**
Ohio State Vice President
- DEBBIE HAJZAK**
Ohio Public Vice President
- CAROL LAFFERTY**
West Virginia Vice President
- IDY MALDONADO**
RN Vice President
- LYNN RADCLIFFE**
School District & Local Gov. Vice President
- NETTE WISNIEWSKI**
Ohio Private Vice President

Service Employees
International Union,
Change to Win, CLC
www.seiu1199.org

- Columbus Office: 1395 Dublin Road, Columbus, Ohio 43215 • 614.461.1199 • Fax: 614.461.1549
- Cleveland Office: 1771 E. 30th St., Cleveland, Ohio 44114 • 216.566.0117 • Fax: 216.566.0192
- Huntington Office: 2200 Adams Ave., Huntington, West Virginia 25704 • 304.522.2871 • Fax: 304.522.2885
- Toledo Office: 435 S. Hawley St., Toledo, Ohio 43609 • 419.244.7453 • Fax: 419.244.7466
- Youngstown Office: 3657 Belmont Ave., Youngstown, Ohio 44505 • 330.759.3751 • Fax: 330.759.4453

Forum Health Summary of Proposals
Page 1
Confidential

July 22, 2009
Negotiations between Forum Health
and
District 1199, Service Employees International Union (WRCS)

(1745292.3)

Bw 7/22/09
Michael Johnson 7/22/09
K. JOHNSON
MS 7/22/09

Family		
Full-time	\$139.54	\$64.93
Part-time	\$381.68	\$202.63

Article 29: Pension

Suspension of 401K employer match and defined contribution.

Section 1. See attached.

Article 30: Vacations

Effective immediately, each bargaining unit member will accrue five (5) less days than their scheduled vacation accrual.

Article 31 Leave of Absence

Section 6: Reduce payment for light duty from regular rate to 66 2/3%

Section 8: Reduce bereavement leave to 3 days

Article 34: Holidays

Effective January 1, 2010, suspend three (3) personal days for all full-time and part-time employees.

Effective immediately, suspend six (6) paid holiday benefit for all bargaining unit employees. Employees working on holidays defined in Article 34 shall be paid time and one-half for all hours worked on sud holidays.

Article 35: Continuing Education

Section 2: Eliminate \$125 reimbursement

Section 3: Eliminate payment of up to eight (8) hours per year if minimum number of CEU's is not provided by the Employer.

Article 40: Miscellaneous Benefits and Responsibilities

Section 2: Eliminate Uniform allowance

Section 23: Eliminate Tuition Reimbursement Program

BW 7/22/09
JS 7/22/09
JS 7/22/09
JS 7/22/09
JS 7/22/09

FORUM HEALTH – WRCS AND SEIU, DISTRICT 1199

TERMS AND CONDITIONS
MODIFICATIONS TO CURRENT COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PARTIES DATED 10/1/08 TO 3/31/12

The following, in addition to the Economic Terms, shall modify the parties' current collective bargaining agreement, and be in full force and effect upon ratification by the Union's membership and Forum Health's Board of Trustees:

1. Any agreed concessions between the parties shall be shared by all of the Employer's employees at WRCS in a substantially equal manner. Upon the Union's discovery that any other group of bargaining or non-bargaining unit employees at WRCS have agreed to concessions in less than a substantially equal manner, then the parties agree to modify the SEIU agreement to create substantially equal concessions. The parties agree that the benefit changes implemented to the non-bargaining unit employees at WRCS are considered substantially equal.
2. Information Exchange. On a monthly basis, once approved by the Forum board of trustees, Forum will provide SEIU with the following:
 - a. Forum Health financial statements for WRCS.
 - b. Audited financial statements for the same, including management letters from the auditor.
 - c. Upon request, additional relevant and reasonable financial documents necessary for clarification of information contained in the documents identified above in paragraph 1b.
3. Recognition upon Expansion. In the event that Forum expands current operations (under its taxpayer identification for WRCS/NMC), including expansion pursuant to the "Boardman strategy," Forum acknowledges that such operations employing individuals in the same or similar job descriptions as those current represented by the SEIU at WRCS/NMC at new locations or expanded operations at existing locations constitute accretions to the bargaining units represented by the SEIU. Forum will therefore recognize the SEIU as the exclusive bargaining representative of such employees at any and all new locations or expansions at current locations. In doing so, Forum reserves the right to negotiate specific wages, benefits and other terms and conditions of employment for such employees at that location.
4. SEIU agrees to withdrawal the current pending unfair labor practice charges: 8-CA-38377, 8-CA-38411, 8-CA-38417 and 8-CA-38418. 7/22/09

Barbara Kellin
Deposition 7-22-09
JYS 7/22/09
Christina...

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 22nd day of July, 2009 between District 1199, the Health Care and Social Service Union, SEIU ("the Union") and Forum Health (the Employer").

This Settlement Agreement constitutes a full and complete collective bargaining agreement between the parties, which shall commence upon ratification of both the Union and the Employer, and shall remain in full force and effect until midnight on the 31st day of March, 2012.

This Agreement includes the following unchanged Articles (listed below), attached TA's, and all side letters, Memorandums, Letters of Understanding, Attachments, and Appendixes previously in effect.

TMH/Company 50- Unchanged Articles

1,2,3,4,5,6,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,27,30,32,33,34,36,37,38,39,41,
42,43,44,45,46,47

WRCS - Unchanged Articles

1,2,3,4,5,6,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,32,33,36,37,38,39,41,42,43,44,
45,46, *83 ~*

The parties mutually agree that ratification of the collective bargaining agreement by the membership of the Union shall be a condition precedent to its taking effect.

Land Forum's Board of Trustees 83 ~

The parties will later execute a re-formatted "clean copy" of this collective bargaining agreement; however, it is agreed that this Settlement Agreement and the provisions incorporated herein constitute the terms of the Agreement.

For the Union:

Bob [Signature]

Date 7/22/09

For the Employer:

Ann [Signature]

Date 7-22-09



July 6, 2009

Todd L. Sarver, Esq.
McDonald Hopkins LLC
41 South High Street, Suite 3550
Columbus, OH 43215

Re: Forum Health—Defined Benefit Pension Plan

Dear Mr. Sarver:

This letter will confirm the agreement between Forum Health and Service Employees International Union, District 1199 ("SEIU") concerning the Forum Health Pension Plan (the "Plan") as it pertains to the collective bargaining unit at Forum Health's Northside facility that is represented by the SEIU. The agreement is as follows:

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2. Forum Health agrees to withdraw that portion of its Omnibus Motion for an Order Pursuant to 11 U.S.C. §1113 (I) Authorizing Rejection of Certain Collective Bargaining Agreements and (II) Granting Interim Relief Related Thereto that seeks interim relief against the SEIU pursuant to 11 U.S.C. §1113(e).

Very truly yours,

Becky Williams
Becky Williams
President

AGREED:
FORUM HEALTH

By *Todd L. Sarver*

Date 7-13-09

Service Employees
International Union,
Change to Win, CLC
www.seiu1199.org

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