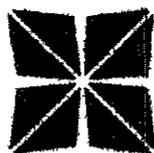


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Dimensions Healthcare System

**Collective Bargaining Agreement
Between**

**Dimensions Healthcare System
and
1199 SEIU United Healthcare Workers
East
Service and Maintenance Chapter**

June 30, 2004 to April 30, 2007

**Prince George's Hospital Center
Laurel Regional Hospital
Bowie Health Center
Gladys Spellman Specialty Hospital and
Nursing Center**

29 pages

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Preamble

This Agreement is entered into by and between Dimensions Healthcare System, hereinafter referred to as the "Employer," and 1199 SEIU, United Healthcare Workers East, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious relations at the Health Care Facilities of the Employer to insure optimum and uninterrupted patient care, the establishment of an equitable and effective procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment for the employees covered hereunder.

Article 1

Union Recognition and Unit

Section 1.1 - Collective Bargaining Unit. The Employer recognizes the Union as the sole and exclusive representative of employees for the purpose of collective bargaining in respect to wages, hours and/or working conditions of employment for all full-time and part-time regular service and maintenance employees, clerical employees and LPN's excluding all guards, all RN's, all professional, and semi-professional employees, all confidential employees, secretaries to department managers, all students, all grant employees and supervisors as defined in the Act.

Section 1.2 - Coverage of Agreement. This Agreement shall be binding upon the parties hereto for the unit described above.

If the hospital and medical care facilities of the Employer are expanded to include additional facilities and if operations at such additional facilities are substantially the same or are under the same administrative direction and control as present facilities, so that the new facilities can be considered an accretion to the present bargaining unit, this Agreement shall be in full force and effect at such additional facilities with modifications, as may be agreed upon, to enable the parties to administer the Agreement fairly and in accordance with the organizational structure of the Employer affecting such new facilities.

Section 1.3 - Initial Review. All employees newly hired or rehired after termination of their seniority shall be considered initial review period employees until the completion of ninety (90) days of employment. Employees may be discharged during their initial review period, without rights to the grievance or arbitration provisions of this Agreement. In the event that a newly

hired or rehired employee fills a job classification which requires a formal training program (on-the-job training excepted), the initial review period shall be extended by the length of that training program.

Section 1.4 - Temporary Employees. A temporary employee is an employee who is hired for a specified assignment or for a definite and limited time period not to exceed one thousand (1000) hours per calendar year. For the purpose of this Agreement, a temporary employee is excluded from the bargaining unit. However, the Human Resources department will provide the union with a written list on a monthly basis of all temporary employees hired.

Section 1.5 - Part-Time Regular Employees. Part-time regular employees covered by this Agreement shall receive wage rates and wage increases as specified in other Articles. Fringe benefits will be allocated on a one-half basis except Paid Time Off which they shall receive on a prorated basis.

Section 1.6 - Part-Time Employees. Part-time employees are employees who are employed to work normally less than the scheduled prescribed for part-time regular employees and who work any shift, including weekends and holidays as prescribed by the Employer. Part-time employees are not covered by this Agreement.

Article 2

Union Membership and Dues

Section 2.1 - Union Security. All employees who are represented by the Union, pursuant to Section 1.1 of this Agreement, will upon completion of 30 calendar days after the commencement of employment either become and/or remain members of the Union or agree to remit biweekly to the Union a service charge in an amount equal to the bi-weekly amount of union dues as a condition of their continued employment.

An employee who is required to join the union or pay a service fee and who fails to join the union and maintain such membership or who fails to pay a service charge in lieu of dues and maintain such payments shall be terminated upon written demand of the Union. Union membership will be considered maintained provided the employee continues in effect an authorization for dues deduction or remits periodic dues to the Union on a regular basis. Action to discharge employees shall not take place until the Employer and employee have been given proper notice of such delinquency and adequate time (not to exceed 30 calendar days) to correct the

deficiency, nor until the Employer has afforded the employee an opportunity within the specified period to defend against the demand for discharge.

Section 2.2 - Committee On Political Education Check-off. The Employer will deduct and transmit to the Union Political Action Committee (PAC) contributions from the wages of those employees who sign voluntary authorizations on forms provided by the Union. These transmittals shall occur monthly and shall be accompanied by an alphabetical list of the names and social security numbers of those employees for whom such deductions have been made and the amount deducted from each employee. Deductions and transmittals shall begin the month following the Hospital's receipt of the signed authorization form.

Section 2.3 - Dues/Service Fee Check-off. The Employer shall deduct required dues and service charges from an employee's bi-weekly wages pursuant to a written authorization from the employee authorizing deduction of Union dues or service fees. Such authorization shall be irrevocable and automatically renewed from year-to-year unless revoked by the employee pursuant to applicable law. Any required initiation fees shall be paid in two consecutive installments beginning the pay period following an employee's completion of the written authorization for deduction. When a non-bargaining unit employee is transferred into a bargaining unit position, it shall be the responsibility of the employer to advise the employee of the provisions of Article 2, Section 2.3.

Section 2.4 - Check-off Waiver. The Employer shall not be required to continue an employee's checkoff deduction under the following conditions:

- (a) Termination of employment;
- (b) Transfer to a job outside the bargaining unit;
- (c) Layoff from work; or
- (d) An authorized leave of absence during which time the employee is not receiving Corporation wages. This section, however, shall not relieve an employee of the obligation to remit required union dues or initiation fee payments in order to remain a union member in accordance with the Local Union Constitution; however, such employees shall not be subject to discharge

pursuant to this Article.

Section 2.5 - Employee Lists. The Employer shall, every pay period, supply the Union with an up-to-date list of all employees in the bargaining unit. The list shall include the name, department, job classification, current and year-to-date union dues deduction, date of employment, date of termination and status code and the names of all transferred employees. On a quarterly basis, the Employer will provide the Union with a list of names and addresses of all retired employees who were members of SEIU District 1199E-DC.

Article 3 Seniority

Section 3.1 - Definition of Seniority. Seniority is defined as an employee's length of continuous service with the Employer or its predecessors beginning with his or her last date of hire as a full-time or part-time regular employee.

Section 3.2 - Application of Seniority. Seniority shall be applied in different ways including but not limited to the following:

- (a) Seniority within Dimensions Healthcare System and its predecessors is a required element in determinations and computations of eligibility for insurance, leave accrual and pension.
- (b) In instances relating to Reduction in-Force, Recall, Transfer and Promotion, seniority is applied as defined in the applicable contract sections.
- (c) For the purposes of scheduling work assignments, seniority shall be limited to specified job classifications within an affected unit or department of a single facility.
- (d) In other circumstances not specifically enumerated, in any manner permitted pursuant to Article XXII hereof.

Section 3.3 - Loss of Seniority. Seniority is lost when an employee resigns, is discharged from employment for any reason, abandons his/her position, does not return from leave in accordance with the Employer's policy, retires or fails to return from recall or RIF.

Employees shall not accrue seniority during periods following their termination pursuant to a RIF. However, if they are recalled within twelve (12) months of their termination, the date of hire will be reconstructed to reflect previously accrued seniority.

A temporary employee shall have no seniority while in the status of a temporary employee. In the event that a temporary employee becomes a regular employee, his/her seniority shall begin on the date the employee becomes a regular employee.

Section 3.4 - Initial Review Period Employee. An initial review period employee has no seniority. Seniority begins only after completion of initial review but is retroactive to the date of hire.

Article 4 Layoff

Section 4.1 - Definitions

- (a) Reduction-In-Force (RIF) - Action by the Employer in its discretion to reduce the number of employees in job classification, unit, department, facility or all of the Employer's facilities. This Article specifically authorizes the Employer to conduct a RIF according to seniority as listed in Article III.
- (b) Cancellation of Shifts - Whenever the number of employees in a job classification on a unit/department as determined by the Employer exceeds the number of employees in that job classification needed on that unit or department, the Employer may take the following actions:
 - (1) Cancel the shift of an employee or personnel subject to the remaining provisions in this section
 - (2) When cancellation of shift occurs, it shall be done as follows:
 - a. The order of priority for cancellation of shifts within a job classification shall be: agency personnel, temporary personnel, OCFP personnel in overtime status, other personnel in overtime status, part-time, and OCFP. Part-time regular and full-time

employees shall be treated as having equal priority hereunder and shall not be canceled while any of the foregoing are on duty.

- b. The Employer may request volunteers for shift cancellation in lieu of canceling the shift of the individual next scheduled for cancellation. Voluntary shift cancellation by employees shall not be counted toward the five (5) shift maximum set forth below.
- c. Cancellation of shifts shall be done on a rotating basis in inverse order of seniority on an ongoing basis.
- d. The Employer may utilize this procedure to cancel the shift of an employee up to five (5) times in any year (July 1 to June 30).
- e. An employee whose scheduled shift is canceled shall be offered the opportunity to use accrued Paid Time Off or credited holiday leave as a substitute for the canceled shift or may take the day off without pay. An employee who reports to work as scheduled prior to being notified of shift cancellation shall receive a minimum of three (3) hours work or pay for that day.

Section 4.2 - Procedures

- (a) In the event there is to be a RIF, termination of affected employees shall be in inverse order of seniority within the facility, department and job classification and subject to the condition that employees remaining in service must have the required work qualifications, demonstrated ability to perform the work that remains, and satisfactory performance evaluations. The following classifications will be considered within the facility nursing division not individual departments or units: nursing assistant, patient care technician, unit clerk, clerical specialist, licensed practical nurse and messenger. The job classification of (i) patient escort/ transporter, (ii) clerk typist with a medical terminology requirement and (iii) clerk typist without a medical terminology requirement will be considered within the

facility as the distinct affected pools in the event of a RIF. Notwithstanding anything to the contrary in this Section 4.2, in the event that an employee with at least three (3) years of seniority in one of the Employer's facilities is to be terminated pursuant to a RIF and there is another employee in the same job classification who is either still in initial review status or is a temporary employee at another of the Employer's facilities who is not going to be terminated pursuant to the RIF, then the employee with seniority shall not be terminated and shall have the right to replace the other employee who is still in their initial review period or who is a temporary employee.

- (b) At Prince George's Hospital Center, the following classifications will be considered individual departments or units: operating room secretary, insurance team specialist, division administrative support coordinator (timekeepers), vital stat coordinator, facility assistant I and II, facility specialist, universal mechanic I and II, facility floater, nutrition technician, credit balance adjuster, clinical coding associate, and transporter/patient escort.
- (c) The Employer will notify the affected employees and the Union at least four (4) weeks in advance of a RIF if notice pay is not to be given. If four (4) week advance notice is not given, then the Employer shall pay the affected employees their weekly wages at their base rate equal to the amount of notice not given, not to exceed four (4) weeks pay. If an employee is to be retained who has less seniority than one who is to be laid off, the Employer will state the reason therefore in the notice to the Union and the affected employee. As soon as the reason for the exception ceases to exist, the exception will be ended.
- (d) When instituting a RIF as described above, temporary, part-time and initial review period employees within the affected job classification, unit, department or facility will be terminated prior to regular benefit status employees being affected.

Section 4.3 - Severance Pay. Full-time regular employees with two (2) or more years of seniority who are terminated pursuant to a RIF (as differentiated from discharged or temporarily laid off) will receive severance pay at their last regular rate of pay excluding shift

differential, bonuses, premiums and overtime payments, equal to one week's pay for each two (2) years of seniority up to a maximum of four (4) weeks pay in accordance with the following schedule:

One (1) weeks pay for two (2) years or more employment; Two (2) weeks pay for four (4) years or more employment; Three (3) weeks pay for six (6) years or more employment; Four (4) weeks pay for eight (8) years or more employment.

Part-time regular employees will receive 50% of full-time employees' entitlement according to the following schedule:

20 hours pay for two (2) years or more employment; 40 hours pay for four (4) years or more employment; 60 hours pay for six (6) years or more employment; 80 hours pay for eight (8) years or more employment.

Severance pay will be paid subject to available funds.

Section 4.4 - Transfer to Vacant Jobs. A regular employee who is scheduled to be separated pursuant to a RIF or laid off in one department, may apply to be transferred to a vacant position in the same department or another department of the same facility if a vacancy exists and in the judgment of the Employer the employee has the qualifications and abilities necessary to perform the job. The appointment of individuals to such vacant jobs shall be determined on the basis of qualifications, ability to perform the work and a good work record. If the Employer decides to transfer an employee in accordance with this Section, and competing employees possess approximately equal qualifications, abilities and work records, the selection of the specific employee to be transferred shall be on the basis of the seniority of such employees. This Section 4.4 is to be read in conjunction with Article XIX (Management Rights) and shall be construed as a specific application of said Article.

Persons transferred into the vacant position shall be evaluated after six (6) months, at which point the Employer may rescind the transfer due to the employee's inability to perform the job function.

Allegations that this section has been violated or the Employer's opinion is discriminatory may be processed through the grievance procedure.

Section 4.5 - Transfer Outside of Bargaining Unit. The Employer may promote or transfer employees to a

position excluded from the bargaining unit. If such an employee is returned to his former job classification in the bargaining unit, there will be no loss of seniority if the action takes place within six (6) months after the initial transfer; seniority shall continue to accrue during such absence from the unit.

Section 4.6 - Recall to Work. Employees who have been terminated because of a RIF shall, if vacancies occur within a period of twelve (12) months following such termination in the job classification from which they were terminated, be given an opportunity to return to said vacant positions, in the facility from which they were separated, in the order of seniority. The employee will be recalled in accordance with seniority (not status). If the employee is recalled to a different job status than the one the employee held at the time of the RIF the employee will be offered the opportunity to change back to their prior status, if a position is available, prior to another employee being recalled. Recall rights shall only apply to the employee group which formed the basis for the RIF. Riffed employees may apply for vacancies at other facilities and if qualified, will be given preferential consideration, vis-à-vis outside applicants; if the employee is placed at another facility within the period recall would be applicable, the benefits of recall will be granted. No recall rights shall be granted to part-time, initial review or temporary employees.

The recall shall be executed by telephone. If the Employer cannot reach the employee by phone, a certified letter to the employee's last known address shall be the means of communication.

Except as provided below, a recalled employee must return to work within two weeks (14 calendar days) of the initial contact either by phone or from the date of the certified letter. If the employee fails to return to work within the fourteen (14) day period, he/she will forfeit any future recall rights- The Employer is obligated to recall an employee only once during the recall period. Any subsequent interest in a vacant position must be initiated by the employee.

In the event that a recalled employee presents satisfactory written documentation from his/her then current employer that the employee is unable to return to work within fourteen (14) days of the initial contact because of the requirement to provide notice of termination to his/her then current employer, the employee shall be granted an additional seven (7) days to return to work- The employee must present the written documentation to the Employer within three (3) days of the initial contact to the employee that he/she is being recalled by the

Employer.

Article 5 Other Employee Rights

Section 5.1 - Past Practices. Any job benefits or work practices existing prior to the date of this Agreement which were the subject of written memoranda or directives issued by the Employer and not specifically provided for or abridged by this Agreement are hereby protected by this Agreement. However, this provision shall not preclude the Employer from making reasonable changes in work practices and benefits, provided no such changes shall be made for purpose of undermining the Union, are announced prior to implementation, and, on request, the Union is provided an opportunity to meet and confer on such changes. Any major changes in procedures, benefits and work practices may be presented to the liaison committee established pursuant to this Agreement for review and consultation prior to implementation.

Section 5.2 - Promotion/Transfers Promotions shall be open to all employees who meet the requirements as provided in the job description. Employees who apply within the time limits specified in the announcement will be considered for promotion to vacancies and new positions within the bargaining unit; and will be considered for selection over new applicants if, in the opinion of the Employer, they are equally qualified, able to perform the work, and have a good work record. When employees possess approximately equal qualifications, ability and work records, the Employer shall also consider length of service as a factor- Upon written request from the employees not selected the Employer will give written explanation for the choice.

All job vacancies, promotions and transfer opportunities will be posted on the Human Resources department electronic and hallway department bulletin board for at least five (5) working days before filling the vacancy. The announcement will include the position, department, grade and a brief description of the job qualifications and duties. Any employee covered by this Agreement may apply for any position for which the employee feels qualified. Allegations that this Section has been violated or the Employer's opinion is discriminatory may be processed through the grievance procedure.

It is not necessary to post a position in Human Resources in the following situation: when the hours of an occupied part-time regular position are increased to a full-time

status.

Counseling will be provided by the Human Resources department for those interested in transferring. When an employee transfers from one department to another, the transfer shall not be delayed more than five (5) weeks.

Section 5.3 - Anniversary Date After Promotion. In the event of a promotion, the employee shall be assigned a new anniversary date to coincide with the beginning day of the next pay period, for the purpose of performance evaluations.

Section 5.4 - Wage Placement on Promotion, Transfer and Demotion. An employee covered by the Agreement who applies for a job vacancy which is in the same grade as the employee currently holds, shall, if selected for the job, be transferred to that position at either the same hourly rate as his/her current rate of pay or at a higher rate if applicable. An employee shall not be disqualified for a job based upon the fact that although his/her current grade is the same as the job vacancy, he/she is at a higher salary rate within the grade.

Employees who are selected for the position at a higher grade shall have their salary adjusted to the minimum hourly rate of the higher salary grade and/or their present hourly rate shall be adjusted by a minimum of 4% above their present rate, whichever is greater, provided that such rate shall not exceed the maximum rate of the grade to which they are promoted. Employees who are selected for a position in the same salary grade shall not be eligible for a salary adjustment because this shall be considered a lateral transfer.

Employees who are demoted may receive 4% reduction in pay. However, these employees shall not be paid less than the minimum rate nor higher than the maximum rate for the grade to which they are demoted.

There shall be no change in anniversary date for demotions and/or lateral transfers.

Section 5.5 - Definition of "Anniversary Date." The term applied to one (1) full year of regular paid time from the date of employment or promotion.

Article 6 Union Rights

Section 6.1 - Union Visitation. The Union shall have reasonable access to the facilities for the purpose of conferring with Management or Union delegates and administering this Agreement. Such visitations shall not interfere with patient care or the orderly operation of the facilities.

Section 6.2 - Use of Employer Facilities. The Union may request the use of Employer facilities for general membership or group meetings with employees provided such use is by prior arrangement and further providing that, except as otherwise agreed in this section, such meetings occur before or after the work shift of employee involved. The Union agrees to pay the going rate for the use of such facilities.

Meeting for the purpose of ratifying collective bargaining agreements and one meeting per shift prior to the beginning of negotiations for the purpose of preparing contract proposals may, on written request of the Union, be scheduled during the work shift of employees. Department heads shall permit employees to attend these ratification and preparation meetings during scheduled work shifts if in the opinion of the department heads those employees can be released without adverse effect upon hospital operations. There will be no charge for the use of the hospital facilities for these meetings.

Section 6.3 - Union/Employer System Study Committee. A liaison committee of Hospital employees and Union representatives and a committee of Corporation administrators and/or department heads shall meet quarterly if needed to discuss problems relating to Hospital operations and patient care.

Section 6.4 - Bulletin Boards. The Employer agrees to furnish and maintain five (5) covered and locked bulletin boards for the exclusive use of the Union. One board will be located at Prince George's Hospital Center, Laurel Regional Hospital, Bowie Health Center, Gladys Spellman Specialty Hospital and Nursing Center and the Glenridge Medical Center. The location of all bulletin boards shall be at the discretion of the Employer. The Union shall be allowed to use designated bulletin boards for posting official notices of Union activities.

Section 6.5 - Agreement Copies. Copies of this Agreement shall be reprinted and distributed by the Union to all employees covered by this Agreement. Cost of reproduction shall be shared by the Union and the Employer.

Section 6.6 - Delegate List. The Union shall provide a list of Delegates to the Employer.

Article 7 Work Rules

Section 7.1 - Notice and Posting of Work Rules. In the absence of the Employer demonstrating to the Union why it was not possible to do so, a copy of all new work rules or changes to existing work rules shall be provided to the Union at least thirty (30) calendar days prior to the scheduled implementation date of the work rule. All new work rules or changes to existing work rules shall be posted on all employee bulletin boards at least fifteen (15) calendar days prior to the scheduled implementation date of the work rule.

Article 8 Hours Of Work

Section 8.1 - Purpose of Article. The purpose of this Article is to provide for a regular eight (8), ten (10), or twelve (12) hour workday and a regular forty (40) hour workweek.

Section 8.2 - Regular Workday. A regular workday shall consist of either eight (8), ten (10) or twelve (12) consecutive hours excluding meal periods.

Section 8.3 - Workweek. A workweek shall consist of seven (7) days beginning at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.

Section 8.4 - Regular Workweek. The regular workweek shall consist of forty (40) hours within the workweek of five (5) regular days or forty (40) hours within four (4) ten (10) hour days or a two-workweek period may consist of six (6) twelve (12) hour days and one (1) eight (8) hour or two (2) four (4) hour days. However, if the Employer institutes a ten (10) or a (12) hour day scheduling plan, an employee will not be required to work that schedule.

Section 8.5 - Hours Worked. Nothing in this Agreement shall be construed as a guarantee by the Employer of hours worked per day, per week, or per year. Employees shall report dressed and ready for work at their job location at the time designated by the Employer at the beginning and end of their regular workday, unless expressly assigned to overtime or call back work by the

Employer, or in the event their shift relief (in the case of shift workers) fails to report for work at the job location.

Section 8.6 - Rest Periods. Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each day during their regular workday as scheduled by the Employer for each employee. Employees scheduled to work more than four (4) hours but less than eight (8) hours shall receive one (1) such fifteen (15) minute break period- These rest periods shall be considered as time worked.

Employees who work a minimum of an eight (8) hour shift receive an unpaid meal period of thirty (30) minutes. With the prior approval of the supervisor, an employee may add one fifteen (15) minute rest period to the meal period to provide sufficient time for the employee to go to the cafeteria at lunch time.

Employees who work a twelve (12) hour schedule will be scheduled for two (2) rest periods, one (1) of thirty (30) minutes duration and one (1) of fifteen (15) minutes duration, and will be scheduled for one (1) thirty (30) minute meal period.

Section 8.7 - Shift Schedules. It is the intent of the Employer to schedule shifts in such a way to (a) avoid scheduled return within less than sixteen (16) hours of the last shift worked; (b) avoid scheduling an employee to work involuntarily for six or more consecutive days; (c) schedule shift rotation immediately prior to or subsequent to an employee's weekend off so that an employee shall have a full fifty-six (56) hours off. It is also the intent to schedule workweeks so that employees will be scheduled off every other weekend, working twenty-six (26) weekends per calendar year, unless requested by the employee or due to urgent staffing or vacancy situations or vacation scheduling. This section, however, shall not be construed as preventing the Employer from deviating from such schedule where necessary for efficient operation

Section 8.8 - Policy on Shift Rotation. The Employer will attempt to assign employees to a regular shift arrangement of their choice and minimize shift rotation. Towards this objective, the Employer and the Union agree as follows:

- (a) **Employee Choice.** Employees shall give written indication of their preference for a regular shift assignment upon a form provided by the Employer. Such employees qualified to perform the work shall have

preference by seniority over newly hired employees in filling vacancies on another shift.

- (b) **Employee Assignment.** Employees who have elected and been assigned a regular shift assignment and newly hired employees shall work on the shift, shifts, or shift arrangement for which they were assigned or hired
- (c) **Implementation of Goal.** The Employer's implementation of this objective is contingent on accomplishment by rescheduling and on newly hired employees for vacant jobs, rather than upon any obligation upon the Employer to increase staffing.
- (d) **Shift Coverage.** The Employer reserves the right to change an employee's shift assignment when necessary to maintain operating efficiency and/or optimum patient care. In effectuating this right, to the extent time permits, the Employer shall first seek qualified volunteers; and if none are available, then such shift change shall apply to the qualified employee(s) with the least seniority among those affected within the specific department or unit.
- (e) The Employer will make every effort to provide employees with no rotation where possible. An employee will not be required to rotate to more than one other shift within a pay period except in urgent situations.

Section 8.9 - Posting and Changing Shift Schedules. Shift schedules for employees shall be posted on all appropriate employee bulletin boards at least four (4) weeks in advance of the beginning of the schedule. All requests for annual leave are required to be submitted prior to posting of the work schedule. After the schedule is posted, the employee requesting leave must make arrangements with his/her replacement without the use of overtime. Granting of requests will depend upon staffing needs.

Section 8.10 - Work Beyond Scheduled Shifts. The Employer will notify employees of requirements for work beyond their scheduled shifts as far in advance as possible. Work beyond scheduled shifts will be scheduled by asking first for volunteers among the

affected employees. If more employees volunteer than are needed to perform the work, the most senior employees of the classification needed will be scheduled; if there are no volunteers, then management will schedule the employees from the classification needed on a rotating basis in inverse order of seniority.

Article 9 Wages

Section 9.1 - Purpose of Article. This Article provides a basis for the computation of straight time, overtime and shift differential wages for full-time and part-time regular employees. It also establishes pay practices and procedures to be used in the calculation and computation of their special pay.

Section 9.2 - Definition of Benefit Categories. An employee's benefit category is determined by his/her status as full-time or part-time regular.

A full-time regular employee is one who (a) is employed to work a full schedule; (b) regularly works no less than forty (40) hours in a workweek; (c) shares weekend, holiday, and other assignments as scheduled by his department; and (d) has been employed to serve an indefinite period of time.

A part-time regular employee is one who normally works a fixed schedule of at least forty (40) hours and less than eighty (80) hours per bi-weekly pay period.

Section 9.3 - Regular Rate of Pay. The regular rate of pay is the pay within the pay grade assigned to the employee's regular job, with shift differential added, if applicable.

The Employer has the flexibility to hire new employees anywhere on the pay grade based on experience, education/training and market conditions. However, if the Employer is experiencing recruiting difficulty due to pay grade assignment, grade reviews will be discussed with the Union.

Section 9.4 - Part-Time Regular Rate of Pay. The part-time regular hourly rate of pay shall be the same as the regular rate, in the same grade as the full-time employee.

Full-time employees who convert to part-time regular will not receive a decrease in hourly rate of pay

Section 9.5 - Wage Increase. The following wage increases shall apply:

- (a) Schedule A is attached for illustration purposes only. Retroactivity shall be governed by the Proposal for Retroactive Wage Payout, attached.
- (b) Effective January 1, 2006, all covered employees shall receive an increase of 4% in their hourly wage in accordance with Schedule B.
- (c) Effective June 18, 2006 all covered employees shall receive an increase of 3% in their hourly wage in accordance with Schedule C.

All covered positions are assigned a grade by the Employer. The Union may request the Employer to perform an audit on an individual position or positions to evaluate grade assignments. Upon request, the Employer will share the audit results with the Union. If the Union disagrees with the grade assignment, a grievance may be filed.

Section 9-6 - Shift Differential. Hourly shift differential for the evening and night shifts shall be paid in accordance with the following schedule:

Grade 4-10	\$1.00 (one dollar) per hour
Grade 11	\$1.16 (one dollar and sixteen cents) per hour
Grade 12	\$1.22 (one dollar and twenty-two cents) per hour
Grade 13	\$1.28 (one dollar and twenty-eight cents) per hour

If more than half of an employee's regular scheduled hours of work occur at hours for which a shift differential is paid, the employee will be paid the differential for hours worked during the differential period only. Full shifts of 8 ½ hours or more that begin before 11:00 a.m. are considered day shifts. Full 8 ½ hour shifts that begin at or after 11:00 a.m. are eligible for partial differential payment- The shift differential time begins at 3:00 p.m.

If an employee working the regular day shift extends into the evening shift for more than two (2) continuous hours,

shift differential will be paid for all hours worked in differential time past the employee's regularly scheduled shift.

If an employee working the night shift extends into the day shift for less than two (2) continuous hours, shift differential will be paid for those hours worked. Hours worked after those two (2) extended hours will be paid at the day shift rate.

Section 9.7- Overtime. The rate of overtime will be one and one-half (1 ½) times the regular rate. The overtime rate will be paid for all hours worked in excess of forty (40) hours in a workweek.

If it is mutually agreeable between the employee and his/her supervisor, an employee may agree to work additional hours for compensatory time in lieu of overtime provided the following FLSA requirements are met:

- 1) Employee is paid on an hourly basis.
- 2) Employee works a fixed number of hours each week; fluctuating work weeks do not qualify.
- 3) The compensatory time off must be at the rate of one and one half (1½) hours off (for each hour of overtime) times the regular rate.
- 4) The compensatory time off must be used in the same pay period in which it is earned.

Section 9.8 - On-Call Pay. An on-call schedule is required in certain units and/or departments. On-call employees will receive a flat rate of five dollars (\$5.00) per hour for each hour they are on-call. An employee may not receive on-call pay and any other pay, such as call-back pay, for the same hours.

Section 9.9 - Call-Back Pay. All employees scheduled on-call who report for work when called back will receive call-back pay. Call-back pay begins when the employee clocks in to work. If call-back requires an employee to work over eight (8) hours in one day or over 40 hours in one week, the employee will be paid overtime pay for those hours actually worked.

Call-back pay provides that an employee receive four (4) hours pay, at the employee's regular rate, independent of hours worked or overtime for time actually worked if applicable, as a minimum pay.

When an employee completes a call-back assignment, he/she remains in an on-call situation but may be receiving the higher call-back rate noted above depending on the time it took to complete the call back assignment. If an employee is called back again while the original minimum four hour pay guarantee is in effect, the employee will not receive a second minimum. If, however, the original minimum has ended, the employee is entitled to a second minimum if called back to work again. If an employee is called back to work on a paid holiday, the holiday will not be computed in the call back-pay practices. An employee may not receive call back-pay and any other pay for the same hours.

Section 9.10 - Distribution of Work. The Employer will be responsible for the distribution of overtime, on-call, and call-back work in an equitable manner among employees. Employees have the right to request through the Union a review of the allocation of overtime, on-call, and/or call-back work if they believe it is distributed unfairly. When an inequity is discovered, the Employer will make every reasonable attempt to correct that inequity during subsequent schedules.

Section 9.11 - Float Differential. Employees hired to float shall receive a differential of one dollar fifty cents (\$1.50) per shift.

Section 9.12 - Weekend Differential. Employees approved to work on Saturday and/or Sunday who actually work shall receive a differential of one dollar and thirty-eight cents (\$1.38) per hour of work on the weekend.

Section 9.13 - Preceptor Differential. The Employer will attempt to appoint preceptors who have a minimum of six (6) months experience beyond their initial review period in the facility. Employees selected as preceptors will receive notification and orientation in advance of the time they will be expected to serve as preceptors. Employees serving as preceptors for new hires and transfers (if a preceptor is deemed necessary by the Department Manager) in orientation at facilities of the Corporation will receive one dollar (\$1.00) per hour per shift or part of a shift for precepting, in addition to the employee's regular pay. The employee being oriented will normally follow the schedule of the preceptor. It is the intent of the Employer to provide the employee being oriented with the optimal learning experience, and therefore, every effort will be made to schedule only one (1) orientee to one (1) preceptor.

Minimum qualifications for a preceptor are technical expertise in the area; leadership ability; self-motivation; and service excellence skills. The Department Manager shall identify a core group of qualified preceptors and rotate the assignment equitably among them. Employees interested in serving as a preceptor shall notify their Department Manager.

Article 10 Holidays and Holiday Pay

Section 10.1 - Holiday Schedule.

The following shall be observed as paid holidays within the scope of this Agreement.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 10.2 - Holiday Pay. Employees who are required to work on paid holidays will be paid their regular rate of pay for all hours worked. In addition, full-time employees will be paid eight (8) hours of holiday leave and part-time regular employees will be paid four (4) hours of holiday leave. Notwithstanding the above, employees in the Maintenance and Dietary departments shall be paid 1 ½ times their regular rate of pay for all hours worked and full-time employees eight (8) or part-time regular employees four (4) hours of holiday leave on each holiday the employee is required to work and actually works over three (3) paid holidays within a calendar year.

Employees whose regular workday normally consists of eight (8) hours who do not work the holiday will be paid eight (8) hours of holiday leave. Employees on the four (4) ten (10) hour day plan whose regular workday normally consists of (10) hours, who do not work the holiday, will be paid eight (8) hours of holiday leave. Employees on the twelve (12) hour day plan whose regular scheduled workday normally consists of twelve (12) hours, who do not work the holiday, will be paid eight (8) hours of holiday leave. Part-time regular employees who do not work on the holiday shall be paid four (4) hours of holiday leave.

When a paid holiday falls during an employee's vacation, the Employer may extend the employee's vacation by one (1) eight (8) hour day or give the employee another eight (8) hour day off at his regular rate of pay. If the holiday

should occur during the absence of an employee on Long Term Sick Leave, the holiday will not be charged against such leave.

The Employer will pay an employee for all holiday time accrued at the employee's regular rate if he/she resigns, or is terminated.

Section 10.3 - Eligibility. All full-time employees in the bargaining unit are eligible for all the paid holidays. Part-time regular employees shall accrue paid holidays at the rate of four (4) hours per holiday.

Except as otherwise provided, any employee who calls in sick or any employee who absents himself on the employee's last regularly scheduled work day before or the employee's first regularly scheduled work day after a paid holiday, shall not be eligible to receive the holiday premium. An employee who fails to report to work on a holiday when scheduled shall forfeit the holiday.

In the event of sickness, a doctor's certificate may be required.

Section 10.4 - Allocation of Holidays. The Employer has the right to require any employee to work on any of the holidays specified herein. The Employer, however, agrees to distribute holidays off on an equitable basis.

Section 10.5 - Martin Luther King, Jr, Birthday.

It is recognized that scheduled Paid Time Off may be requested by a significant number of employees in honor of the birthday of Martin Luther King, Jr. To the extent that the employees do request scheduled Paid Time Off for Martin Luther King's birthday, the Employer will make every effort to accommodate such requests, not to exceed half the bargaining unit employees in any department. Those employees whose requests cannot be honored in a particular year will be given priority should they request this holiday in the next year. Holiday pay provisions of Section 10.2 will not apply.

Article 11 - Leave

Section 11.1 - Paid Time Off

- A. Paid Time Off will replace Annual, Sick, Personal and Float Holiday Leave.
- B. Accrual of Paid Time Off for full-time employees will be based on the following structure. The anniversary of the date an employee's seniority with the Employer began will be used in computing an

employee's entitlement to Paid Time Off. Paid Time Off will accrue on a pay period basis.

Three (3) or fewer years of service -23 days/7.007 hrs. per pay

Four (4) to Nine (9) years of service -27 days/8.308 hrs. per pay

Ten (10) to Fifteen (15) years of service -30 days/9.231 hrs. per pay

Sixteen (16) to Twenty (20) years of service -33 days/10.154 hrs. per pay

Twenty-one (21) plus years of service -36 days/11.077 hrs. per pay

- C. Employees in Paid Time Off Program can carry a maximum accrual of four hundred (400) hours. If an employee accrues PTO above four hundred hours as of February 1, the excess accrued PTO will be converted to Long Term Sick Leave, unless, in the Employers' judgment, extenuating circumstances prevent the use of excess PTO during the year. Employees are responsible for requesting PTO throughout the year so that they do not exceed the maximum PTO accrual. For any employee whose accrual is above the cap at any time during the year, the Employer reserves the right to schedule him/her for mandatory days off from work at least one (1) day each month, until his/her PTO balance is at or below the cap. The uses of PTO are as defined by the Employer policy regarding Paid Time Off. The hours accrued in the employee's Paid Time Off Bank will be paid out at termination of employment.
- D. Employees participating in the Paid Time Off Program will also be eligible for six (6) Calendar holidays.
- E. Employees who participate in the Flexible Benefits Program will be eligible to sell back up to eighty (80) hours of Paid Time Off in the Flexible Benefits Program.
- F. Employees in the Paid Time Off Program will be eligible to cash in up to forty (40) hours of Paid Time Off each January, payable on the second payday of that month.
- G. Employees with existing balances in their Sick Leave bank will maintain those balances in a Long

Term Sick Leave Bank. Long Term Sick Leave does not accrue. Long Term Sick Leave will be used for long term absences and can be accessed after the first three (3) days of absence. The first three (3) days of absence will be charged to Paid Time Off. To be eligible for unscheduled Paid Time Off or Long Term Sick Leave, an employee who is absent must notify a supervisor as soon as possible, but at least two (2) hours prior to the commencement of work hours, if possible, unless an excuse acceptable to Management is presented for the inability to give notice. An employee's immediate supervisor may require a doctor's certificate, if in the opinion of the supervisor, the employee has been abusing the sick leave privilege or has been absent from work for more than three (3) consecutive workdays. Employees on extended Long Term Sick Leave (absent more than five (5) consecutive workdays) are responsible for contacting supervisors weekly to give status reports of leave.

- H. Employees can transfer hours from their Paid Time Off Bank to their Long Term Sick Bank once a year, every February. The hours accumulated in the employee's Long Term Sick Leave Bank will not be paid upon termination.
- I. Part time regular employees accrue Paid Time Off in proportion to the number of hours worked in a pay period.
- J. If due to unusual circumstances, the Employer requests that the employee postpone his/her scheduled Paid Time Off, the employee will be allowed to accrue unused Paid Time Off in excess of four hundred (400) hours.
- K. Should an employee transfer out of a full time or part time regular position into a job category that is not eligible for PTO and the Long Term Sick Leave Bank, the Long Term Sick Leave accrued, if any, to the date of transfer will be placed in escrow. Should the employee transfer back into a full time or part time regular position and be eligible for PTO and Long Term Sick Leave, the employee must make a request to the Human Resources Department to have the escrowed Long Term Sick Bank restored. The Long Term Sick Bank in escrow will be returned to the employee's Long Term Sick Bank within four (4) weeks of the employee's request to Human Resources.
- L. All accumulated, unused Long Term Sick Bank

leave will be allocated as credited service at time of retirement, at the pay rate of the final year of earnings.

- M. Employees may opt to use PTO hours to coordinate with workers' compensation payments in such hourly increments as may be needed to maintain full pay while recuperating.
- N. Employees who are on approved FMLA Leave for two (2) or more consecutive weeks may request that the initial three (3) days of PTO be replaced with three (3) Long Term Sick Bank days.
- O. Paid Time Off is earned during the initial review period but may not be taken until an employee has completed the initial review period. Paid Time Off and Long Term Sick Leave accruals will be recorded on his/her pay stubs.

Section 11.2 - Paid Time Off Period and Duration.

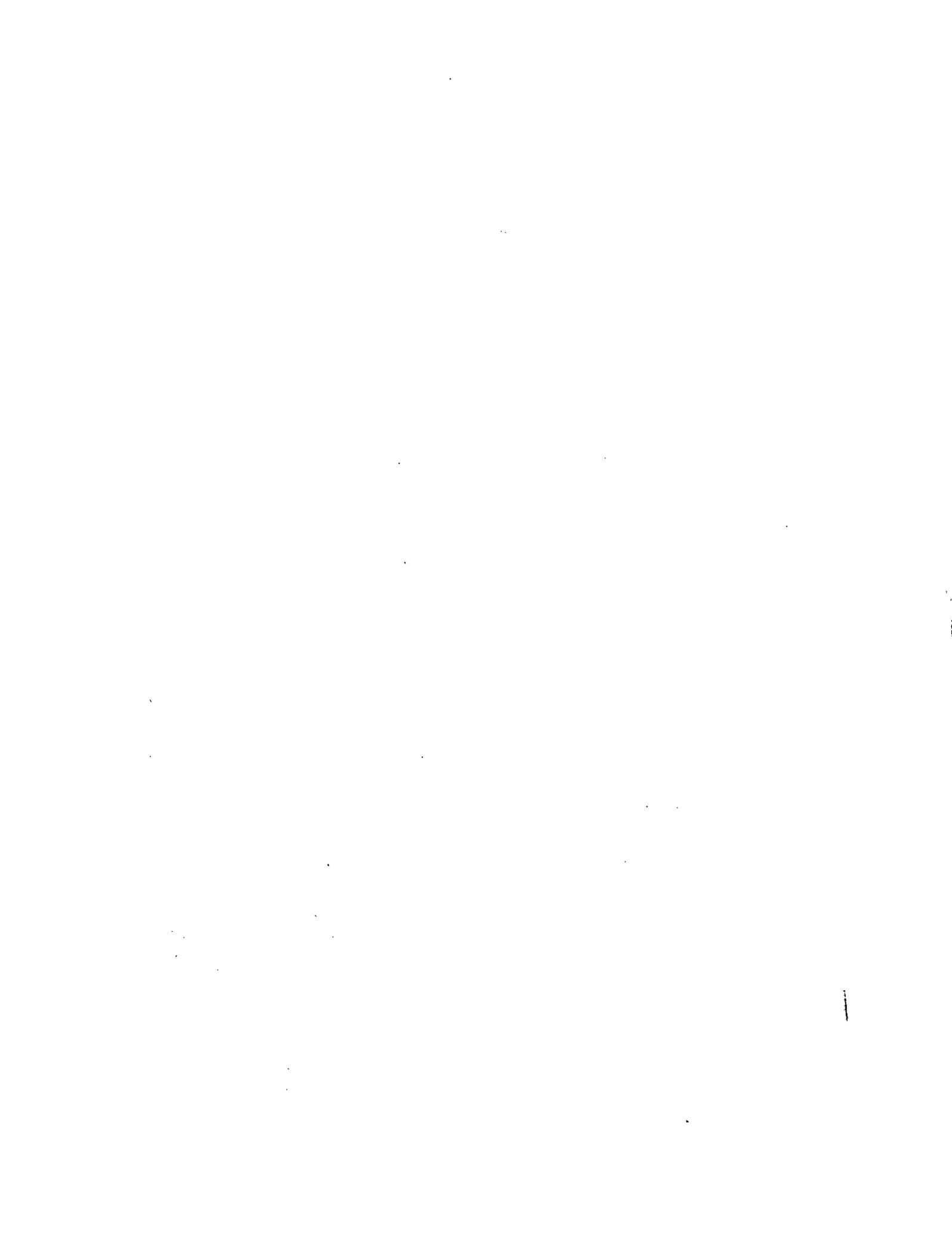
Paid Time Off shall be scheduled and granted for periods of time requested by the employee subject to the Employer's responsibility to maintain an efficient operation. If the nature of the work makes it necessary to limit the number of employees in the same department on Paid Time Off at the same time, the most senior employee among the affected classification within the specified department or unit will be given his/her choice of one preferred Paid Time Office period per calendar year.

All Paid Time Off requests for prime time (May 15 - September 15) must be submitted by April 1st. Requests for prime time Paid Time Off will be reviewed for approval by April 1st; decisions will be made within the week. It is also recognized that December 15th-January 15th is prime time and Paid Time Off requests must be submitted at least six (6) weeks prior to December 15th.

All other Paid Time Off requests of more than one week should be submitted six (6) weeks in advance in writing. Paid Time Off shall not be denied solely on the basis of failure of the employee to comply with the above deadline for submission of requests. However, Paid Time Off already approved shall not be revoked if a conflict in selection develops after the deadline.

Section 11.3 - Paid Time Off Pay Advance. Employees may request accrued Paid Time Off pay in advance of taking Paid Time Off leave according to the following conditions:

- 1) Paid Time Off must be scheduled according to



the above section.

- 2) Employees must provide Payroll notice of the hours and dates of the request, in writing, one (1) month before the date of the pay advance. The notice must be signed by the employee, supervisor and division administrator.
- 3) The pay advance will be included in the employee's last check before commencing Paid Time Off leave at the hourly rate in effect at that time. Taxes will be deducted based on the employee's regular deduction rate.

Section 11.4 - Disposition of Unused Paid Leave Accruals. At the termination of employment, unused Paid Time Off accruals will be paid in full to the terminating employee, who terminates in good standing. It is understood that failure to give two (2) weeks notice [Four (4) weeks notice for licensed personnel] as required by the Employer's policy could result in a charge against the employee's accrued Paid Time Off equal to the amount of notice that should have been given. If the employee resigns within two (2) months of their anniversary date (before or after), any accrued Paid Time Off will be paid at the rate immediately preceding the anniversary increase.

The parties agree that unscheduled PTO or Long Term Sick Leave is a privilege that should be used only as provided per policy. Any request for unscheduled PTO or Long Term Sick Leave after the notice of resignation will be carefully scrutinized and may be denied. In the event the employee incurs absences regardless of such denials, these absences will be charged against the employee's Paid Time Off accrual.

Section 11.5 - Incentive Bonus. If a full-time regular employee uses sixteen (16) hours or less of unscheduled Paid Time Off and/or LWOP, starting January 1st through June 30th and July 1st through December 31st of each year, the employee will receive a bonus of eight (8) hours of pay at his/her regular rate of pay.

For all full-time regular employees with thirty (30) or more years of service who use sixteen (16) hours or less of unscheduled Paid Time Off and/or LWOP, starting January 1st through June 30th and July 1st through December 31st of each year, the employee will receive a bonus of sixteen (16) hours of pay at his/her regular rate of pay. Bonus payments will be included in regular paychecks.

If a part-time regular employee uses eight (8) hours or less of unscheduled Paid Time Off and/or LWOP, starting January 1st through June 30th and July 1st through December 31st of each year, the employee will receive a bonus of four (4) hours of pay at his/her regular rate of pay.

Newly hired employees will have to have been employed for the entire time intervals, January 1st through June 30th and/or July 1st through December 31st of the year in order to be eligible to receive an Incentive Bonus.

Article 12 Other Leave

Section 12.1 - Civil Leave/Jury Duty. An employee shall be given necessary time off without loss of pay when (1) performing required jury duty; (2) performing brief periods of emergency civilian duty in connection with national defense; or (3) voting in national and state elections when there is not sufficient time to vote before or after the employee's scheduled work shift. Employees who serve on jury duty will be required to turn over to the Employer jury fees, but not expenses.

Section 12.2 - Workers Compensation. All employees covered by this Agreement are covered by the State Worker's Compensation Act which provides for the payment of reasonable medical costs resulting from an accident or injury arising out of and during the course of employment. Administration of the Worker's Compensation Program is governed by State law and will follow the Corporation's guidelines for administration of the program.

Section 12.3 - Leave for Collective Bargaining. The Employer will authorize paid leave at the employee's regular rate to not more than a total of five (5) employees from the bargaining unit for the purpose of assisting in negotiating collective bargaining agreements between the Employer and the Union. The number of hours granted will depend upon the duration of the negotiations. Authorized short absences, not to exceed two (2) hours, with pay, will also be granted to Union shop stewards for the purpose of adjusting grievances and other matters arising under this Agreement. A list of designated shop stewards and their alternatives shall be supplied to the Employer.

Section 12.4 - Union Leave.

- (a) The President of the Union may request of the Employer that employee representatives who are covered by this Agreement may be excused from

their scheduled work for the purpose of attending conferences, conventions and seminars. The Employer retains the right to disapprove the requested leave if the approval thereof would interfere with the Employer's operations.

- (a) The Employer agrees to establish a bank of \$2,250 per calendar year from which the Union may designate employees who have an approved Union Leave to draw pay for hours to continue their regular rate of pay for scheduled hours of work they have missed.
- (c) In the event that the Union has not designated an employee as being eligible to draw pay for hours of scheduled work missed from this bank or the bank has been depleted, the employee may use their paid time off (PTO) bank balance to cover any hours of schedule work they have missed
- (d) A one (1) year leave of absence without pay may be granted to employees (no more than four (4) at anyone time) at the written request of the Union in order to accept a temporary full-time position with the Union, provided such leave will not interfere with the Employer's operations. This leave of absence may be extended for one additional year if agreed to by the Employer.

Section 12.5 - Administration of Leave Program.

Administration of the leave programs shall be in accordance with policies established by the Employer. In addition, the following provisions are available to employees represented by the Union:

- a. Any employee who applies for a medical leave of absence for care of self and is ineligible to receive that leave of absence under the Family and Medical Leave of Absence provisions of the Employer's Leave of Absence policy, but is granted a leave of absence under the Medical Leave of Absence provisions of the Employer's Leave of Absence policy shall be reinstated to her/his former position providing the employee returns to work within 30 days of the time the leave of absence commenced.
- b. After the first 30 days, if no equivalent position vacancy exists, the employee will be treated in accordance with Section 4.6 -- Recall to Work.
- c. Failure of an employee to return to duty after the expiration date of the approved leave of absence shall be considered an automatic resignation by

the employee and become effective as of the date immediately preceding the date of the leave.

Additional leave beyond that provided for in this Agreement may be made available at the sole discretion of the Employer. Upon the establishment of new leave policies by the Employer, the Union shall receive a copy of such policies.

Section 12.6 - Work Assignment After Approved Paid Leave. Employees covered by this Agreement will be assigned to the same job and pay level after they return from any approved paid leave.

All of the above work assignments are conditional upon the employee following the applicable rules for keeping the Employer informed on his/her condition and planned date of return

Section 12.7 - Funeral Leave.

1. In the event of a death in the immediate family of an employee, time-off will be granted for the employee to attend the funeral.
2. For purposes of this policy, immediate family is defined as a spouse, child, parent, grandparent, grandchild, brother, sister, brother or sister-in-law, father or mother-in-law or son or daughter-in-law.
3. Employees who have completed their 90-day initial review period are eligible for payment of necessary time-off, for a period of up to four (4) work days, to attend the first funeral. The required length of time-off will be determined on an individual case basis. Payment will be made at the employee's regular rate of pay. In the event that more than one (1) funeral must be attended during a calendar year, the employee is eligible for up to three (3) days with pay to attend the second and subsequent funerals.
4. Funeral Leave does not accrue from year to year and may not be used for any other purpose.
5. Employees within their initial review period are eligible for time-off, but all time-off will be without pay.
6. Paid Time Off or credited holiday time may be granted if the employee requests additional time-off.

7. In determining eligibility for overtime payment for a week in which Funeral Leave occurs, the time will not be considered as time worked.

Employees may be required to provide a copy of the death certificate or other supporting documentation to receive approved time off and/or pay.

Article 13 Education

Section 13.1 - Education

The Employer recognizes the value of employees seeking and attaining additional education and career advancement. To support these objectives, the Employer will provide the following:

- 1) An in-house job posting system.
- 2) Facility-based on-the-job skills training and/or inservices.
- 3) A tuition reimbursement program for full-time employees as defined in the Employer's tuition reimbursement policy.
- 4) Counseling services by the Human Resources department to assist employees in identifying facility based career paths and the necessary requirements for those careers.
- 5) If the Employer requires training, the Employer will pay for the cost of the course and the time to attend if the training occurs during the employee's normal work time.

The Employer agrees that all members of the bargaining unit will have equal access to the services noted above.

Section 13.2 - Workshop/Seminars. In appreciation of the value of education, which increases employees' skills, knowledge, and technical capabilities, the Employer will commit a minimum of \$10,000 each contract year to be used exclusively for bargaining unit members for training programs and seminars that fall outside of the Employer's Tuition Reimbursement Policy. Unspent yearly amounts will rollover through the

duration of the contract. Monies not spent by the expiration of the contract will revert back to the Corporation for whatever use it deems appropriate. Bargaining unit members must apply in advance of the course beginning for such assistance and the Employer will administer these benefits under the following guidelines and provide the Union with reports on the use of the funds upon request:

1. The employee must have completed one year of continuous service with the Employer before the first date of the course.
2. The Employer will determine whether a workshop, seminar, certification, training program, or college or professional course will provide a reasonable advancement opportunity for the employee or benefit the Employer by fulfilling a recruitment and/or retention need of the organization.
3. Funds will be available to reimburse the cost of the workshop, seminar, certification, training program, or college course, or professional course as determined on the institution's statement of fees, but in all cases shall exclude extracurricular fees, parking fees, athletic fees, graduation fees, health fees, transportation fees, child care fees, etc.
4. Employees will receive reimbursement based on the following schedule:
 - a. Employees who meet the definition of "part time regular" as defined in Section 9.2 will receive 50% reimbursement of the cost of the tuition or seminar fees
 - b. Employees who meet the definition of "full time regular" as defined in Section 9.2 will receive 100% reimbursement of the cost of the tuition or seminar fees
5. Employees applying for reimbursement must receive either a "Passing" grade on a pass-fail basis for the course work, or a minimum of a "C" grade in order to receive the reimbursement.

6. Employees receiving reimbursement for workshops or seminars must agree to an employment commitment of one year for each reimbursement payment received. Employees who fail to meet this service commitment must reimburse the Employer for all monies paid. The Employer is authorized by the Union to deduct this reimbursement from the employee's last check, including any payout of PTO.
7. The committee shall work with the Education department of the Employer and the Education and/or Training funds of the Union to develop relevant workplace training to upgrade the skills of union members. The committee shall meet every other month or more frequently by mutual agreement of the parties.

Section 13.3 - Certification/Recertification Pay. The Employer will commit \$10,000 each contract year for payment of certifications or recertifications as follows.

- A. Employees who achieve approved certification in their specialty area shall receive a one-time bonus of \$500.00 no later than thirty (30) days after verification of certification is provided. A list of approved certifications will be maintained by the Employer.
- B. Employees who achieve approved recertification in their specialty area shall receive reimbursement up to \$250.00 for incurred expenses. Reimbursement shall be paid not later than thirty (30) days after verification of recertification and expense justification are received.
- C. This provision shall apply to full-time and part-time regular employees. New employees must have satisfactorily completed their initial review period.
- D. Approved certification payment applications shall be processed in the order of their receipt by the Human Resources Department until the amount committed has been exhausted.
- E. Certification programs may be added to the approved list at the discretion of the

Employer if the program is a nationally recognized program that advances the skill level of employees in the specified skill area.

Article 14 Grievance Procedure

Section 14.1 - Purpose. The goal of a grievance procedure is to secure at the lowest possible level an equitable solution to complaints and/or grievances which may arise from time to time. Both parties agree that these proceedings shall be kept confidential at each step of this procedure, and that no record of any proceeding herein be placed in the employee's personnel file.

Section 14.2 - Definition.

- 1) A "Complaint" is any problem or misunderstanding that is settled orally between the complainant and the immediate supervisor.
- 2) A grievance shall be defined as any unsettled complaint by a member or the bargaining unit, or the Union on behalf of a class of grieving employees, regarding a misinterpretation, misapplication or violation of the terms of this Agreement.
- 3) A "Complainant" is an employee who makes a complaint. An "Aggrieved Person" is an employee filing a grievance.
- 4) The term "days" shall mean Monday through Friday, excluding Saturday, Sunday and paid holidays.

Section 14.3 - Grievance Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Union and the Employer. Failure of the aggrieved person, absent consent of the Employer, to comply with the time limits imposed at each step of the grievance procedure, shall be construed as a forfeiture of the right to proceed further.

Failure of the Employer to respond within the time limits at any steps shall permit the aggrieved person to proceed to the next step of the grievance procedure.

Step One: Immediate supervisor/Department Manager

An employee with a complaint shall first discuss it with his/her immediate supervisor/Department Manager within five (5) days of the occurrence of the alleged complaint. He/she may request that a Union representative meet with the parties involved.

The complaint shall be discussed verbally, and, if settled, no further action shall be taken. In the event the complainant is not satisfied with the outcome of the oral conference, he/she may reduce the complaint to writing within five (5) days of said conference and record the following information:

2. a detailed statement of the nature of the grievance and the facts upon which it is based;
3. the article(s) and sections(s) of this agreement claimed to have been violated (where known);
4. the specific remedy that is being sought by the grievant; and.
5. the grievant's signature.

The written grievance is submitted to the immediate supervisor/Department Manager. The immediate supervisor/ Department Manager shall investigate the grievance and provide a written answer within five (5) days of the date of its submission.

Step Two: Divisional Vice President

In the event the aggrieved person is not satisfied with the decision at Step One, he/she may, within five (5) days of receipt of the decision, appeal to Step Two by sending the grievance and its answer to the Human Resources Department for action by the Divisional Vice President. The Divisional Vice President, within ten (10) days from receipt of the grievance or a hearing if one is held, shall render a written decision. Before receiving a written decision from the Divisional Vice President, the grievant may request an informal hearing to adjust the grievance.

Step Three: President

In the event the aggrieved person is not satisfied with the decision at Step Two he/she may, within five (5) days of receipt of the decision, appeal to Step Three by sending the grievance and its answer to the Human Resources Department for action by the President or designee of the individual facility to which the employee is assigned. The President or designee within ten (10) days from receipt of the grievance or a hearing, if one is held, shall render a written decision. Before receiving a written

decision from the President or his/her designee, the grievant may request an informal hearing to adjust the grievance.

Step Four: Arbitration

- A. Appeal Procedure. Any grievance which has been properly processed through the grievance procedure may, if still unsettled, be submitted to arbitration, only by the Union, which shall submit a written notice to the Employer within fifteen (15) days after Step Three (3) of the Grievance Procedure has been finalized. Failure to comply with these time limitations by the Union shall be construed as forfeiture of the right to arbitration.
- B. Discharge Appeal Procedure. Discharge shall be grieved within five (5) days after the action is taken. The grievance will be submitted at the Third (3rd) Step of the grievance procedure, within five (5) days after receipt of the discipline. The Employer may delay imposition of the discipline until the grievance procedure has been used.
- C. Selection of Arbitrator. The Employer and the Union shall mutually agree upon the selection of an arbitrator to conduct the arbitration proceeding. If agreement cannot be reached after seven (7) calendar days subsequent to receipt of notice that either party desires arbitration, the Federal Mediation and Conciliation Service or the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Employer and the Union shall alternately strike one (1) name from the list of arbitrators. The Union shall strike the first name. The last person remaining after all others have been eliminated from the list shall arbitrate the grievance.
- D. Arbitrator's Jurisdiction. The written decision of the arbitrator shall be final and binding on both parties and shall be rendered no later than thirty (30) calendar days after the conclusion of testimony and hearings. The arbitrator shall confine this decision to the specific provision or provisions of this Agreement that have been allegedly violated. The arbitrator shall have

no authority to add to, subtract from, or change any provision of this Agreement.

- E. **Cost of Arbitration.** The expense of the arbitrator and the proceedings shall be shared equally by the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. If both parties agree that a verbatim record of the proceedings is desirable, the cost of such record shall be shared by the Employer and the Union.

Article 15

Discharge and Suspension

The Employer agrees that no employee will be discharged or suspended except for just cause. The Employer also agrees that if an employee is exonerated of an offense upon which the Employer based its action of discharge, no future action prejudicial to the employee based on the alleged offense will be undertaken and the employee will receive the same benefits and be held in the same regard as the employee would have been had no action of this type been initiated. A similar process will apply to suspensions.

The Employer shall notify the Union by facsimile transmission at a number to be supplied by the Union, of any discharge or suspension within forty-eight (48) hours of the time it occurs.

Article 16

No Strikes or Lockouts

Section 16.1 - Definition of Strike. "Strike" means the failure by concerted action with others to report for duty, the willful absence from one's position, the stoppage of work, or the absence in whole or in part from the full, faithful, and proper performance of the duties of employment, or in any manner interfering with the Employer's operations for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Section 16.2 - No Strikes. No strikes of any kind shall be caused, encouraged, or sanctioned by the Union during the term of the Agreement. If a strike should occur during the term of this Agreement, the Union shall:

1. Publicly disavow such action by the employees;

2. Advise the Employer in writing that such action by employees has not been called or sanctioned by the union;
3. Notify employees of its disapproval of such action, and instruct such employees to cease such action and return to work immediately;
4. Post notices on the Union bulletin boards advising that it disapproves such action.

Section 16.3 - No Lockouts. No lockout of employees shall be initiated by the Employer during the term of this Agreement.

Article 17

Health and Welfare

Section 17.1 - Flexible Benefits Program. Beginning January 1, 1997, employees who are members of the Union shall participate in the Employer's Flexible Benefit Program (the "Program"). The Program provides eligible employees with choices regarding which benefits they desire and the level of such benefits. The benefits which are currently covered by the Program are group health insurance (medical, dental, vision and prescription), life insurance, long-term disability, long-term care insurance, accidental death and dismemberment, and flexible spending accounts.

The cost of each benefit in the Program is shared between the Employer and any employee who elects to participate in the Program. The amount of the employee's share is determined by the employee's status and the type and level of coverage selected.

The Employer reserves the right to modify or amend the Program in its sole discretion. The Employer shall provide advance notice to the Union of any modifications or amendments to be implemented in the Program. However, the Employer shall not reduce the percentage of costs paid by the Employer for those benefits provided in the program.

Section 17.2 - Flexible Benefit Program Eligibility. All full-time and part-time regular employees are eligible for inclusion in the Program. However, application for coverage is not automatic. Employees must submit required documentation to be enrolled in selected options.

Article 18 Management Rights

All management rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to distribute available resources of personnel to meet emergency situations that affect patient care; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, and other property of the Employer; to determine the number, location and operation of divisions, departments, and all other units of the Health Care Facilities of the Employer, the assignment of all work, the qualifications required and the size and composition of the work force; to make or change Employer rules, regulations, policies, and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Health Care Facilities of the Employer, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

Article 19 Non-Discrimination

The Employer and the Union shall apply the provisions of this Agreement equally to all employees in the bargaining unit without discrimination as to race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental handicap, status as a Vietnam era veteran or disabled veteran, in accordance with applicable law.

All references to gender in the Agreement designate both sexes. Wherever the male gender is used, it shall be construed to include both male and female employees.

Employees shall have the right to join the Union without coercion by or interference from any other employee, officer or representative of the Employer. The Employer

shall not interfere with, downgrade, or ridicule any employee because of that employee's support of or activity in official Union business.

Article 20 Miscellaneous Provisions

Section 20.1 - Personnel Files. All employees shall have a right to review their personnel files upon request to the Department Head. An employee may request a representative from the Union to be present during this inspection or review. Reports regarding minor infractions of the disciplinary policy may be removed from the personnel record according to established procedure, if the report has been in the personnel record more than one (1) year. An adverse report may be removed only at the time of the annual evaluation, at which time the Department Head will review the record with the employee and request in writing that the materials be removed. Administrative staff who review status sheets may refuse to remove any adverse documentation if there has been any further recorded violation of the disciplinary policy, or if the performance evaluation is not generally good.

Section 20.2 - Lifting of Patients. Nursing Service employees may request assistance from another employee in their department before attempting to lift a patient.

Section 20.3 - Job Description. The Employer shall make available in each department a copy of the written job description applicable to the position occupied by Union employees. Copies of job descriptions are also available in the Human Resources department.

Section 20.4 - Hiring of Relatives. Relatives of employees covered by this Agreement may be employed for any position in the facilities for which they are qualified, provided that they are not supervised by a family member.

Section 20.5 - Damage to Prosthetic Devices. The Employer will reimburse employees for prosthetic devices (dentures, eye glasses, hearing aids) destroyed through no fault of the employee while actually engaged in carrying out employment duties, upon proof of destruction and cause thereof, and value of such property. Such reimbursement shall be initiated by the Employer upon notification by the employee and the filing of a claim for Worker's Compensation. The Employer shall have the right to claim reimbursement from the employee upon final favorable determination of the Worker's

Compensation claim.

It is understood that this section is not intended to provide reimbursement for lost prosthetic devices or for destruction of other tools, equipment or wearing apparel.

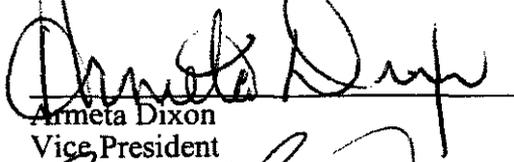
In the event that Worker's Compensation does not cover the article for which the employee has been reimbursed, the employee shall return such reimbursement to the Employer.

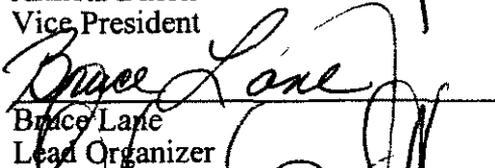
Section 20.6 - Successor Clause. In consideration of the Union's execution of this Agreement, Dimensions agrees that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Corporation's obligations under this Agreement.

**Article 21
Duration**

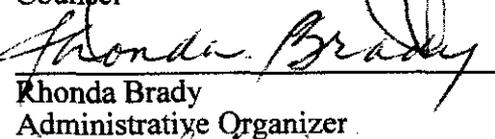
This Agreement shall become effective June 30, 2004 and shall remain in full force and effect through April 30, 2007. This Agreement shall be automatically renewed from year to year after its expiration date of April 30, 2007, unless either party serves written notice on the other of its intention to terminate, modify, or amend this Agreement at least ninety (90) days prior to April 30, 2007.

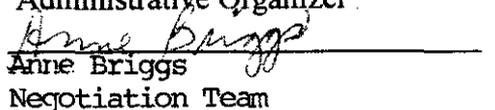
**For Service and Maintenance Employees
1199 SEIU United Healthcare Workers East.**


Armeta Dixon
Vice President


Bruce Lane
Lead Organizer

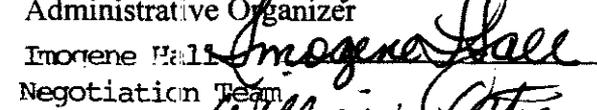

Steve Godoff, Esq.
Counsel

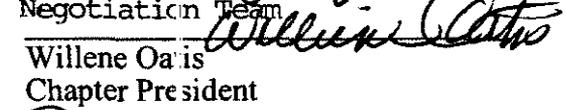

Rhonda Brady
Administrative Organizer

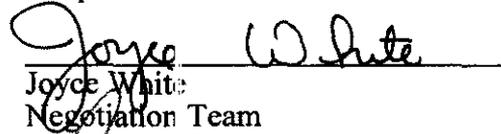

Anne Briggs
Negotiation Team

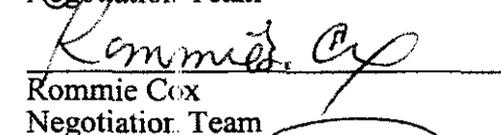
Marsha Jenkins 
Negotiation Team

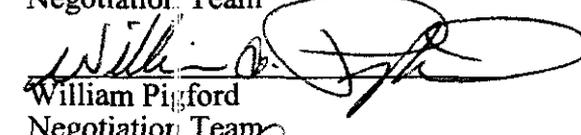

Earlene Winkey
Administrative Organizer

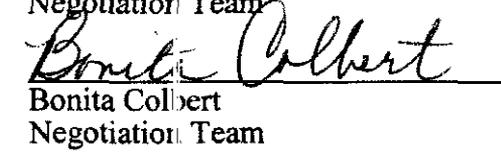

Imogene Hall
Negotiation Team


Willene Oaris
Chapter President


Joyce White
Negotiation Team

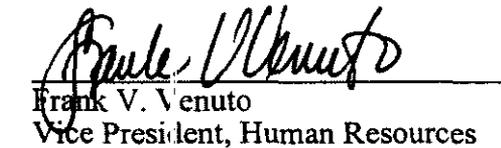

Rommie Cox
Negotiation Team

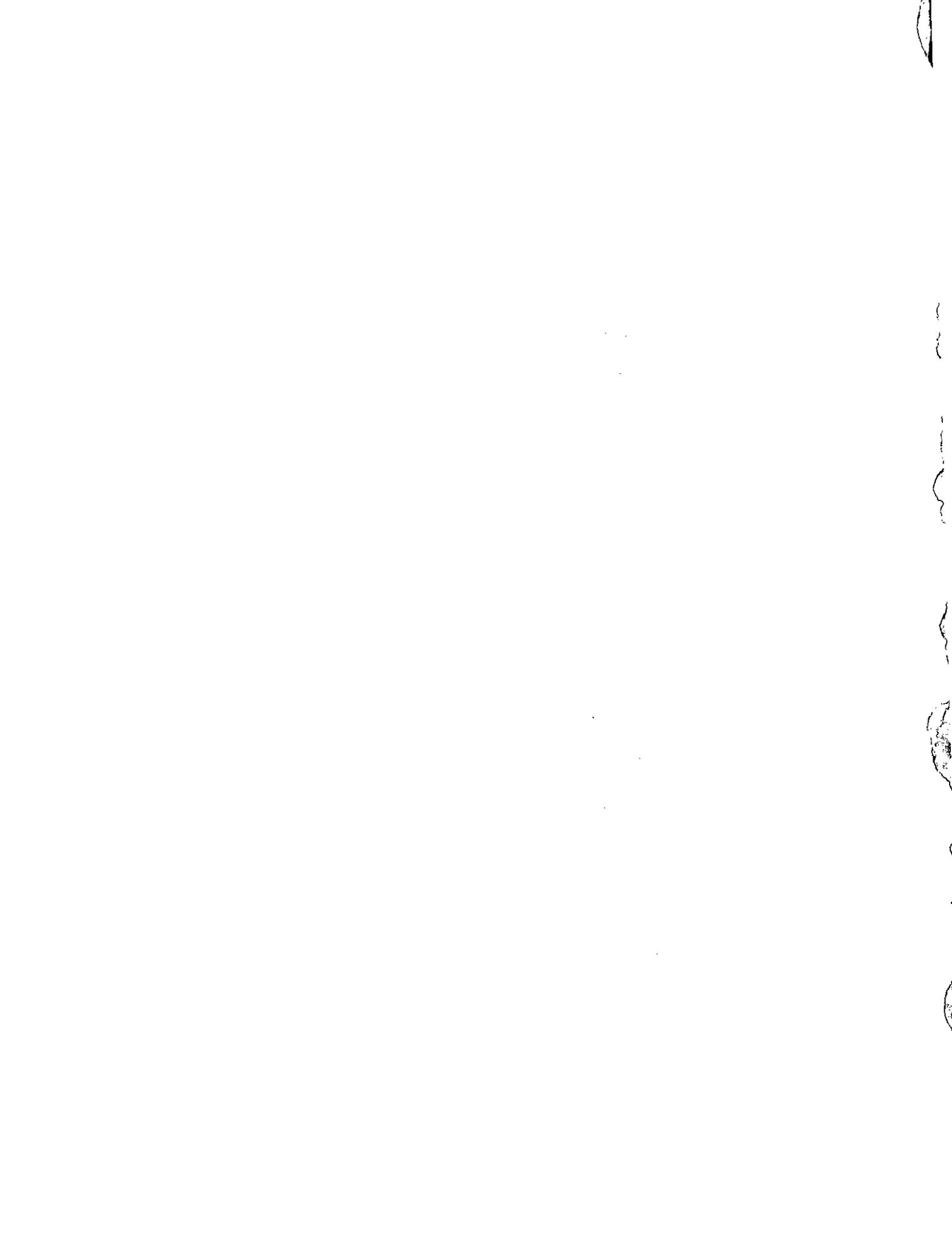

William Pigford
Negotiation Team


Bonita Colbert
Negotiation Team

For Dimensions Healthcare System


G. T. Dunlop Ecker
President & CEO


Frank V. Veneto
Vice President, Human Resources



**Side Letter of Agreement No. 1
Patient Staffing Ratios**

The Employer agrees to establish a group to discuss Licensed Practical Nurse (LPN and Certified Nursing Assistant (CNA) Patient Ratios and to include the Union in such discussions.

**Side Letter of Agreement No. 2
Retroactive Wage Increase Payout**

Dimensions Healthcare System and 1199 SEIU United Healthcare Workers East agree on paying out retroactive wage increases to employees in the Healthcare Workers bargaining unit, per the following understandings:

The period for retroactive payment will be the pay period beginning June 19, 2005 through the pay period ending December 31, 2005 ("the retro-period").

Except for those employees whose base hourly rate is less than \$9.78 per hour, retroactive pay amount will be calculated based on the employee's W-2 earnings for the retro-period. The percentage increase of 2.3% will be reduced by 4.3% to account for differentials that are not subject to the wage increase. Therefore the W-2 earnings for the retro-period will be multiplied by 2.21% to determine the total retroactive payment amount.

For those employees whose base rate is less than \$9.78 per hour, their retroactive pay for the period will be the difference between their base rate of pay and \$10.00 per hour, calculated on each individual employee's hours worked or hours paid during the retro period and including the extra half time for overtime hours, but not including On-Call rates, Weekend Differentials, Shift Differentials, and/or Float Differentials.

The total retroactive pay amount for each employee will be paid out as follows:

1. For bargaining unit employees with a date of hire prior to June 19, 2005, a payment of \$100.00 retroactive pay will be made in the regular paycheck on December 23, 2005, provided that the employee is actively employed as of December 4, 2005. For purposes of this Agreement "actively employed" means that the employee is on the payroll in any capacity and has not resigned his/her employment or been terminated. The payroll advice will have a separate line item marked "Retro."
2. The balance of the retroactive pay, and the retroactive pay for bargaining unit employees

hired on or after June 19, 2005, will be paid in the regular paycheck on March 17, 2006, subject to the condition that in order for the employee to be eligible for the retroactive payment he/she must be actively employed as of February 26, 2006. For purposes of this Agreement "actively employed" means that the employee is on the payroll in any capacity and has not resigned his/her employment or been terminated. The payroll advice will have a separate line item marked "Retro."

**DIMENSIONS HEALTHCARE SYSTEM
PAYSCALE for 1199 SEIU Healthcare Workers**

Schedule A

Grade	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
604	\$10.00	\$20,800.00	\$12.16	\$25,292.80	\$14.31	\$29,768.48
605	\$10.00	\$20,800.00	\$12.80	\$26,624.00	\$15.60	\$32,449.56
606	\$10.00	\$20,800.00	\$13.55	\$28,184.00	\$17.09	\$35,556.21
607	\$10.47	\$21,767.80	\$14.31	\$29,768.48	\$18.13	\$37,705.32
608	\$11.21	\$23,321.13	\$15.30	\$31,832.49	\$19.38	\$40,301.29
609	\$12.03	\$25,023.40	\$16.28	\$33,853.93	\$20.54	\$42,727.03
610	\$12.85	\$26,725.67	\$17.31	\$36,003.05	\$21.76	\$45,259.16
611	\$13.68	\$28,449.22	\$18.62	\$38,726.69	\$23.56	\$49,004.16
612	\$14.43	\$30,023.82	\$19.62	\$40,811.97	\$24.81	\$51,600.12
613	\$15.24	\$31,704.82	\$20.63	\$42,918.53	\$26.01	\$54,110.97

Schedule B

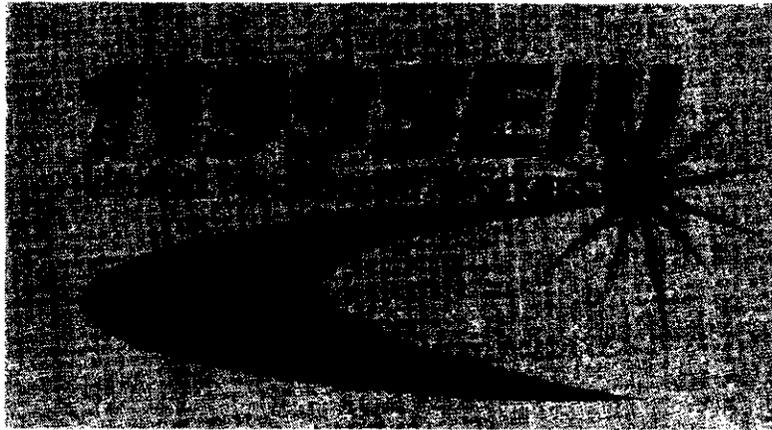
Effective January 1, 2006

Grade	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
604	\$10.40	\$21,632.00	\$12.65	\$26,304.51	\$14.88	\$30,959.22
605	\$10.40	\$21,632.00	\$13.31	\$27,638.96	\$16.22	\$33,747.54
606	\$10.40	\$21,632.00	\$14.09	\$29,311.36	\$17.78	\$36,978.45
607	\$10.88	\$22,638.52	\$14.88	\$30,959.22	\$18.85	\$39,213.54
608	\$11.66	\$24,253.97	\$15.92	\$33,105.79	\$20.15	\$41,913.34
609	\$12.51	\$26,024.33	\$16.93	\$35,208.09	\$21.36	\$44,436.11
610	\$13.36	\$27,794.70	\$18.00	\$37,443.17	\$22.63	\$47,069.52
611	\$14.22	\$29,587.19	\$19.36	\$40,275.76	\$24.50	\$50,964.32
612	\$15.01	\$31,224.78	\$20.41	\$42,444.45	\$25.80	\$53,664.12
613	\$15.85	\$32,973.01	\$21.46	\$44,635.27	\$27.06	\$56,275.41

Schedule C

Effective June 18, 2006

Grade	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
604	\$10.71	\$22,280.96	\$13.03	\$27,093.65	\$15.33	\$31,888.00
605	\$10.71	\$22,280.96	\$13.71	\$28,519.63	\$16.71	\$34,759.97
606	\$10.71	\$22,280.96	\$14.51	\$30,190.70	\$18.31	\$38,087.81
607	\$11.21	\$23,317.67	\$15.33	\$31,838.00	\$19.42	\$40,389.94
608	\$12.01	\$24,981.59	\$16.39	\$34,098.96	\$20.76	\$43,170.74
609	\$12.89	\$26,805.06	\$17.43	\$36,264.33	\$22.00	\$45,769.19
610	\$13.76	\$28,628.54	\$18.54	\$38,566.47	\$23.31	\$48,481.61
611	\$14.65	\$30,474.81	\$19.94	\$41,434.03	\$25.24	\$52,493.25
612	\$15.46	\$32,161.52	\$21.02	\$43,717.78	\$26.57	\$55,274.05
613	\$16.33	\$33,962.20	\$22.10	\$45,974.33	\$27.87	\$57,963.67



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BALTIMORE, MD 21201
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