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2,500 re

Appalachian Regional Healthcare

Collective Bargaining Agreement

between

Appalachian Regional Healthcare, Inc.

and

United Steelworkers of America

April 1, 2004

through

April 1, 2007



157 pages



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PREAMBLE

WHEREAS, ARH is a non-profit, charitable corporation which operates health care entities, and whose net earnings, if any, do not inure to the benefit of any private shareholder of any individual; and

WHEREAS, ARH desires to enter into collective bargaining, with certain of its employees, on a completely voluntary basis; and

WHEREAS, ARH recognizes the Union as the exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of ARH as well as of the Employees and to avoid interruptions and interferences with services to patients; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall set forth the agreements of the parties hereto with respect to rates of pay, hours of work and conditions of employment to be observed by ARH, the Union and the Employees covered by this Agreement, to provide procedures for the equitable adjustment of grievances, to prevent lockouts, interruptions of work, work stoppages, slowdowns, strikes or other

interferences with the work of the health care entities during the life of the Agreement, and to promote harmonious relations between ARH, its Employees and the Union; and

WHEREAS, ARH and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of ARH and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both ARH and the Union. They believe also that proper attitudes are of major importance in ARH where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that ARH and Union officials, whose duties involved negotiation of this Agreement, are not anti-union or anti-company but are sincerely concerned with the best interests and well-being of the business and all employees; and

WHEREAS, the Union and Employees covered by this Agreement recognize that ARH's obligation to operate its business in a fiscally responsible manner and to fulfill its obligation to its patients, and to its

Employees to pay a fair day's pay for a fair day's work, should not be obstructed by disputes between it and its Employees; and

WHEREAS, it is understood that the terms and conditions covered by this Agreement have been resolved by means of voluntary collective bargaining and are binding upon ARH, the Union and the Employees covered by this Agreement during the term of this Agreement and any renewal thereof.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

THIS AGREEMENT, made and entered into by and between **APPALACHIAN REGIONAL HOSPITALS, INC.**, with offices at 1220 Harrodsburg Road, Lexington, Kentucky 40533, and its successors, hereinafter designated as "ARH," and the **UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**, with its offices at 5 Gateway Center, Pittsburgh, Pennsylvania 15222, and its successors, hereinafter referred to as the "Union" acting on behalf of the Employees, as hereinafter defined, of ARH, and **LOCALS 14310 (Beckley ARH & Beckley Home Health Agency, Beckley Home Care Store - Beckley, West Virginia); LU 14310-11 Beckley Medical Associates - Beckley, West**

Virginia; 14398 (Williamson ARH, **Tug Valley Medical Associates**, Williamson Home Health Agency, Williamson Homecare Store, Central Services of Pharmacy, Purchasing, and Laundry - South Williamson, Kentucky; Highlands Clinic and Pharmacy - Delbarton, West Virginia; and Matewan ARH Clinic - Matewan, West Virginia; Phelps Clinic and Pharmacy - Phelps, Kentucky; Pikeville Regional Distribution Center - Pikeville, Kentucky); 14636 (McDowell ARH, **ARH Professional Services Clinic**, McDowell Home Health Agency, & McDowell Home Care Store - McDowell, Kentucky; Pikeville Home Care Store - Pikeville, Kentucky); 14637 (Hazard ARH, Psychiatric, Hazard Home Health Agency, Hazard Homecare Store, Home Health Headquarters, **Family Health Services - OB, Surgical, Prime Time Clinic, and System Center Hazard** - Hazard, Kentucky; Homeplace Clinic - Ary, Kentucky; June Buchanan Primary Care Center - Hindman, Kentucky); 14568 (Whitesburg ARH, Whitesburg Home Health Agency & Whitesburg Clinic - Whitesburg, Kentucky; The Homecare Store - Mayking, Kentucky); 14491 (Harlan ARH, ARH Medical Associates - Harlan, Harlan Home Health Agency, & Harlan Home Care Store - Harlan, Kentucky; **ARH Tri-City Medical Center, Cumberland, Kentucky**); 14628 (Middlesboro ARH, Middlesboro Home Health Agency & Homecare Store - Middlesboro, Kentucky); 9148 (Morgan County ARH, Morgan, Magoffin, & Wolfe County Home Health Agencies, West Liberty, Salyersville, & Campton Homecare Stores - West

Liberty, Salyersville, & Campton, Kentucky; Salyersville Clinic - Salyersville, Kentucky); and 14310-01 (Summers County ARH and **Home Care Store** - Hinton, West Virginia) of the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC.

ARTICLE I

NONDISCRIMINATION

The parties to this Agreement agree not to discriminate against any Employee or member of the Union or applicant for membership in the Union, because of religion, race, creed, color, sex, age, national origin, or qualified handicap, but will take affirmative action to insure that Employees and applicants for membership and members of the Union are treated during employment without regard to their religion, race, creed, color, sex, age, national origin, or qualified handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE II

PERIODIC MEETINGS

As evidence of their attitude and intent, ARH and Union agree that during the life of this Agreement representatives to be designated in writing by each party shall meet annually, or more frequently if mutually agreed, at a mutually satisfactory time and place. The purpose of such meeting shall be to appraise the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of the parties' objectives as set forth above. The number of persons attending these meetings shall be mutually agreed to by the parties. **ARH will provide two (2) paid days annually for local union representatives to attend these meetings.**

Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement.

Prior to any meeting held pursuant to the foregoing paragraphs, the parties shall provide each other with two (2) weeks notice or such advance notice as is reasonable under the circumstances concerning matters intended to be discussed.

ARTICLE III

RECOGNITION OF THE UNION

Section A. ARH voluntarily recognizes the Union as the sole and exclusive collective bargaining representative for the Employees, as hereinafter defined, of ARH at its **nine (9)** regional hospitals located at (Beckley ARH & Beckley Home Health Agency, Beckley Home Care Store, **Beckley Medical Associates** - Beckley, West Virginia); (Williamson ARH, **Tug Valley Medical Associates**, Williamson Home Health Agency, Williamson Homecare Store, Central Services of Pharmacy, Purchasing, and Laundry - South Williamson, Kentucky; Highlands Clinic and Pharmacy - Delbarton, West Virginia; and Matewan ARH Clinic - Matewan, West Virginia; Phelps Clinic and Pharmacy - Phelps, Kentucky; Pikeville Regional Distribution Center - Pikeville, Kentucky); (McDowell ARH, **ARH Professional Services Clinic**, and McDowell Home Health Agency & McDowell Home Care Store - McDowell, Kentucky); Pikeville Home Care Store - Pikeville, Kentucky); (Hazard ARH, Psychiatric Center, Hazard Home Health Agency, Hazard Homecare Store, Home Health Headquarters, **Family Health Services - OB, Surgical, Prime Time Clinic, and System Center Hazard** - Hazard, Kentucky); Homeplace Clinic - Ary, Kentucky; June Buchanan Primary Care Center - Hindman, Kentucky); (Whitesburg ARH, Whitesburg Home Health

Agency, & Whitesburg Clinic - Whitesburg, Kentucky; The Homecare Store - Mayking, Kentucky); (Harlan ARH, ARH Medical Associates - Harlan, Harlan Home Health Agency & Home Care Store - Harlan, Kentucky; **ARH Tri-City Medical Center, Cumberland, Kentucky**); (Middlesboro ARH, Middlesboro Home Health Agency & Homecare Store - Middlesboro, Kentucky); (Morgan County ARH, Morgan, Magoffin, & Wolfe County Home Health Agencies & West Liberty, Salyersville, & Campton Homecare Stores - West Liberty, Salyersville, & Campton, Kentucky; Salyersville Clinic - Salyersville, Kentucky); and (Summers County ARH and **Home Care Store** - Hinton, West Virginia) with respect to rates of pay, hours of work and other conditions of employment.

Section B. The bargaining unit includes only the full-time and regularly employed part-time maintenance, service, LPN, clerical, and technical employees including those at the locations listed in Section A., and those listed in Appendix A and shall specifically exclude, among others, the following:

- Physicians
- Registered Nurses
- Supervisory Personnel with authority to hire, discharge, promote, or discipline, or to recommend hiring, discharging, promotion or Disciplining
- Lexington Office Employees
- Confidential Personnel

- Administrative Personnel
- Professional Personnel

ARTICLE IV

UNION SECURITY

Section A. All employees of ARH covered by this Agreement including members of the Union and those who are not members on the effective date of this Agreement, shall, as a condition of employment, not later than the thirty first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union except as provided in Section B.

Employees covered by this Agreement who are hired after the execution date of this Agreement shall, as a condition of employment become a member of the Union not later than 31 days after their hire date except as provided in Section B.

Section B. Employees who, for philosophical reasons, including those employees previously exempted by agreement, do not desire to become members of the Union shall, as a condition of employment, pay service fees equal to the amount of Union dues to the Union toward the administration of this Agreement and the representation of such employees. Employees who are members of, or adhere to established and traditional tenets or

teachings of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be subject to the requirements of Section A, but shall be required to pay as a condition of employment, in lieu of the periodic dues or service fees, sums equal to such dues or fees to one of the following listed non-religious charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code:

- (1) Appalachian Regional Hospitals' Development Fund
- (2) American Cancer Society
- (3) American Heart Association

Section C. The foregoing provisions shall be effective in accordance and consistent with *applicable provisions of federal and state law.*

Section D. For the purpose of this section, an Employee who is within the collective bargaining unit of ARH, shall not be deemed to have lost his membership in the Union in good standing until the International Treasurer of the Union shall have determined that the membership of such Employee in the Union is not in good standing and shall have given ARH a notice in writing of that fact.

ARTICLE V

CHECKOFF

Section A. ARH will checkoff monthly dues, assessments, and initiation fees each as designated by the International Treasurer of the Union on the basis of individually signed voluntary checkoff authorization cards in forms agreed to by ARH and the Union. Dues so collected will be forwarded to the International Treasurer of the Union at an address designated by him for that purpose. The form of the authorization shall be in the form of Appendix "B", which is attached to and made a part of this Agreement.

Section B. At the time of his employment ARH will suggest that each new Employee voluntarily execute an authorization for the check-off of Union dues in the form agreed upon. A copy of such authorization card for the check-off of dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such Employee.

Section C. Deductions on the basis of authorization cards submitted to ARH shall commence with respect to dues for the month in which ARH received such authorization card or in which such card becomes effective, whichever is later. Deductions for a given month shall be deducted from each payroll period.

Section D. In the event of an overcharge for dues or assessments collected by ARH, the Union shall be responsible for adjustment of such claims with the Employee. In the event of an undercharge, upon proper notification by the Union, ARH shall make further deduction for this purpose on the next succeeding pay day.

Section E. In cases of earnings insufficient to cover deduction of dues, the due shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month, provided however, that the accumulation of dues shall be limited to two (2) months. The International Treasurer of the Union shall be provided with a list of those Employees for whom double deduction has been made.

Section F. The Union will be notified of the reason for non-transmission of dues in case of inter-unit transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

Section G. Unless ARH is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the Employee who has furnished an authorization shall be the monthly Union dues. ARH will deduct initiation fees when notified by notation on the lists referred to in Section J, and assessments as designated by the International Treasurer of the Union after such check-

off authorization cards have become effective. The International Treasurer of the Union shall be provided with a list of those Employees for which initiation fees have been deducted under this paragraph.

Section H. The parties will make mutually satisfactory arrangements at the local level to insure that those Employees who have signed effective check-off authorizations will be picked up so long as ARH is not required to compile additional records.

Section I. The parties shall make such arrangements as may be necessary to adapt the foregoing check-off provisions to the check-off of the service charge referred to in Article IV above, pursuant to voluntary authorizations thereof.

Section J. ARH agrees to furnish a list each month to the Union with the name, address, birth date, and date of employment of newly hired Employees and a list of terminated Employees in the bargaining unit.

Section K. The obligation of ARH to make the deductions as provided in Section A shall terminate upon the termination of the employment of the Employee who authorized the deduction or upon his transfer to a work classification not covered by the Agreement. When an Employee is on a layoff status or absence due to a leave without pay, the dues deduction shall be suspended; when an Employee is reinstated or returns from an official leave of

absence, deductions shall be resumed.

Section L. The Union agrees that it will indemnify and save ARH harmless from and against any action, claims, suit or other form of liability growing out of these deductions or any action taken in reliance on any list, notice or assignment furnished under any of such provisions. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as aforesaid.

Section M. The provisions of the Subsection shall be effective in accordance and consistent with applicable provisions of federal law.

ARTICLE VI

POLITICAL ACTION COMMITTEE DEDUCTION (PAC DEDUCTION)

Section A. Effective April 1, 1980, ARH agrees to deduct from the pay of Employees covered by the Collective Bargaining Agreement at any individual facility, an annual PAC deduction. The deduction will only be made at one (1) level and will be uniform for the bargaining unit.

Section B. The annual deduction will be made in the first full pay period covering wages paid for earnings owed for the month of January of each year:

Section C. Deduction will be made on the basis of authorization cards signed by the Employee and submitted to ARH thirty (30) days in advance of the pay period stated in Section B.

Section D. ARH will forward the deductions to the Treasurer of the United Steelworkers of America, Political Action Fund, Five Gateway Center, Pittsburgh, PA 15222, with a list showing the name and amount deducted for each employee.

Section E. The obligation of ARH to make the deduction provided in this Article shall terminate upon termination of the Employee and/or when the earnings of the Employee in the specified pay period are not sufficient to fully accommodate the deduction.

Section F. The Union agrees that it will indemnify and save ARH harmless from and against any action, claim, suit or other form of liability growing out of this deduction or any action taken in reliance on any list, notice or assignment furnished under any such provisions. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as aforesaid.

Section G. The provisions of this Article shall be effective in accordance and consistent with applicable provisions of federal law.

ARTICLE VII

SPECIAL INSURANCE DEDUCTION

Section A. Effective April 1, 1977, ARH agrees to deduct from the pay of all Employees covered by the Collective Bargaining Agreement at any individual hospital monthly insurance premium contributions for each Employee. The deduction will only be made in two (2) levels (amounts) which will be uniform for the bargaining unit. The deduction must be authorized in writing by each Employee. The special insurance deduction shall be forwarded by ARH to the appropriate insurance company.

Section B. The Union agrees that it will indemnify and save ARH harmless from and against any action, claim, suit or other form of liability growing out of these deductions or any action taken in reliance on any list, notice, or assignment furnished under any of such provisions. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as aforesaid.

ARTICLE VIII

UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section A. No Employee or representative of the Union shall engage in any activity, including the

distribution of literature which unreasonably *interferes with the performance of work* or in the work of ARH or in the work of a particular facility, provided however, nothing herein shall be considered as depriving either party hereto of any rights or protection granted under any applicable federal or state law.

Section B. A representative of the International Union shall have reasonable access to ARH for the purpose of *conferring with ARH management, officers of the local Union, and Employees.* He shall give notice to the Administrator or his designee upon his arrival. Where the International Union representative finds it necessary to enter a department of a hospital, he shall do so only in such a manner as to not interfere with patient care.

Section C. The Union shall have the privilege of posting notices of meetings, elections of local and International Union officers, notices of Union recreation, social, business, or other literature pertaining to legitimate Union activity on a bulletin board provided by ARH for that purpose. A notice shall be posted by the Union after delivering a copy of the notice to the Administrator's office. Such bulletin board shall be placed at a convenient and readily accessible place inside the hospitals and Central Pharmacy, Purchasing, Maintenance, and Laundry units at South Williamson, Kentucky and Clinics as agreed to by the parties. There shall be no other posting by Employees or the Union of

pamphlets, advertising or political matter, notice or any kind of literature upon ARH property other than this as provided herein.

Section D. No literature, pamphlets, advertising or political matter will be posted or distributed by management which are derogatory to the Union or its members, however, nothing herein shall be considered as depriving either party hereto of any rights or protection granted under any applicable federal or state law.

ARTICLE IX

DESCRIPTIONS AND CLASSIFICATIONS OF EXISTING, NEW OR CHANGED JOBS

Section A. When and if from time to time ARH, at its discretion, establishes a new job or changes the job content requirements of the job as to training, skill, responsibility, effort, and working conditions of an existing job, a new job description for the newly changed job shall be established in accordance with the following procedure.

1. ARH will develop a description of the job.
2. The proposed description will be submitted to the officially designated representatives of ARH and the union for mutual agreement of the job description.

3. **A job description and classification meeting shall be held within ninety (90) days after contract signing to discuss any job changes and/or upgrades. The company will designate representatives and all local union presidents shall be the officially designated representatives of the union. Only those persons (or a designee if the local union president is unable to attend) plus a maximum of two employees who work in the department or job classification which is being discussed and staff representatives will attend the description meeting. No other observers shall be present for the Union.**

4. **If ARH and other designated representatives are unable to agree upon the job description, ARH shall install the proposed job and the standard hourly wage for the job class to which the job is thus assigned shall apply. The employees affected shall work under the proposed job description and classification for a trial period of sixty (60) days. Thereafter, the Union may, at any time within thirty (30) days, file a grievance alleging that the job is improperly classified. Such grievances shall be submitted at the fourth step of the grievance and arbitration procedure of this Agreement. Thereafter, if the grievance is submitted to arbitration, the decision of the arbitrator shall be effective as of the date of the installation of the job.**

Section B: Job descriptions shall continue in effect unless:

1. The job is terminated or not occupied during a period of one (1) year; or
2. The description and classification is changed in accordance with mutual agreement of designated representatives of ARH and the Union.

Section C: All Union presidents shall be provided with copies of bargaining unit job descriptions presently in effect.

Section D. As job descriptions are reviewed or changed, both parties, by their designated representatives, will sign the approved job descriptions. The pay grade will be reflected on each job description.

ARTICLE X

JOB VACANCY NOTICE

Section A: When a job vacancy develops in a job classification covered by this Agreement, ARH shall inform employees of such vacancy by posting notices on the Union bulletin board in the facilities concerned. The notice should contain the following information:

1. Job title
2. Job description
3. Rate of pay and grade
4. Department
5. Shift involved and the day anticipated that the position will be vacant.
6. Estimated work schedule percentage for part time employees.

Such posting shall remain for five (5) days before final selection of the applicant is made. At the time such posting is made, a copy thereof shall be delivered to the local union president. ARH may fill the position immediately pending final selection of the applicant. Supervisors on weekend and holidays will accept job bids and issue a written receipt of same.

Section B. *Temporary jobs shall be defined as a job for a specific time period or a job vacant due to a leave of absence or extended illness. The job posting will state that the job is temporary and will terminate when the incumbent is able to return to work or in a specified number of days. Employees placed in temporary jobs shall return to their last previously held job at the time the employee moved to the temporary job. If the employee was on lay off status at the time he moved to the temporary job, the employee will be given the opportunity to bump at the end of the temporary job.*

B.1. When ARH establishes a temporary job for a specific time period it shall not extend beyond six months from the date initially filled. The six-month period shall not exceed six months through multiple fillings, unless resulting from the continued absence of the incumbent.

B.2 Any temporary job exceeding six months will be reviewed jointly for disposition by the parties.

B.3 The Company shall furnish the Union on a quarterly payroll basis a listing of all Steelworkers currently working in temporary jobs.

Section C. Eligible employees desiring to bid on posted jobs shall deliver their written application to the Administrator's office within the five (5) days posting. Employees will be afforded the opportunity to bid upward at any time. Employees shall not be eligible to bid laterally or down for a period of twelve months after their last lateral or down job change, except in cases where the bid would place them in formal training programs or when their currently held temporary job is posted as becoming a regular job. The twelve months shall commence on the date the employee was selected to fill the job. Employee with more than one year of continuous service will be permitted to exercise one wild card bid over the life of this Agreement. Employees will not be permitted

to bid back to their current or most previously held position for a period of six (6) months **unless exercising their wild card bid. The employee will not be allowed to bid back as her/his own replacement for a period of thirty (30) workdays.** All bids will be jointly reviewed by the Local Union President and the ARH Administrator or designee before the selection of the employee to fill the vacancy is made.

Section D. In job grades 1 - 6 employees bidding a job, who meet the requirements of the job, will be awarded the job on the basis of seniority. Employees bidding a job in grades 7 or above who meet the requirements of the job (have the necessary training, education, experience, physical fitness and ability) shall be awarded the job on the basis of better qualifications. If however, one of the applicants is senior to the selected employee and meets the basic requirements of the job as outlined above, he shall be given the opportunity, if requested by the employee within five (5) days of notification, to prove by means of a trial period that he can perform the job duties in a satisfactory manner. The trial period shall be impartial and not discriminatory. The length of the trial period will be ten (10) days. Employees failing to qualify for a bid job will return to their old classification at the rate they held prior to their bid.

Section E. The job vacancy shall be filled within nine (9) days after an Employee is selected to fill the vacancy unless, because of circumstances beyond the

control of ARH, it cannot be filled. If the Employee who is selected is not placed in the vacant position within nine (9) days as aforesaid, the Employee will, commencing with the tenth (10th) day be paid at the higher rate of pay, unless he is not so placed because of circumstances beyond the control of ARH, which shall include a concurrent chain of postings. In the case of a lateral or downward bid, the employee will, commencing with the tenth (10th) day, be paid at the rate of one pay grade higher than his or her current rate until moved, unless he or she is not so placed because of circumstances beyond the control of ARH, which shall include a concurrent chain of postings.

Section F. In the event an employee is awarded a job and is unable to perform the tasks required by the job description, said employee shall be disqualified and:

1. The employee would be returned to his last previously held job if it is vacant.
2. If F.1. is not applicable, the employee will be placed in a job grade 1 or 2 job classification provided the employee meets all the requirements of the position description and possesses the necessary seniority to displace the least senior employee.
3. If F.1. and F.2. are not applicable, the employee will be placed on LWOP for the period of time specified under Article XIII, Seniority, Section C.3. with all due

seniority and bidding rights. A disqualified employee shall not improve his job grade rate over his last previously held job under the provisions of this section.

Section G. New hires shall not be eligible to bid for a period of twelve months from the date of hire, except to bid to a higher percentage in their current job. At the sole discretion of the local Administrator or Community CEO, new hires may be permitted to bid on other job openings within the first twelve months of employment.

ARTICLE XI PROBATIONARY EMPLOYEES

Section A. Newly hired employees shall be considered probationary employees for a period of four hundred (400) working hours after their employment and will receive no continuous service credit during such period. If continued in service subsequent to the first four hundred (400) working hours after their employment, they shall receive full continuous service credit from the date of original hiring.

Section B. ARH retains the sole and exclusive right to transfer, layoff or discharge probationary Employees.

Section C. Probationary Employees may file and process grievances under this Agreement and shall receive full protection of this Agreement; however, a transfer, layoff or discharge may not be made the subject of a grievance. Probationary Employees will not be discriminated against for Union Activity.

Section D. A probationary Employee cannot bid on posted jobs during his probationary period. However, should no full-time or regularly employed part-time Employee bid on a posted job or should none of the full-time or regularly employed part-time Employees who have bid be qualified to fill the posted job, consideration shall be given by the Administrator to probationary Employees before applicants are accepted from outside the bargaining unit.

ARTICLE XII

DEFINITION OF ACTIVE AND CONTINUOUS SERVICE

Section A. Effective April 1, 1977 this clause defines how Active and Continuous Service will be defined and interpreted for use in Article XXIII Vacations, and Article XIX Sick Leave.

Section B. The Active and Continuous Service period of time will be calculated from the date of employment.

Section C. The Active and Continuous Service period of time calculated in Section B above will not be interrupted for any official leave of absence without pay for periods of time less than two (2) years. ARH shall not be entitled to accumulate absences without pay. Only continuing absences without pay for periods of time less than two (2) years shall qualify for the benefits of this Article.

Section D. The Active and Continuous Service period of time calculated in Section B above will be interrupted by official periods of leave of absence without pay in excess of two (2) or more years; e.g. an Employee on official leave of absence for twenty-five (25) months will have his Active and Continuous Service period reduced by one (1) month.

Section E. Any Employee on Leave Without Pay who is eligible for and receiving worker's compensation benefits will not have his Active and Continuous service time interrupted. When eligibility for worker's compensation benefits cease or when worker's compensation benefit payments stop, the Active and Continuous Service period of eligibility will cease. However, when an Employee who is on leave without pay for a compensable injury under the State Worker's Compensation laws covering his employment receives a lump sum payment, the period of time allowed by Section C.9.a. of Article XIII will be applicable.

ARTICLE XIII

SENIORITY

Section A. Bargaining Unit seniority is defined as the length of time an Employee has been continuously employed with a particular facility in a classification covered by this Agreement.

Section B. For purposes of promotion, demotion, lateral transfers, layoffs, and recalls, an Employee's length of service at each individual facility shall govern as described in Article X, Job Vacancy, Section D. Shift preference selection within a job classification in a department or unit shall be on the basis of seniority as it has been done in the past unless a local agreement is made specifying different.

Section C. Seniority rights shall be terminated when any of the following occur:

1. An Employee terminates voluntarily;
2. An Employee is discharged for cause;
3. An Employee is laid off for the period of time specified in the following chart:

EMPLOYEES LENGTH OF SERVICE	TIME OF TERMINATION
During probation periodImmediate
After probation period but less than 1 year	Length of Service, not to exceed 6 months
1 year but less than 3 years1 year
3 years but less than 6 years2 years
6 years but less than 11 years3 years
11 years or more4 years

4. A probationary Employee is terminated as provided in Article XI;

5. An employee on sick leave fails to return as soon as the physician certifies that he/she is able to do so;

6. An Employee on layoff who does not notify the ARH administrator of his intention to return to work immediately after notification or who does not return to work when recalled after a layoff within seven (7) calendar days after being notified to return to work by certified mail addressed to his last known address as shown on ARH's records, unless excused because of the occurrence of an act or event over which the Employee can exercise no reasonable control;

7. An Employee exceeds an official leave of absence;
8. An Employee retires (however, this shall not apply to retirement for disability);
9. An Employee is disabled with an ARH compensable injury during the course of ARH employment and;
 - a. After final payment of statutory compensation fails to return to work within the time constraints specified in Section C.3. The time period commencing from the date of the award.
 - b. Accepts gainful employment unless ARH determines he is physically unable to perform the ARH job offered.
10. An Employee is disabled with a non-compensable injury and;
 - a. Is absent for a period of time in excess of two (2) years.
 - b. Accepts gainful employment unless ARH determines he is physically unable to perform the ARH job offered.

Section D. In the event a bargaining unit employee accepts a job with management, his accrual of seniority shall cease as of the date he enters the management job. Such employee's accrued seniority shall be preserved for a period not to exceed sixty

(60) days. Should the employee return to the bargaining unit within the sixty (60) day period described above, his accrued seniority as of the date of his status change will be restored. Thereafter, he shall be considered a new employee should he return to the bargaining unit. Preservation of such seniority shall be solely for the purpose of protecting the employee's seniority rights and shall not be used for any other purposes.

Section E. Except as otherwise provided in Article XXIII, Vacations and Article XIX, Sick Leave, any Employee absent due to physical disability who returns to work will suffer no loss of seniority.

Section F. ARH shall provide the Local Union updated seniority lists each July 1 and January 1 of each year, and a copy will be posted on the Union bulletin board. Unless written objection is made thereto within thirty (30) days after posting, the list shall be presumed correct.

ARTICLE XIV LAYOFF, BUMPING, RECALL, REDUCTION OF HOURS

Section A. Layoff

1. When ARH determines that a layoff is needed, a list of those Employees affected shall be posted on the Union bulletin board and a copy of such list shall

be given to the Union prior to the layoff. ARH will use its best efforts to advise those affected two (2) weeks prior to the effective date of such layoff. During such two (2) week period ARH will discuss the decision with the local union committee at the affected facility. The reasons for such layoff will be explained. ARH will take into consideration any alternative method proposed by the local union committee. Any alternative proposals resulting from the discussions will not be unreasonably denied.

2. Whenever ARH either reduces or increases its working force in a particular facility, the principle of seniority shall prevail, provided the employee retained or recalled meets the requirements of the job.

3. An employee continuously on layoff for thirty (30) days or more shall be given the opportunity to transfer to other ARH facilities prior to ARH hiring a new employee for job vacancies at other facilities covered by this Agreement in accordance with the following:

a. The job vacancies for which Employees shall be eligible under these provisions shall be only those that are not filled out of the seniority unit in the particular facility.

b. an employee shall be given such priority only if he files with the Administrator of the facility from which he is laid off a written request for

such employment specifying the other facility or facilities at which he would accept employment. Such application shall be on a form provided by ARH, and made available on the date of layoff. Employees who thus apply shall be given the opportunity to transfer to the job vacancies (other than temporary vacancies) over new hires, and after they have been continuously on layoff for thirty (30) days, and shall be given such priority in order of their local seniority (the earliest date of birth to control where such seniority is identical), provided such Employees have the ability to do the job.

c. an Employee laid off from one facility who is offered and who accepts a job at another facility in accordance with the foregoing provisions will have the same obligation to report for work there as though he were a laid-off Employee at ARH. During his employment at the facility, he will be subject to all the rules and conditions of employment in effect at that facility. He will be considered as a new Employee at that facility for all purposes except that the provisions of the probationary employees clause will not be applicable, and his local seniority at the transfer facility for determining his seniority for purposes of promotion, decrease in forces, or recalls after layoff at that unit shall be from the date of transfer to the new facility. At any time during the first fourteen (14) calendar days of his employment at the transfer facility he may

elect to terminate such employment without affecting his seniority at his home facility provided he gives reasonable notice of his intended termination. If he is laid off from the transfer facility his seniority at the transfer facility will be cancelled when he is recalled to his home facility. If his home facility is closed permanently his seniority at his home facility will be cancelled and the facility to which he was transferred will become his home facility.

d. an employee who accepts employment at another facility under these provisions will continue to accrue seniority at his home facility in accordance with the applicable seniority rules.

e. In the event of the closure of an ARH facility, unit, department, or service, the 30-day waiting period will be waived.

4. Employees who are on sick leave or temporary disability, or **Workers Compensation** status as verified by a physician, two weeks prior to a layoff notification and who continue to be on such status shall not be subject to layoff until such time as:

a. they are released to return to work by a physician or;

b. they fail to provide proof of continued disability every two weeks. ARH will allow

these employees to continue to be paid for their accumulated sick leave and temporary disability benefits. Additionally ARH will continue to provide at its own cost and expense health insurance coverage of the Employee for a period of three (3) calendar months from the effective date of the layoff notification. All other employees on leave at the time a layoff occurs will be considered for layoff just as all other Employees who are on active status.

5. Laid off Employees who are enrolled in ARH's group life insurance and health insurance plans may remain in the group, providing they pay the premium and have the money in to the Payroll Department prior to the first day of the month.

6. Employees who terminate their employment while on layoff status are to be paid for Additional Vacation Pay due, Holiday Time Earned, accrued unused Vacation Balance and unused accrued Sick Leave Balance.

7. Employees eligible for vacation and subject to layoff will be paid accrued vacation and holiday K-time when so requested.

Section B. Bumping

There will be no bumping of jobs of Employees with seniority at any time except in the case of a layoff. (With the only exception noted under Article X, Job

Vacancy Notice, Section F.2).

1. To bump a job, the employee must be able to do the work and have greater seniority than the person whom they bump. Employees who are unable to exercise their right to bump due to an illness or injury may exercise their bumping rights when they are certified by their physician as being able to return to work.

2. Employees who bump a job must be able to do the job. In cases where an employee meets the qualifications established for a job, but has not demonstrated that he can do the job, he must prove by means of an impartial and non-discriminatory trial period that he can perform the job. The length of the trial period will be established by the supervisor and will not be less than **five (5)** work days nor more than **twenty (20)** work days. The trial period is not to be construed to be a training period although the employee will be given basic orientation and instruction relative to what is expected of an employee in the job. Employees who are not able to satisfactorily complete a trial period will be placed on whatever jobs are vacant and available and will remain on such jobs until such time as the bid-in job becomes available.

3. When an employee is notified that he will be affected by a layoff, he has three (3) days after notification, exclusive of weekends and holidays, to make his decision on whom he wants to bump. Each

bumped employee has three (3) days after being notified, exclusive of weekends and holidays, of being bumped to make their decision on whom to bump.

4. An Employee facing layoff will normally only exercise his bumping right laterally or downward. However, when a laid-off employee has worked in a higher graded position before and performed the duties satisfactorily, he may bump upward into the position providing he has greater seniority than the incumbent employees. Cases of employees wanting to bump up who have not worked in the job before will be reviewed individually, if the employee is totally familiar with the job and has a reasonable claim to it. Such cases will be reviewed and decided by the Director of Labor/Employee Relations or designee.

5. Should an Employee's bump job be eliminated or should he be bumped off his bump job, he shall be given the right to bump again. This right of retaining bumping privileges and seniority rights to bump jobs shall continue as long as the Employee's job is eliminated. When working conditions warrant, an Employee will return to his normal bid-in job.

6. When an Employee's bid job becomes open after he has bumped into another job, the Employee shall return to his bid job. If an employee is in a bump job and successfully bids on a posted job, the new job becomes his bid-in job and he no longer has recall

rights to the job from which he was bumped.

7. Employees who do not exercise their right to bump will, if they have the ability to do the job, be placed on whatever jobs are vacant and available and will remain on such jobs until such time as the bid-in job becomes available.

8. All Employees making bumps in the proper manner will be assigned to their bump job at the earliest practical date.

9. Employees will be permitted to bump into only one position not to exceed the estimated work schedule of their bid-in job.

Section C. Recall

1. Notification of recall from layoff for purposes of this Article shall be by Certified Mail to the Employee's last known address as shown by ARH's records. It shall be the responsibility of the Employee to keep ARH notified of his current address.

2. An Employee on layoff shall notify the ARH Administrator of his intention to return to work immediately after notification and must return to work within seven (7) calendar days after being notified, unless other arrangements are made with the Administrator.

3. If a bid-in job is deemed available, the senior employee whose bid job is available shall be recalled to it. In the event an Employee on layoff, senior to *the person whose bid job is available, is qualified to perform all tasks required of the available job, that senior employee would be recalled to that job, provided that Employee had indicated in a written request to be considered for that job.*

4. Prior to recalling a junior employee, displaced employees will be afforded the opportunity to be *reassigned to any higher compensated position that becomes available for recall provided: (1) the more senior displaced employee meets the qualifications of the position description and can perform all the tasks of the job in a satisfactory manner without training and (2) the displaced employee has provided a written request to be considered for the job.*

Section D. Reduction of Hours

1. Whenever economic or other business related reasons dictate, ARH may implement a reduction of hours, which does not constitute a layoff, and precludes affected employees from bumping other employees. A reduction of hours may include an individual employee or group of employees.

2. In the event an immediate reduction of hours is necessary, ARH will reduce the hours of the junior employee(s) in the classification, on the shift, within the department, provided the remaining employees

can satisfactorily and efficiently perform the remaining tasks required.

a. The senior employee subject to reduction of hours on a given day will be permitted to exercise his or her seniority to displace the junior employee in the classification on that shift in some other department. Only one bump would be involved.

3. In the event ARH has the opportunity to schedule a reduction of hours, ARH will reduce the hours of the junior employee(s) in the classification, within the department, provided the remaining employees can satisfactorily and efficiently perform the remaining tasks required. Rescheduling to assure the least senior employee in the classification experiences the reduction of hours will be implemented as soon as it can be accomplished without incurring overtime, but no later than within two weeks. The junior employee on the shift subject to the reduction of hours may exercise the option to accept the reduction of hours rather than displace a less senior employee on another shift.

4. If the reduction of hours for an employee equals or exceeds an average of sixteen hours per week over any consecutive two-week period of time, the employee would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.

5. If the reduction of hours for an employee equals or exceeds an average of eight hours per week over any consecutive four-week period of time, the employee would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.

6. If the reduction of hours for an employee equals or exceeds an average of four hours per week over any consecutive twelve-week period of time, employees would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.

7. In the event an employee qualifies for the opportunity to bump due to exceeding the reduction of hour's criteria in Sections D.4. or D.5. or D.6., the employee may exercise the following option:

a. Bump immediately; or

b. Retain the right to bump in the future should the pattern of reduction of hours continue.

8. Full-time employees affected by a reduction of hours will retain full-time status for the accrual of benefits.

9. In the event an employee is subject to a reduction of hours, the employee may exercise the option to be paid accrued vacation hours or earned holiday hours to compensate for an equal number of hours reduced.

Despite the use of vacation hours or earned holiday hours, the total number of hours reduced will be counted in the reduction of hours tally, for application under Sections D.4. or D.5. or D.6.

10. With the exception of the provisions of Section D.9., an ARH imposed reduction of hours shall be calculated as bid hours less hours paid.

11. In the event a reduction of hours is necessary, ARH may ask employees to voluntarily reduce their hours.

ARTICLE XV

HOURS OF WORK AND WORK WEEK

Section A. The basic work day for all Employees under this Article shall be eight (8) hours per day. The basic work week for said Employees shall be forty (40) hours per week. The work week shall begin with the first shift on Monday, which is sometimes referred to as the "C" shift.

Section B. Hours worked in excess of the basic work day (8 hours) or the basic work week (40 hours) shall be paid at the rate of time and one-half the regular straight time rate. Overtime payments, payable under the foregoing overtime policies, shall not be pyramided. Overtime payments for the week shall be made under whichever policy allows the greater

amount of such pay.

Section C. Hours worked on a seventh consecutive day in any scheduled work week shall be paid for at double the regular straight time rate.

Section D. Employees shall be expected to work overtime when requested, however, ARH shall endeavor, insofar as may be practicable, to make an equitable distribution of overtime among the qualified Employees within a job classification. An Employee will not be disciplined for refusing to work overtime who has good and sufficient cause for so refusing to work overtime.

Section E. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an Employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such Employee of any specified number of hours of work either per day or per pay period or as limiting the right of ARH to fix the number of hours of work, including overtime, either per day or per pay period, for such Employee.

Section F. ARH will make a reasonable effort to avoid the scheduling of any employee to work three consecutive weekends and if this cannot be avoided, ARH will make a reasonable effort to schedule the employee off four (4) consecutive days.

ARTICLE XVI

PYRAMIDING OF PREMIUM PAY PROHIBITED

Overtime pay, holiday pay, any other premium pay shall not be pyramided and the Employee shall receive only the premium pay which will entitle him to the greater amount of pay. For example, if an Employee works on a holiday and such time worked is also in excess of forty (40) hours per work week, the Employee shall be entitled to receive only the premium pay for working on the holiday and not that plus the overtime pay.

ARTICLE XVII

RATES OF PAY

Section A. The Union and ARH recognize that there has been established a Standard Rate of Pay for all grades covered by this Agreement.

Section B. Effective **April 1, 2004**, the established Standard and Start Rate shall be as reflected in Appendix A.

Section C. New Employees will be hired at the Start Rate in effect for that particular classification. Where licensure, registration or certification is required by ARH, ARH will hire at 10% below the Start Rate and

will move the Employee to the Start Rate upon proof of licensure, registration, or certification.

New employees will advance to the Standard Rate after 12 months of active service.

Current employees at the Start Rate will advance to the Standard Rate upon completion of the time periods specified above. Start Rate will be applicable only to new hires thereafter.

Section D. Movement by bidding or bumping will be from Start Rate to Start Rate or Standard Rate to Standard Rate.

Section E. Red Circled Employees

Employees whose rates of pay are currently red circled or will be red circled as a result of the new wage structure will maintain their red circled rate in cents per hour with relation to the new wage structure until such time as they successfully bid into another classification.

Section F. Call-In Pay

ARH shall guarantee any Employee who is called back to work after that Employee has already left for the day or is on a day off, a minimum of four (4) hours work and/or pay at the rate for the time on the call-back.

Section G. Stand-by Pay

ARH's regular policy on Stand-by shall apply to the Employee's covered by this bargaining agreement. Employees who are required by ARH to be on "Stand-By" will be compensated at the rate of \$4.00 for each eight (8) hour Evening "B" shift and \$4.00 for each eight (8) hour Night "C" shift. In the event the Employee is required to be on Stand-By on a Saturday, Sunday or a Holiday, the Employee will be compensated at the rate of \$6.00 for each eight (8) hour shift they are on "Stand-by."

Section H. Shift Differential

A uniform starting time for the "A" (day) shift shall be established in each facility for the purpose of payment of shift differential.

The Employees required to perform work on the "B" or "C" shifts shall receive the applicable shift differential for all hours worked on such shifts, as follows:

1. The Employee shall receive an additional twenty-five (25) cents per hour for all hours worked on the "B" or second shift.
2. The Employee shall receive an additional thirty (30) cents per hour for all hours worked on the "C" or third shift.

Section I. Report in Pay

When an employee reports to work as directed, such employee shall be guaranteed 2 hours work or 2 hours pay at the appropriate rate.

Section J. Rate Retention

In the event an employee is placed in a lower rated job as a result of a bump, the employee shall retain his current rate of pay for a period not to exceed sixty (60) calendar days from the date of being placed in the bump job. In the event an employee in a bump job is bumped prior to the expiration of 60 days, the number of days remaining in rate retention for the previous bump will remain in effect and shall be counted against the 60 day protection afforded the next bump.

A bumped employee who bids on a job shall not be subject to this section.

ARTICLE XVIII

MEDICAL BENEFITS

Section A. Hospital, Physician, and Major Medical Insurance coverage will be available to eligible employees of ARH as defined in the ARH Health Care Plan Summary Plan Description. A summary of these benefits are listed in the following sections and

subsections.

1. ARH will make available to all eligible employees, the ARH Health Care Plan. Such coverage and benefits shall be subject to a Coordination of Benefits rider as in effect.

2. ARH shall provide physician medical insurance equivalent to Commonwealth Health Alliance Usual and Customary Rate (UCR).

3. Major Medical coverage will be subject to Coordination of Benefits. The Major Medical Coverage is subject to a One Hundred Dollar (\$100) deductible with a Two Hundred Dollar (\$200) family maximum. Any co-payment is applicable to the first Twenty-five Thousand Dollars (\$25,000). Benefits in excess of Twenty-five Thousand Dollars (\$25,000) are reimbursed on a 100% basis with no co-payment. Coverage will be provided for a maximum of one million (\$1,000,000) for lifetime benefits for each covered person.

4. When an Employee is on Leave Without Pay-No Pay status due to an illness or injury, ARH will continue to provide at its own cost and expense health insurance coverage of the Employee for the remainder of the month in which the Employee reaches "No Pay" status.

5. ARH shall not provide nor pay for the cost of any additional rider or additional coverage, which any

Employee may choose to purchase. . .

6. ARH reserves the right to select the benefit carrier, which may include offering the employees coverage under a Health Maintenance Organization in accordance with applicable state and federal law. . .

Section B. Use of ARH Emergency Rooms

1. ARH will provide at its own cost and expense the charge for use of the Emergency Room and professional fees of ARH employed emergency room physicians at any Appalachian Regional Hospital for the employees covered by this Agreement, and the members of the employee's immediate family as defined by the ARH Health Care Plan. This provision will cover emergency cases only, and shall not pay for any extra services required in treatment of the emergency cases.

2. ARH will provide at its own cost and expense such drugs and medications that are used in the Emergency Room in connection with the provisions of the preceding paragraph.

Section C. Pharmacy Discounts

Employees shall receive the following discounts on pharmaceuticals currently covered under the ARH Major Medical Program when filled in an ARH pharmacy:

1. Employees be charged 20% of ARH's average wholesale price with a minimum charge of \$5.00 per generic prescription, \$10.00 per formulary brand name prescription, and \$20.00 per non-formulary brand name prescription. If the employee chooses the brand name when a generic is available, the employee must pay the difference between the cost of the brand name and the generic.

2. Retired Hospital Employees shall be charged the Average Wholesale Price for pharmaceuticals purchased at ARH.

Section D. Hospital Bill Discounts

For services rendered and hospital admissions at any of this Hospitals' hospitals, ARH shall allow a discount of twenty-five (25%) percent on the uninsured balance of any charges for such hospital services, (excluding telephone, tax, pharmaceuticals) rendered to any Employee covered by this Agreement and his immediate family as defined by the ARH Health Care Plan.

Section E. Use of Private Room

ARH will admit or transfer an employee or the employee's immediate family, as defined by the ARH Health Care Plan, to a private room (excluding VIP rooms) as available at no extra charge.

Section F. Eligibility For Medical Benefits

For the purpose of this Article, any Employee whether full time or part time who is not regularly scheduled and who does not have more than three (3) months of employment is not eligible for the aforesaid benefits.

Section G. Other

1. The 100% coverage of the first \$200 of lab and \$200 of x-ray is applicable only in an ARH facility. 70% will be applicable for non-ARH network providers. 60% will be applicable for non-network providers, only if the service is not available in the network.
2. Pre-certification will be required for all MRI's and CT scans.
3. Employee spouse will NOT be covered under the ARH Health Care Plan, if the spouse has access to coverage through their employer and have waived coverage in return for flex-benefits.

Section H. Monthly Premiums

Monthly health insurance premiums will be deducted from one pay period each month in the amount of:

0.5% of base wages for employee only coverage; 0.75% of base wages for employee plus one dependent coverage; and 1.0% of base wages for family coverage.

ARTICLE XIX

SICK LEAVE

Section A. Employees will accrue sick leave at the rate of 2.462 hours per pay period.

Section B. Unused accrued sick leave earned in one (1) year will be carried over to a subsequent year.

Section C. Sick leave accrual for part-time employees will be prorated.

Section D. All payments will be made at the Employee's regular straight time rate.

Section E. Any Employee who takes sick leave when he/she is not prevented by his/her own illness from performing his work assignment is subject to discharge by ARH, with the exception, employees may use accrued sick leave for the illness of a dependent, spouse or child.

Section F. For purposes of this Article, an Employee becomes eligible to use accrued sick leave after the completion of six months of continuous service.

Section G. "Active and Continuous Service" as used in the Article shall be interpreted and is defined in Article XII Definition of Active and Continuous Service.

Section H. At the conclusion of an Employee's career with ARH, unused accrued sick leave will be paid as a lump sum payment (less applicable deductions) and applied to credited years of service to enhance the retirement benefit. In the event of the death of the Employee, any unused accrued sick leave would be distributed with the final earnings, in accordance with applicable State and Federal laws.

Section I. Catastrophic protection for current employees will be provided by creating a reserve sick leave bank, "allotment account" equivalent to the current employees' sick leave allotment for calendar year 2001. Employees would be required to use sick leave from the accrued balance, prior to accessing the allotment account. The allotment account would be accessed only after the accrual account has been depleted. Sick days used from the allotment account will be subject to the same procedures in place prior to March 12, 2001, to include applicability to the Absenteeism Control Program.

Section J. Accrued sick leave used will not be applicable to the Absenteeism Control Program.

Section K. Forms for the timely solicitation of accrued sick leave donations will be made available.

Donated accrued sick leave hours will not be counted as an absence for the donor.

ARTICLE XX

TEMPORARY DISABILITY

Section A. Each Employee covered by this Agreement who is prevented by his own bonafide illness or injury from performing his work assignment shall receive the following Temporary Disability Benefits:

1. Temporary Disability Benefits will commence following a period of time, which is the greater of:
 - a. thirty-one (31) continuous days of absence because of the Employee's own bonafide illness or injury, or,
 - b. the expiration of the Employee's accumulated sick leave days as provided under Section A of this Article, or,
 - c. seven (7) scheduled days of absence because of the Employee's own bonafide illness or injury, for Employees hired prior to **March 26, 2001**, who have exhausted their accrued sick leave and exhausted their allotment account and they would have been eligible for a new allotment under the former sick leave allotment procedure.

Temporary disability benefits will begin with the eighth scheduled day of absence and the initial seven (7) scheduled days of absence will be paid after the fourteenth

d. scheduled day of absence.

2. Temporary Disability. Benefits will be provided for each separate period of disability (as defined in paragraph 6 of this Section) in accordance with the following schedule:

**Amount of Earnings Payable
and Duration of Benefits**

Length of Employment	75% of Earnings	50% of Earnings
3 months but less than 1 year	1 Work Week	0 Work Weeks
1 year but less than 2 years	1 Work Week	2 Work Weeks
2 years but less than 3 years	2 Work Weeks	19 Work Weeks
3 years but less than 4 years	3 Work Weeks	18 Work Weeks
4 years but less than 5 years	4 Work Weeks	17 Work Weeks

5 years but less than 6 years	5 Work Weeks	16 Work Weeks
6 years but less than 7 years	6 Work Weeks	15 Work Weeks
7 years but less than 8 years	7 Work Weeks	14 Work Weeks
8 years but less than 9 years	8 Work Weeks	13 Work Weeks
9 years but less than 10 years	9 Work Weeks	12 Work Weeks
10 years and over	10 Work Weeks	11 Work Weeks

3. "Length of Employment" for purposes of determining the Employee's Temporary Disability Benefits is defined as the period of his active and continuous service with ARH on the date he is first entitled to receive Temporary Disability Benefits for the illness or injury which prevents him from performing his work assignment.

4. For the purpose of determining the amount of the Employee's Temporary Disability Benefits, "earnings" are defined as the Employee's straight time rate of pay in effect at the commencement of the period of temporary disability.

5. For the purposes of determining the length of payment of Temporary Disability Benefits, a "Work

Week" is defined as the regularly scheduled number of days and hours per day of the Employee's last completed week of continuous employment prior to the commencement of the period of temporary disability.

6. All Temporary Disability absences of an Employee shall be considered as occurring during a single period of disability unless:

a. The successive absences are separated by at least two (2) consecutive weeks of active work on a full-time basis.

b. The successive absences are due to entirely unrelated causes and separated by at least one (1) full day of work on an active basis.

7. The Employee must be under the care of a physician in order to receive benefits from the Temporary Disability Plan. Employees must furnish a physician's statement indicating the nature of the disability, the date on which it commenced, and the anticipated date of recovery.

Section A. seven (7) scheduled days of absence because of the Employee's own bonafide illness or injury, for Employees hired prior to March 26, 2001, who have exhausted their accrued sick leave and exhausted their allotment account and they would have been eligible for a new allotment

under the former sick leave allotment procedure. Temporary disability benefits will begin with the eighth scheduled day of absence and the initial seven (7) scheduled days of absence will be paid after the fourteenth scheduled day of absence. If a physician's statement clearly defines the necessity for the employee to be on an extended absence in excess of fifteen scheduled workdays, payment for Temporary Disability will commence with the first day of absence.

Section B. All payments will be made at the Employee's regular straight time rate.

Section C. Any Employee who takes sick leave and/or temporary disability when he is not prevented by his own illness from performing his work assignment is subject to discharge by ARH.

Section D. "Active and Continuous Service" as used in this Article shall be interpreted and is defined in Article XII, Definition of Active and Continuous Service.

Section E. Employees on temporary disability are required to report to ARH and provide proof of continued disability to receive their benefit checks. Employees under doctor's orders to remain home need only submit a doctor's report so stating.

ARTICLE XXI

WORKERS COMPENSATION

ARH will comply with State workers compensation provisions.

ARTICLE XXII

PENSION

The current Appalachian Regional Healthcare Inc. Restated Non-Contributory Pension Plan will continue to remain in effect.

1. April 1, 1998, the benefit calculation formula set out in Section 4.03 (d) shall read as follows:

Section 4.03 (d) Twenty-five Dollars (\$25.00) multiplied by years of credited service.

2. The 30-year cap was removed in 1989.

ARTICLE XXIII

VACATIONS

Section A. All regular Employees who have not completed thirteen (13) continuous pay periods (approximately six (6) months) of active and

continuous service are not eligible to use any vacation time. All regular Employees covered by this Agreement who have completed thirteen (13) continuous pay periods (approximately six (6) months) of active and continuous service with ARH, shall be granted one week's vacation (forty (40) work hours) with pay at the Employee's regular straight time rate. For each additional pay period thereafter, 3.077 hours of vacation time shall be added for each completed additional pay period of service until twenty-six (26) continuous pay periods of service have been completed.

Section B. All regular Employees covered by this Agreement who have completed twenty-six (26) continuous pay periods (one (1) year) of active and continuous service with ARH, but less than one hundred eighty-two (182) continuous pay periods (seven (7) years) of active and continuous service with ARH, shall be granted a vacation of two (2) weeks (eighty (80) work hours) with pay at the Employee's regular straight time rate. In each twenty-six (26) pay period year, such vacation will be earned at the rate of 3.077 hours for each completed pay period of service.

Section C.

1. All regular Employees covered by this Agreement having one-hundred eighty-two (182) continuous pay periods (seven (7) years) of active and continuous service with ARH shall

be granted a vacation of three (3) weeks (one hundred twenty (120) work hours) at the Employee's regular straight time rate. In each twenty-six (26) pay period year, such vacation will be earned at the rate of 4.6154 hours for each complete pay period of service.

2. *Employees who have completed eleven (11) years of active and continuous service, but less than twelve (12) years of active and continuous service, shall be granted three (3) weeks vacation with pay. In addition to his regular vacation pay he shall receive an additional amount equal to eight (8) hours pay at his established rate of pay.*

3. *Employees who have completed twelve (12) years of active and continuous service but less than thirteen (13) years of active and continuous service, shall be granted three weeks vacation with pay. In addition to his regular vacation pay he shall receive an additional amount equal to sixteen (16) hours pay at his established rate of pay.*

4. *Employees who have completed thirteen (13) years of active and continuous service, but less than fourteen (14) years of active and continuous service, shall be granted three (3) weeks vacation with pay. In addition to his regular vacation pay he shall receive an additional amount equal to twenty-four (24)*

hours pay at his established rate of pay.

5. Employees who have completed fourteen (14) years of active and continuous service, but less than fifteen (15) years of active and continuous service, shall be granted three (3) weeks vacation with pay. In addition to his regular vacation pay, he shall receive an additional amount equal to thirty-two (32) hour's pay at his established rate of pay.

6. Employees who have completed fifteen (15) years or more of active and continuous service shall be granted three (3) weeks vacation with pay. In addition to his regular vacation pay he shall receive an additional amount equal to forty (40) hours pay at his established rate of pay.

7. Employees who are entitled to additional vacation pay as outlined above, will have the option of receiving the pay as additional vacation pay or actually taking the time off as a paid vacation day, provided ARH does not have to incur overtime to do so.

Section D. Vacations shall be taken at the convenience of the Employee with prior approval from the supervisor. Vacation earned in one calendar year must be used prior to the end of the next calendar year or be forfeited.

Section E. Each Employee may request his vacation time off by giving sixty (60) days written notice to his supervisor, and such request shall be granted on a seniority basis subject to Section D of this Article. The supervisor will respond to such request thirty (30) days in advance. Failure to respond will be interpreted to mean approval of the vacation request. Any Employee who does not give sixty (60) days written notice shall not be granted his vacation on a seniority basis. However, the supervisor will use his best efforts to respond to the request in a reasonable period of time. **The supervisor will give a written response to the request 30 days in advance.**

Section F. "Active and Continuous Service" as used in this Article shall be interpreted and is defined in Article XII, Definition of Active and Continuous Service.

ARTICLE XXIV

HOLIDAYS

Section A. Each employee shall be entitled to nine (9) paid Holidays each year as follows:

1. New Year's Day
2. Floating Holidays (2)
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day

7. Thanksgiving Day
8. Christmas Day

Section B. To be paid for a Holiday, an Employee must have worked on the last scheduled shift prior to and the next scheduled shift after such Holiday, unless the absence is authorized or excused.

Section C. An Employee who is scheduled to work on any Holiday and who does not work on such Holiday, without good and sufficient reason, shall receive no pay for such Holiday.

Section D. It being recognized that a health care provider, due to the nature of its activities, works everyday of the year and consequently, it is not possible for all Employees to be off duty on the same day, ARH shall have the right on reasonable notice given and at its sole discretion to require any Employee to work on any of the Holidays.

Section E. For the purpose of computation of pay for the Holidays enumerated in Section A, an Employee shall be paid in the following manner:

1. Where the Employee is not scheduled to work and where the holiday is not worked, at the Employee's regular straight time rate;
2. Where the Holiday is worked, at double the Employee's regular straight time rate.

In addition, an Employee who worked on the Holiday shall be given a day off within sixty (60) calendar days following the Holiday worked as mutually agreed upon by the Employee and Supervisor. If a day cannot be mutually agreed upon within sixty (60) calendar days following the Holiday worked, he shall receive an additional twelve (12) hour's pay at his regular straight time rate. Pay for Holidays not worked and pay in lieu of a day off within the aforesaid sixty (60) day period, if the Employee works on a Holiday, shall not be used to determine overtime pay.

Section F. For purposes of computing holiday pay, the Holiday shall begin at the shift changing time nearest 12:01 a.m. on the calendar date of the Holiday.

Section G. To qualify for one Floating Holiday, the Employee must be an employee on or before April 1. To qualify for the second Floating Holiday, the Employee must be an employee before July 1.

ARTICLE XXV

BEREAVEMENT LEAVE

In the event of a death in the immediate family of an Employee, a reasonable leave of absence, with pay, shall be granted to such Employee on the following terms and conditions:

1. Full-time Employees shall be paid eight (8) hours pay at the Employee's regular straight time rate for each scheduled day of work missed while on bereavement leave, provided, however, that in no event shall such days exceed three (3) and no bereavement leave pay shall be granted for days actually worked or for days that the Employee was not scheduled to work.
2. An Employee who has a death in the immediate family shall inform his supervisor, or other designated representative of ARH, of the death prior to commencing the leave of absence.
3. As used herein, the term "immediate family" means persons regularly residing in the Employee's household; or the father-in-law, mother-in-law, stepparents, **stepdaughter**, **stepson**, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild of either the Employee or such employee's spouse.
4. As used herein, the term "reasonable leave of absence" means a leave of absence of three (3) calendar days if the decedent resides in the community surrounding the hospital provided, however, that no leave will be granted if an Employee is on leave of absence without pay or layoff. The Employee will return to work on the next scheduled work-day following the funeral.

5. In the event of a death of a mother or father, sister or brother of the Employee, the Employee shall be granted a bereavement leave of absence of three (3) work-days, and in the event of a death of a spouse, son or daughter, **stepson or stepdaughter**, the Employee shall be granted a bereavement leave of absence of four (4) work days.

6. ARH shall give the Local Union President, or designee, reasonable time to attend the local funeral of a local union member or their immediate family member. The Local Union President shall also be given time off to attend the funeral due to the death of any ARH Local Union President or Vice President.

7. ARH shall give the Local Union President, or designee, reasonable time off to attend the funeral due to the death of USWA International Officers.

ARTICLE XXVI

JURY DUTY

Section A. ARH will grant a Leave of Absence - Jury Duty with pay to Employees who are summoned to serve on Jury Duty.

Section B. All ARH Employees who are summoned to serve on Jury Duty are eligible for Leave of Absence - Jury Duty compensation in accordance with the following stipulations:

1. The Employee requests such leave as far in advance as possible, and presents the supervisor with a copy of the summons before the leave of absence begins.
2. The Jury Duty falls on a regularly scheduled work-day.
3. If an employee serves more than four hours on Jury Duty he will not be required to work that day.

Section C. All ARH employees who are summoned as witnesses in work related cases are eligible for Leave of Absence - Jury Duty compensation in accordance with the following stipulations:

1. The Employee requests such leave as far in advance as possible, and presents the supervisor with a copy of the summons before the leave of absence begins.
2. The Employee is not to serve as a witness against ARH.
3. The Employee reports to work that day when excused from the Court unless the employee

serves more than four hours.

If any Employee is scheduled to be a witness on a regularly scheduled day off, ARH will endeavor to schedule another day off or pay the Employee at his regular straight time hourly rate for that day.

Section D. Payments will be made at the Employee's straight time hourly rate, exclusive of shift differential, for hours spent on Jury Duty, which fall on his regularly scheduled work day. Part-time Employees will be paid in proportion to their estimated work schedule as reflected on ARH payroll forms. All payments made to Employees by the Court or third parties in relation to this Article will be in addition to payments made by ARH to the Employee.

Hours paid for Leave of Absence - Jury Duty will not be counted as hours worked for overtime purposes or double time for the seventh (7th) consecutive day.

Section E. If a Holiday falls on a day, which an Employee must serve on Jury Duty, he may take another day off for the Holiday.

An Employee who is on vacation and summoned to serve on Jury Duty will be paid Jury Duty pay and not be required to use his vacation.

An Employee who becomes ill while serving on Jury Duty will use his sick leave in accordance with the Sick Leave Policy.

ARTICLE XXVII

MILITARY SERVICE

Section A. ARH shall accord to each Employee who applies for reemployment after conclusion of his military service with the United States such reemployment right, as he shall be entitled to under existing statutes as follows:

1. Employees who either voluntarily for a period not to exceed four (4) years or mandatorily enter the active military service shall be eligible for reinstatement upon completion of said service provided that:

a. they apply for reinstatement with ARH within ninety (90) days after being relieved from military service.

b. they satisfactorily complete the period of active duty and receive a certificate to that effect.

c. the official discharge paper is the only document to be used to establish the date of discharge.

2. If still qualified to perform the duties of such position, the Employee shall be restored to the position he held at the time of leaving for active military service, or to a position of like seniority

status and pay.

3. If not qualified to perform the duties of such position by reason of disability sustained during such service, but qualified to perform the duties of any other position in ARH that will provide him like seniority status and pay, or the nearest approximation thereof consistent with the circumstances in his case, he shall be offered this latter position.

4. Training or experience received while in military service should be considered by ARH when reinstating the Employee.

5. Any Employee restored to a position as provided herein shall be considered as having been on furlough or leave of absence during his period of service in the Armed Forces. Seniority and salary increments accruing and alterations in salary schedule affected during his absence shall be applicable as if he had remained on the job.

Section B. Special Vacation Provisions: An Employee who at the time of leaving active employment to enter military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance, provided, however, that a volunteer shall have given fourteen (14) days' notice of intention to enlist.

Section C. Military Encampment Allowance: An Employee with one or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the straight time rate the Employee would have earned if the Employee had worked.

ARTICLE XXVIII

LEAVE OF ABSENCE

Section A. An Employee desiring a leave of absence without pay shall present his request in writing to his supervisor for approval by the hospital Administrator. The requested leave of absence may or may not be granted by ARH in its discretion, however, ARH shall not unreasonably refuse a request.

Section B. An Employee granted leave of absence shall not engage in any other gainful employment during the period of such leave, except as a staff member of the International Union, unless he is permitted to do so by mutual agreement of ARH and the Employee. Any violation of this condition shall be grounds for discharge of the Employee.

Section C. If an Employee exceeds an official leave of absence, the Employee shall be considered as having voluntarily quit, unless the Employee exceeds the leave of absence because of the occurrence of a casualty or the occurrence of an act or event over which the Employee can exercise no reasonable control. If such Employee is subsequently re-employed, he shall be regarded as a new Employee.

Section D. If an Employee is found to have misrepresented the reason for a requested leave and the leave has been granted, ARH shall have the right to discharge the Employee.

Section E. Leave of absence for the purpose of accepting positions with the International or Local Union shall be available to a reasonable number of Employees. Leave of absence shall be for a period not to exceed one (1) continuous year.

Section F. Leave of absence for the purpose of accepting an elected public office will not exceed one term of office and will be available to a reasonable number of employees.

Section G. Any Employee granted a leave of absence to perform work for the International Union shall have their health insurance continued for a period of time of up to one (1) year at no cost to the Employee.

ARTICLE XXIX

UNIFORMS

Section A. ARH shall provide a total of five (5) uniforms as needed to an Employee required by ARH to wear a uniform. The uniforms shall be of a quality equivalent to the current RN uniform.

Section B. Female employees may have their choice of pantsuits, dresses or a combination thereof.

Section C. The laundering of wash and wear type uniforms will be the responsibility of the Employee.

Section D. Any Employee who leaves the employ of ARH for any reason shall return to the supervisor all uniforms issued by ARH or pay for same unless otherwise accounted for.

ARTICLE XXX

CONTINUING EDUCATION

Section A. ARH recognizes the need for Employees required to obtain Continuing Education Units to participate in continuing education programs pertinent to their area of practice to keep abreast of changing trends.

1. Information relative to education and training

programs shall be posted on the bulletin board.

2. ARH agrees to grant to each Employee who is required to have CEU's and who has completed his probationary period, leave with pay to attend lectures, seminars, and courses of instruction pertinent to their assignment. Such leave shall be: three (3) days during each contract year. ARH will provide three (3) additional CEU days per additional registry. Such leave must be mutually beneficial to ARH, will not interfere with staffing, and permission for such leave will not be unreasonably denied.

Section B. The Employee shall make written advance application to his supervisor or department head specifying the course, institute or workshop the employee wishes to attend and receive the department head's written approval to attend.

Section C. ARH agrees to grant to each Employee who is not required to have CEU's and who has completed his probationary period, leave with pay to attend lectures, seminars, and courses of instruction pertinent to their assignment. Such leave shall be: one (1) day during each contract year. Such leave must be mutually beneficial to ARH, will not interfere with staffing, and permission for such leave will not be unreasonably denied.

Section D. ARH will endeavor to assist present employees in certification, registry, and licensure, before new hires, provided ARH has the time and resources to do so.

ARTICLE XXXI

NOTICE OF ABSENCE - ABSENCE WITHOUT REASON

1. An Employee absent from work shall give notice to his supervisor, or designee in the facility as much in advance as possible prior to the start of the work shift of his intended absence and his reason therefore.
2. An Employee absent from work for a period of time in excess of two (2) consecutive working days beginning with the start of his regular work shift without notice having been given to his supervisor as aforesaid may, in the discretion of ARH, be terminated, unless good, sufficient and legitimate reason exists for such failure to give notice as aforesaid.
3. An Employee who excessively absents himself from work on the day he is scheduled to work is subject to disciplinary action per the absentee control program.

ARTICLE XXXII

SUSPENSION AND DISCHARGE CASES

Section A. In the exercise of its rights and duties under this Agreement, ARH agrees that an Employee shall not, from and after the date hereof, be preemptorily discharged, but that in all instances in which ARH may conclude that an Employee's conduct may justify suspension or discharge, the Employee shall first be suspended. Such initial suspension shall be for not more than five (5) working days. During this period of initial suspension, the Employee may, if he believes he has been unjustly dealt with, request a hearing and a statement of offense before ARH Administrator. At such hearing, the facts concerning the case shall be made available to both parties. After such hearing, ARH shall determine whether to convert the suspension into discharge, or extend, sustain, or revoke the suspension. If the suspension is revoked, the Employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost.

Section B. If the suspension is sustained, extended or converted into discharge, the Employee may, at any time within ten (10) working days after the initial suspension, allege and present a grievance to be handled in accordance with the procedure of Article XXXIII and which shall be introduced at third (3rd)

step of the grievance procedure.

Section C. In the event a grievance concerning suspension or discharge goes to arbitration, the arbitrator shall have the authority to modify the penalty, and ARH and the Union agree to in all respects comply with the award of the Arbitrator.

ARTICLE XXXIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section A. A grievance is defined as a dispute or complaint concerning the interpretation, application or compliance with, any provision of this Agreement, arising out of this Agreement between ARH and the Union, or Employee.

Section B. In the event of a grievance, there shall be no work stoppages or strikes, and the following procedures shall be observed to resolve a grievance:

Step 1. Within three (3) working days after the facts or events which give rise to the grievance come to the Employee's or the Union's attention, an Employee having a grievance or the Union shall take it up with his immediate Supervisor specifying that the matter is a formal grievance. ARH shall give its answer to the Employee or the Union within three (3) working

days after the presentation in Step 1.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing by the Employee or the Union on the Grievance Form, Appendix "C", which shall state (a) the nature of the dispute or complaint, (b) the facts upon which the grievance is based, (c) the Article of the Agreement claimed to be violated (which may be amended at any step of the grievance procedure through Step 4 but not after written demand for arbitration), (d) the remedy or correction sought, and will be signed and dated by the Employee or the Union, and must be presented by the Grievance Committee of the Union to the Department Head in Step 2 within five (5) working days after the answer in Step 1. A grievance so presented in Step 2 must be answered by ARH in writing within five (5) working days after its presentation by the Grievance Committee in Step 2.

Step 3. If the grievance is not satisfactorily settled in Step 2, the grievance must, within five (5) working days after the answer in Step 2, be presented by the Grievance Committee of the Union to ARH's Administrator. A grievance so presented in Step 3 must be answered by ARH in writing within five (5) working days after its presentation in Step 3.

A grievance concerning a discharge or suspension shall be presented at Step 3 in the first instance, within ten (10) working days of the facts or events, which give rise to the grievance or disciplinary action taken. A grievance concerning any other matter may, by mutual agreement, be presented initially at Step 3 in the first instance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the grievance must, within ten (10) working days after the answer in Step 3, be presented in Step 4 by the designated International Union representative to the designated representative of the President of ARH. A grievance so presented in Step 4 must be answered by ARH in writing within ten (10) working days after its presentation in Step 4.

A Union grievance, which has not been resolved after completion of Step 4, may be referred for arbitration by only the Union as hereinafter provided.

The Company agrees that it shall not subpoena or call as a witness in any disciplinary or Arbitration proceedings any Employee from the bargaining unit. The Union agrees that it shall not subpoena or call as a witness in such proceedings any non-bargaining unit employee.

Section C. All time limits specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

Section D. Failure on the part of ARH to answer a grievance in either Step 1 or Step 2 within the prescribed time limits shall not be deemed acquiescence thereto, and the grievance shall automatically proceed to the next Step. Failure on the part of ARH to answer a grievance in either Step 3 or Step 4 shall be deemed acquiescence thereto and the grievance shall be resolved against ARH. Failure on the part of the Union to present or appeal a grievance at any step (except from Step 2 to Step 3) within the prescribed time limits shall be deemed acquiescence thereto, and the grievance will be deemed resolved against the Union on the basis of the last answer of ARH, which has been made.

Section E. If the union withdraws the grievance, a statement shall be signed together with the date of same, on the Grievance Form, to that effect.

Section F. Grievances settled prior to a Step 4 hearing shall have local bargaining unit precedent value only, while grievances settled the result of a Step 4 hearing shall have precedent value for all bargaining units covered under this master agreement.

Section G. If the grievance is not settled in Step 4, and if written demand is made by the Union, then within ten (10) working days after written demand for

arbitration, an arbitrator will be selected from a permanent panel of ten (10) arbitrators mutually agreed to by ARH and the Union. Provided however, the grievance shall not be referred for arbitration except upon written demand of the Union made within ten (10) working days after the answer in Step 4. This time limit may be extended by mutual agreement. If written demand is not made as aforesaid, the grievance shall be deemed resolved on the basis of the last answer and decision made from which an appeal was not taken and such grievance shall not be subject to further appeal. All evidence shall be submitted at the Step 4 hearing.

Section H. The procedure used in selecting an arbitrator to hear an arbitration case will be as follows:

1. The arbitrator who is selected must agree to hear the case within thirty (30) days or less from the date of selection and notification.
2. The parties to this Agreement have agreed on a panel of ten (10) permanent arbitrators as more particularly shown on Appendix "D", attached hereto and made a part hereof. Each individual hospital shall maintain its own list. The first arbitration case at any individual hospital will be assigned to the arbitrator first on the list provided he can hear the case within thirty (30) days. If he does not agree to so hear the case, the parties will move to the arbitrator second on

the list. The parties will then move down the list until an arbitrator is found who will agree to hear the case within thirty (30) days. Selecting the arbitrator for the next case will begin with the arbitrator next in numerical order on the list after the arbitrator selected for the previous case. When the parties reach the last name on the list, they will move back to the first name and follow the list of arbitrators again in descending numerical order. Should none of the arbitrators agree to hear the case within thirty (30) days, the arbitrator who can hear the case at the earliest date after thirty (30) days shall be selected.

3. The arbitrator will be requested to render a decision within thirty (30) days from the date of the hearing.

Section I. The fees and expenses of the arbitrator shall be paid equally by ARH and the Union.

Section J. The award of the arbitrator shall be final, conclusive and binding upon ARH, the Union, and the Employee(s).

Section K. The arbitrator shall have jurisdiction only over disputes or complaints involving the interpretation or application of, or compliance with, the terms of this agreement, and he shall have no power to add to, subtract from, or modify in any way, any terms of the Agreement, nor shall he exercise any

responsibility or function of ARH or the Union, nor shall he have jurisdiction over any dispute or complaint involving any practice of ARH unless it is contended that such practice abridges a provision of the Agreement. The parties to this Agreement shall make a sincere effort to resolve any complaint or problem even though it does not involve the interpretation, application or compliance with the provisions of this Agreement.

Section L. In the event an Employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provision of the Agreement.

Section M. A local committeeman or local union president may leave his work for the purpose of processing grievances and attending scheduled grievance meetings with management in accordance with the Grievance Procedure and for reporting to the grievant the status of his grievance with the permission of his supervisor which shall not be unreasonably withheld so long as there is no interference with patient care. After receiving permission from his supervisor, the supervisor shall record his time when leaving his work, and upon entering the area of a supervisor other than his own, the local committeeman or local union president shall notify the supervisor of that department of his presence and purpose. Upon his return to work his supervisor shall record the time of his return.

Section N. The local grievance committeeman or local union president or Employee who during his regularly scheduled work shift, has left his work for the purpose of processing grievances, and to attend regularly scheduled or special committee meetings with management of ARH shall do so without loss of earnings. ARH will not pay wages to any local grievance committeeman or Employee who has left his work for the purpose of attending arbitration hearings or for preparing for arbitration hearings.

The local grievance committeeman and Employee will whenever practicable, process grievances on his/her own time.

Section O. The Union, from time to time, shall keep on file with ARH a current list showing the names, addresses, and home telephone numbers (if available) of the officers of the local union and the local grievance committee.

Section P. The grievance Committee of the Union shall not consist of more than four (4) members including the local union president.

Section Q. Records of disciplinary action will be null and void after five (5) years from date given and records of disciplinary action over three (3) years old will not be used against an Employee in a grievance or arbitration procedure.

Q.1 The duration of any Last Chance

Settlement shall be delineated in the Last Chance Settlement Agreement.

Section R. A Grievance Information Sheet shall be filled out prior to directing a grievance to Step 3 of the grievance procedure. The Grievance Information Sheet must include joint statements by Grievant or Grievance Committee members and the management person directly responsible for the area in which the alleged contract violation occurred. Sections A, B, C, D, E, F, and I shall be filled in by the Union, while Section J is to be filled in by ARH, with Sections G and H filled in simultaneously. (Grievance Information Sheet - Appendix I). Both parties (preferably the Grievant and the first line supervisor) must sign their name to the Grievance Information Sheet to attest to the validity of their individual statements and to acknowledge simultaneous preparation. Two copies shall be provided to the grievance committee member and a copy shall accompany the Grievance Report.

Prior to directing a grievance to Step 4 of the grievance procedure, the Grievance Information Sheet shall be updated as necessary by both parties to reflect any additions or deletions arising from the Step 3 hearing. Both parties (preferably the Grievance Committee Chairman and ARH Administrator) must sign their names to the Grievance Information Sheet to attest to the validity of their individual statements and to acknowledge joint preparation.

All grievances appealed to Step 4 of the grievance procedure shall be reviewed by each respective Step 4 representative. Within 20 days of receiving the Step 4 hearing request, representatives will communicate with one another and jointly determine whether the grievance merits a Step 4 hearing and schedule a Step 4 hearing if warranted. If the grievance does not merit a Step 4 hearing, the grievance shall be referred back to Step 3 for consideration. If the parties are still unable to reach a Step 3 settlement, the grievance will be directed to Step 4 for disposition.

ARTICLE XXXIV

EXCLUDED PERSONNEL PERFORMING BARGAINING UNIT WORK

All employees excluded from and not covered by this Agreement shall not perform the work being performed by the Employees covered by this Agreement except:

1. In case of a bonafide emergency where delay would jeopardize a patient's life or health;
2. To eliminate a condition or emergency caused solely by acts of God;
3. To train new, inexperienced and present

Employees by instruction and demonstration of safe or proper working procedures;

4. To assist an Employee in the performance of a task when requested by an Employee;
5. To eliminate or correct a safety hazard caused by sudden and unanticipated circumstances;
6. To assist Employees in correcting, adjusting, or controlling new equipment during installation or testing periods;
7. To meet patient care requirements when undue delay in calling a bargaining unit Employee could cause the interruption of good patient care;
8. To fill in for an Employee where undue delay would interrupt good patient care until another qualified bargaining unit Employee is called to work.

ARTICLE XXXV

STUDENTS AND VOLUNTEERS

A. STUDENTS

The parties agree that the presence of students in ARH facilities is important for developing future

resources in the community, for improving, the quality of care, and for fulfilling the responsibility of ARH to the community. At the same time the parties recognize that the presence of students in patient care areas in no way diminishes ARH's responsibility for the care provided and shall not affect the level of staffing required to care for its patients. ARH may train students so long as the use of such persons does not:

1. Cause the displacement of bargaining unit employees, or
2. Cause the reassignment of bargaining unit employees to other areas of the facility, or
3. Cause a reduction of the workforce, or
4. Cause ARH not to hire employees.

While performing bargaining unit work for training purposes, patient care by students shall be coordinated with bargaining unit employees and by designated instructors normally responsible for giving direction.

The following guidelines shall be used to determine compliance with the above principles:

- I. ARH will, as soon as practicable, provide a summary of clinical affiliations to the leadership of the Union. Such summary will include:
 - a. type of student,

- b. nature of learning to take place,
 - c. number of students,
 - d. location in hospital of assignment,
 - e. schedule of students, and
 - f. clinical assignments (when available)
2. ARH will limit student involvement within a department or unit to no more than 4 students assigned to the patients of any individual bargaining unit member. However, professional students who are assigned exclusively to the patients of non-bargaining unit personnel shall not be subject to the provisions of this article.
 3. Coordination shall be exercised in the form of a pre- and post-clinical conference so that the bargaining unit person may review the care to be provided by the student and state the necessity of staff attendance for particular procedures. Content of the conference will be shared with the supervisor or department head. Conferences will be documented by a "sign-off" by all parties.
 4. In the interest of quality of care, medication rounds by students should be witnessed by the staff person assigned.
 5. ARH shall document, through use of schedules, clinical assignments, and/or other staffing mechanisms, that the presence of students did not cause a displacement of bargaining unit

employees.

B. VOLUNTEERS

ARH may use volunteers so long as the use of such persons does not cause the displacement of or reassignment of bargaining unit employees, or cause a reduction of the working force, or cause the hospital not to hire employees. Volunteers shall not perform bargaining unit work.

ARTICLE XXXVI

NO STRIKE, NO LOCKOUT

Section A. The Union, its officers, agents, members and Employees covered by this Agreement agree that during the terms of this Agreement or any extension thereof, there shall be no strikes, sit-downs, slowdowns, stoppages of work, boycott, picketing or other interferences with ARH's operations of its hospitals, or other health care facilities. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

Section B. Should a strike, sit-down, slowdown, picketing, concerted stoppage of work or other interference with the operations of ARH occur, not called or sanctioned directly or indirectly by the Union, the Union, upon request of ARH, shall:

1. Disavow such action by the Employees;
2. Advise ARH in writing, that such action by the Employees has not been called for nor sanctioned by the Union; and
3. Post notices on the premises of the ARH facility or facilities concerned, that it disapproves such action, and instructing Employees to return to work immediately, and will enforce the provisions of its constitution regarding such unauthorized acts.

Section C. ARH agrees that so long as this Agreement is in effect there shall be no lockouts, however, the closing down of a facility or any part thereof or the curtailing of any operation for business reasons shall not be construed to be a lockout.

ARTICLE XXXVII

SUBCONTRACTING

The parties of this Agreement have existing rights and obligations with respect to various types of contracting out.

ARH has stated that insofar as practicable, Service and Maintenance work performed in and around the ARH facilities shall be done by bargaining unit Employees. In addition, the following provisions

protect either bargaining unit Employees or affirms existing management rights, whichever the case may be. As to those types of contracting out specified below:

A.1. Service, and day-to-day maintenance and repair work within a facility as to which the practice has been to have such work performed by Employees in the bargaining unit shall not be contracted out for performance within the facility, unless otherwise mutually agreed pursuant to paragraph D.

A.2. If service and day-to-day maintenance and repair work has, in the past, been performed within a facility under some circumstances by Employees within the bargaining unit and under some circumstances by Employees of contractors, or both, such contracting out shall be permissible under circumstances similar to those under which contracting out has been a practice, unless otherwise mutually agreed pursuant to paragraph D.

A.3. Service and day-to-day maintenance and repair work within a facility as to which the practice has been to have such work performed by employees of contractors may continue to be contracted out, unless otherwise mutually agreed pursuant to paragraph D.

B: Maintenance and repair work performed within the facility other than described in paragraph A, and installation, replacement, and reconstruction of equipment and facilities, other than that described in

paragraph C may not be contracted out for performance within a facility unless contracting out under the circumstances existing as of the time the decision to contract out was made can be demonstrated by ARH to have been the more reasonable course than doing the work with bargaining unit employees, taking into consideration the significant factors which are, including the hiring of additional personnel, relevant. Whether the decision was made at the particular time to avoid the obligations of this paragraph may be a relevant factor for consideration.

C. New construction, including major installations, major replacement and major reconstruction of equipment and facilities at any facility may be contracted out subject to any rights and obligations of the parties which, as of the beginning of the period specified above, are applicable at that hospital. New construction including major installation, major replacement and major reconstruction of equipment and facilities at any hospital may be contracted out if required by the terms or conditions of any governmental grant or grant-in-aid or any regulations pertaining thereto without regard to the provisions of this Article.

D. 1. A regularly constituted committee consisting of not more than six (6) persons, half of whom shall be members of the bargaining unit and designated by the Union in writing to ARH management and the other half designated in writing to the Union by ARH

management, shall attempt to resolve problems in connection with the operation, application, and administration of the foregoing provisions.

D. 2. In addition to the requirements of paragraph E below, such Committee may discuss any other current problems with respect to contracting out brought to the attention of the Committee.

D. 3. Any significant item of work, which comes within the scope of this Article, will be discussed with the local union president and committee prior to notification of the Union Committee in Section E. The local president and committee will make a formal recommendation to the Union Members of ARH and Union Committee.

E. Before ARH finally decides to contract out a significant item of work, which comes within the scope of this Article, the Union Committee members will be notified. Such notice will be given in advance of the final decision to contract out the work except where emergency requirements prevent such timely notice. Such notice shall be in writing and shall be sufficient to advise the Union members of the Committee of the location, type, scope, duration and timetable of the work to be performed so that the Union members of the Committee can adequately form an opinion as to the reasons for such contracting out. Should the Union Committee members believe discussion to be necessary, they shall request a meeting with ARH members in writing within three

(3) days (excluding Saturdays, Sundays, and Holidays) after receipt of such notice and such a meeting shall be held within five (5) days (excluding Saturdays, Sundays, and Holidays) thereafter. The Union members of the Committee may include in the meeting the Union representative from the individual facility in which the problem arises. At such meeting, the parties will review in detail the plans for the work to be performed and the reasons for contracting out such work. ARH members of the Committee shall give full consideration to any comments or suggestions by the Union members of the Committee and to any alternate plans proposed by the Union members of the performance of the work by bargaining unit personnel. Except in emergency situation such discussions, if requested, shall take place before any final decision is made as to whether or not such work will be contracted out. Should the Committee resolve the matter, such resolution shall be final and binding. Should a discussion be held and the matter not resolved or in the event a discussion is not held, then, within thirty (30) days from the date of ARH's notice, a grievance relating to such matter may be filed at Step 4 of the grievance and arbitration procedure. Should ARH fail to give notice as provided above, then not later than thirty (30) days from the date of the commencement of the work a grievance relating to such matters may be filed at Step 4 of the grievance and arbitration procedure.

ARTICLE XXXVIII

SUBSTANCE ABUSE TESTING

Any employee suspected of intoxication or abuse of controlled substances or following post-accident on the job shall voluntarily submit to a urinalysis and blood test upon the request of their Supervisor or designee. Failure to submit to said tests will be grounds for summary discharge. Voluntary participation with a positive finding shall not subject an employee to discharge for a first offense, unless the employee commits some other act deserving of summary discharge.

ARTICLE XXXIX

CIVIL RIGHTS

Section A. There shall be established at each hospital a Joint Civil Rights Committee consisting of two members of Management and two members of the Union.

Section B. The Committee will meet upon the request of either party to investigate Civil Rights Complaints arising out of this agreement and make recommendations to resolve such complaints.

Section C. Civil Rights Complaints which are not resolved by the Committee may be processed through the Grievance Procedure. Such grievance will be

introduced at the Third Step of the grievance procedure.

Section D. Whenever possible, the Committee members will handle civil rights complaints on their own time.

ARTICLE XL

SAFETY COMMITTEE MEMBERSHIP

Two bargaining unit employees, selected by the local union president, shall be appointed to the Safety Committee in each hospital. Membership shall be rotated in accordance with established policy.

ARTICLE XLI

LOCAL AGREEMENTS

Section A. From and after the date of execution hereof, and at least within thirty days, the parties shall, in good faith, reduce to writing local agreements pertaining to local practices and customs regarding scheduling and temporary vacancies and transfers. In the event the parties are unable, after a good faith effort and after the passage of ninety (90) days after the execution of this Agreement to so reduce to writing the local practices and customs as aforesaid the disputes between the parties shall be submitted to the Staff Representative and the **Director of Labor/Employee Relations** or

designee. If the disputes cannot be settled at that level, they will be submitted for mediation through the Federal Mediation and Conciliation Service. In no event will there be any work stoppage, strike, slowdown, sit-down, boycott or lockout as a result of any disagreement between the parties pursuant to this Article.

Section B. No local agreement entered into pursuant to this Article shall add to, subtract from, modify, amend, or violate any term, condition, or provision of this Agreement.

Section C. The local agreements contemplated by this Article shall be entered into between the local unions and the individual facilities.

ARTICLE XLII

MANAGEMENT RIGHTS

Section A. Management of ARH includes the rights among others of hiring, discharging, and directing the working force, and of establishing reasonable policies in connection therewith, and all management rights are vested exclusively in ARH and shall not be abridged by the Union. However, these prerogatives shall not be used to discriminate against any member of the Union and any policy shall not abridge any term, provisions or condition of this contract.

Section B. The Union, on behalf of the Employees it represents, agrees to cooperate with ARH to attain and maintain full efficiency and maximum patient care and ARH agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XLIII

NOTICE

Except as otherwise provided herein, any notice to be given under this Agreement shall be given by registered mail, be completed by and at the time of mailing, and if by ARH be addressed to the United Steelworkers of America, 5 Gateway Center, Pittsburgh, Pennsylvania 15222 and if by the Union, to ARH at 1220 Harrodsburg Road, P.O. Box 8086, Lexington, Kentucky 40533. Either party may, by like written notice, change the address to which registered mail notice shall be given.

ARTICLE XLIV

SCOPE OF AGREEMENT

Section A. This Agreement shall cover the entire understanding between the parties hereto.

Section B. Any and all matters, which may have been considered during negotiations, but are not a part of this Agreement, shall not be the subject of further demand or consideration during the life of this Agreement or any renewal thereof.

Section C. Wherever in this Agreement the word "his" is used, it shall also be held to apply to "her" when applicable.

Section D. No policy established by ARH in connection with the exercise of its management rights shall abridge any terms, provisions or conditions of this Agreement insofar as this Agreement regulates rates of pay, hours of work and conditions of employment.

ARTICLE XLV

SEVERABILITY

Should any Article of this Agreement or any Section or Provision hereof violate any applicable law, such Article or Section or Provision hereof shall be inoperative to the extent that it is at variance with such law. All other Articles or Sections or Provisions of the Agreement shall not be affected and shall remain in full force and effect. The parties shall meet forthwith to renegotiate any such inoperative Article or Section or provision hereof to comply with the law.

ARTICLE XLVI

DURATION

This Agreement shall terminate at the expiration of ninety (90) days after either party shall give written notice of termination to the other party but in any event shall not be terminated earlier than **April 1 2007** at 12:01 a.m. If either party gives such notice the parties shall meet within thirty (30) day thereafter to negotiate.

ARTICLE XLVII

PART TIME EMPLOYEES

Section A.

The term "regularly employed part-time Employee" refers to persons who regularly work a number of hours and days a week, which are less than the customary full forty (40) hour work week. Such persons shall be considered as regular, part-time Employees and shall customarily work on a regular part-time scheduled basis. All such employees shall enjoy proportionate holiday, vacation and sick leave benefits based upon the actual number of straight time hours worked per pay period.

Section B.

Part-Time employees hired after April 1, 1986 will share in the cost of medical benefits insurance premiums. The proportionate amount paid by ARH will be based upon the actual number of straight time hours worked, adjusted on a quarterly basis.

Section C.

Experience gained by part-time employees in their part-time positions cannot be used to qualify them for posted job vacancies over full-time bidders for the position.

Section D.

Full-time employees who are displaced to part-time status shall be allocated Additional Vacation Pay at the full-time rate.

Section E. The company shall furnish, the union at the end of each payroll quarter, a list of all Steelworkers currently working in part-time jobs and the percentage that each Steelworker actually worked:

WAGE STRUCTURE

Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
0	Homemaker	5.82	5.82	5.82	6.12	5.82	6.47	5.82	6.87
1	Dishwasher Janitor Kitchen & Cafeteria Maid	7.60	10.34	7.60	10.64	7.60	10.99	7.60	11.39
2	Laundry Helper Plan Maintenance Repairman Radiology Worker	7.81	10.60	7.81	10.90	7.81	11.25	7.81	11.65
3	Nursing Aide Nursing Aide-Home Health Office Service Clerk Operating Room Aide Psychiatric Aide Physical Therapy Worker Seamstress	8.02	10.87	8.02	11.17	8.02	11.52	8.02	11.92

WAGE STRUCTURE									
Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
4	CCS Worker EKG-EEG Technician Medical Records Clerk Radiology Worker Truck Driver Washer	8.24	11.14	8.24	11.44	8.24	11.79	8.24	12.19
5	Clerk Typist Expeditor Monitor Technician Physical Therapy Worker Receptionist Telephone Opr. Stores Clerk Truck Driver - Home Health	8.47	11.44	8.47	11.74	8.47	12.09	8.47	12.49

WAGE STRUCTURE									
Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
6	Courier Clerk Typist (6) Inventory Cost Clerk Laboratory Assistant Pharmacy Attendent	8.70	11.74	8.70	12.04	8.70	12.39	8.70	12.79
7	Admissions Clerk Business Office Clerk Clerk Typist (7) Clinic Clerk Cook Hospital Clerk Nursing Service Clerk Purchasing Control Clerk	8.92	12.00	8.92	12.30	8.92	12.65	8.92	13.05

WAGE STRUCTURE

Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
8	Histology Technician Operating Room Technician Pharmacy Technician Print Shop Worker Truck Driver I	9.14	12.30	9.14	12.60	9.14	12.95	9.14	13.35
9	Medical Transcriptionist Patient Records Coordinator Print Shop Compositor Truck Driver II	9.36	12.56	9.36	12.86	9.36	13.21	9.36	13.61
10	Laboratory Technician Operating Room Technician Plant Maintenance Mechanic Plant Operating Engineer Truck Driver III HME Technician Medical Assistant	12.20	12.86	12.20	13.16	12.20	13.51	12.20	13.91

WAGE STRUCTURE									
Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
11	Radiologic Technologist	12.48	13.15	12.48	13.45	12.48	13.80	12.48	14.20
12	Activities Worker Respiratory Therapy Tech.	12.75	13.43	12.75	13.73	12.75	14.08	12.75	14.48
13	Carpenter Electrician Electronic Technician Painter Plumber	13.03	13.70	13.03	14.00	13.03	14.35	13.03	14.75
14	Clinic Lab. Technologist Refrigeration Mechanic	13.31	14.00	13.31	14.30	13.31	14.65	13.31	15.05
15	LPN LPN - Clinic Respiratory Therapy Tech.	13.62	14.27	13.62	14.57	13.62	14.92	13.62	15.32

WAGE STRUCTURE

Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
16	Elevator Mechanic	13.89	14.57	13.89	14.87	13.89	15.22	13.89	15.62
17	Sonographer I Respiratory Therapy Tech.	14.18	14.85	14.18	15.15	14.18	15.50	14.18	15.90
18	Clinical Lab. Technologist.	14.45	15.13	14.45	15.43	14.45	15.78	14.45	16.18
19	Radiologic Technologist II Respiratory Therapy Tech. Sonographer II	15.41	16.96	15.41	17.26	15.41	17.61	15.41	18.01
20		15.79	17.50	15.79	17.80	15.79	18.15	15.79	18.55
21	Diagnostic plus CT	16.32	18.04	16.32	18.34	16.32	18.69	16.32	19.09

WAGE STRUCTURE									
Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
22	Diagnostic plus CT, Ultrasound (Nuclear or Mammography) performing three of five (taking call) Performing mammography (registered)	16.85	18.58	16.85	18.88	16.85	19.23	16.85	19.63
23	Performing CT, Ultrasound, (Nuclear or Mammography) and (registered in CT or Ultrasound). Sonographer I Performing Special Procedures Cardiac Cath. Angiography	17.38	19.11	17.38	19.41	17.38	19.76	17.38	20.16
24	Performing Ultrasound, (Vascular, Echo, or OB) registered, Sonographer II Performing Nuclear - (registered)	17.91	19.64	17.91	19.94	17.91	20.29	17.91	20.69

WAGE STRUCTURE

Job Grade	Position	Current		April 1, 2004 Hourly		April 1, 2005 Hourly		April 1, 2006 Hourly	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard
25	Special Procedures Technologist registered Performing Cardiac Cath, or Angiography. Performing CT, Ultrasound or Ultrasound, or Nuclear registered in two of three	18.44	20.18	18.44	20.48	18.44	20.83	18.44	21.23

ADDENDUM TO HOMEMAKER POSITION DESCRIPTION

1. The rate of pay for the Homemaker job classification will be specified in Wage Structure, Appendix A.
2. Employees entering this job will go immediately to Standard Rate.

Employees will be reimbursed for mileage at the federal mileage rate.

4. Employees presently displaced (bumped from their bid job) or employees on layoff may bid to the Homemaker job classification without relinquishing their recall rights to their present bid job.

5. On a local Home Health Agency basis, provided the present number of Home Health Nurse Aide patients does not decrease below the present number and provided the cost per visit reimbursement rates or procedures covered are not reduced, the present number of Home Health Nurse Aides will not be reduced at locals where the Homemaker job classification is utilized.

6. If a patient is eligible for both Homemaker services and Home Health medical services, the patient bath will be provided by a Home Health Nurse Aide.

7. No other new job classification will be established at a rate lower than the negotiated job grade 1 rate, except by mutual agreement of the parties.

Appendix A1

**CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS OF AMERICA**

CHECK OFF AUTHORIZATION FORM

Company _____

Plant _____

Date _____ 20 _____

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Company, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) and initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Leo Gerard or his successor, Internal Secretary/Treasurer of the United Steelworkers of America, or its successor, Five Gateway Center, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within the fifteen days following the termination date of any collective of any collective bargaining agree between the Company and the Union covering my employment if such date shall occur within one month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USWA are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provision of the Internal Revenue Code.

Local Union No. _____
United Steelworkers of America

Signature _____

Witness _____

Check No. _____
Ledger No. _____

(ORIGINAL)

Form 510

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Telephone No. _____

Name _____

Ledger No. _____

Address _____

Street or Rural Route

City

State

Zip Code

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

Local Union No. _____

I hereby request and accept membership in the UNITED STEELWORKERS OF AMERICA, and of my own free will hereby authorize the United Steelworkers of America, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters including contracts which may require the continuance of my membership in the United Steelworkers of America as a condition of my continued employment.

Date _____

Signature _____

Address _____

Employed by:

Company _____ Social Security Number _____

Plant _____ Department _____

Address _____

Initiation fee \$ _____ Pad.

PRINTED IN U.S.A.

GRIEVANCE FORM

INSTRUCTIONS:

1. Prepare four copies - one for use of Local Union officers, one for use of International Union, two for use of management representatives.
2. This report should be complete and it should indicate the next step can be considered in both Section of Contract violation.
3. Attachments will not be accepted unless they have been not provide adequate space.
4. Form should be typewritten when possible.
5. If grievance is withdrawn or per state, employees or Union shall agree otherwise to that effect.

Grievance No.



Appalachian Regional Healthcare

Grievance Report

Local Union No. Location

Name of Aggrieved Employee Employee No.

Position Department Date of Grievance

STEP 1. VERBAL PRESENTATION Date Time A.M. / P.M.
 Initialed by Aggrieved Initialed by Supervisor

VERBAL ANSWER: Date Time A.M. / P.M.
 Initialed by Aggrieved Initialed by Supervisor

STEP 2. NATURE OF GRIEVANCE (Statement of aggrieved employee as discussed with immediate supervisor in Step 1 of Grievance Procedure)

.....

Satisfaction requested in Grievance

Contract Violation

SIGNATURE OF AGGRIEVED

STEP 2. PRESENTATION BY GRIEVANCE COMMITTEE: Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

ANSWER OF CORPORATION: _____

Signature of Dept. Head _____ Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

Chairman of Grievance Committee to check and initial one of the following: Approached Resolved

STEP 3. PRESENTATION BY GRIEVANCE COMMITTEE: Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

ANSWER OF CORPORATION: _____

Signature of Administrator _____ Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

Chairman of Grievance Committee to check and initial one of the following: Approached Resolved

STEP 4. PRESENTATION BY INTERNATIONAL UNION REPRESENTATIVE: Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

ANSWER OF CORPORATION: _____

Signature of Corp. Representative _____ Date _____ Time _____ A.M. P.M. Initial by Union Initial by Corporation

International Union Representative to check and initial one of the following: Resolved Referred for Arbitration

AM FORM C-1-79- 1/74 INTL U

Appendix C

PERMANENT PANEL OF ARBITRATORS

APPALACHIAN REGIONAL HEALTHCARE, INC., and UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, agrees that the hereinafter named persons in the order designated shall constitute the Permanent Panel of Arbitrators as provided for in the Collective Bargaining Agreement between the parties dated March 26, 2001.

1. Dolson, William F.
2. Duff, Clair V.
3. Thomson, W. Scott
4. McDaniel, Edward E.
5. Sergent, Stanley H.
6. Murphy, John J.
7. O'Connell, Edward J.

MEMORANDUM OF UNDERSTANDING

RE: EDUCATIONAL REQUIREMENTS FOR ALL POSITIONS

ARH has established the educational requirements for all positions at a high school diploma or GED equivalent or such higher educational requirements as may be necessary or required for the particular position.

ARH recognizes that many persons presently employed have not had the opportunity to graduate from high school or the opportunity to obtain a GED equivalent, but through work experience may be qualified to perform higher rated jobs. ARH agrees that all employees who were employed before February 4, 1975, shall not be considered as not meeting the educational requirements if they do not have a high school diploma or GED equivalent, unless otherwise required because of the nature of the job, such as, Licensed Practical Nurses, Certified Laboratory Assistants, Radiological Technologists, etc. It is understood that these employees must meet all the other requirements specified for a particular job classification such as experience, skills, training, work traits, dexterity, certification or licensure as required by state and federal laws, etc.

If ARH desires to hire employees in grades 1 and 2 who do not have a high school diploma or GED equivalent, such employees will not be permitted to

advance to a job requiring above educational requirements until they obtain them on their own.

The sentence in each job description, "Performs other related duties as assigned." means other related duties within the scope of the job classification that may not specifically be enumerated in the job description.

ARH will change the wording of this sentence as new job descriptions are required or other additional copies are distributed to "Performs other related duties within the scope of the job classification as assigned."

Appendix E

Addendum to Appendix E

The position description language will return to "Performs other related duties as assigned" to assure the continued application of the intent and validate the well established past practice relative to the Company's direction of the workforce through assignment of related duties and/or through temporary transfers.

APPALACHIAN REGIONAL HEALTHCARE, INC. MAINTENANCE AGREEMENT

The following is a summary of the agreement concerning the maintenance positions:

The following jobs would be in the hospital at Grade 10:

- a) Plant Operating Engineer
- b) Plant Maintenance Mechanic

2. The following will be in the hospital, at Grade 12 or 13:

- a) Electrician
- b) Painter
- c) Plumber
- d) Carpenter
- e) Electronic Technician

3. ARH will provide a training program to allow employees to bid into the Grade 12 positions.

4. All current Grade 12 employees who meet the Grade 13 requirements will be changed to Grade 13.

All other Grade 12 Employees will remain in Grade 12 until they meet the requirements.

5. Master Plumber Certification will be paid at the grade rate of 14.

Appendix F

**EXCLUDED PERSONNEL
DANIEL BOONE CLINIC**

Daniel Boone Clinic employees will not do bargaining unit work in the hospital.

**MEMORANDUM OF UNDERSTANDING
"DEFINITION OF 'EMERGENCY'"**

Emergency" situations, as contained in the maintenance job descriptions, relate to such occurrences as staff shortages, refusal of overtime, provided that all rules of overtime and call-in have been adhered to, or life threatening situations in which undue delay may threaten the well being of a patient.

GRIEVANCE INFORMATION SHEET

Appalachian Regional Healthcare
Grievance Information Sheet

A. Grievance No. _____ Step _____ Date _____
Grievant's Name _____ Year of Service _____
Address _____
Telephone No. _____ Labor Grade _____
Department _____ Classification _____

B. Nature of the Grievance (Seniority, Discipline, Overrule, etc.)
Description: _____

C. How Grievance Arose _____

D. Name of Witnesses _____

Controversy Resp. Involved _____

E. What is being requested: (include dates, rate of pay, etc.)

F. Provision of Contract Violated _____

G. Facts Not in Dispute: _____

H. Disputed Facts: _____

I. Union Position, Facts and Evidence: _____

J. Company Position, Facts and Evidence: _____

Appendix I

EMPLOYEE DISCIPLINARY NOTICE

Appalachian Regional Healthcare, Inc.		
VERBAL WARNING	Employee Disciplinary Notice	VERBAL WARNING
I warrant Union representative <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature _____
1. Location _____	a. Time _____ AM/PM	b. Date of warning _____
2. Name _____	c. Job title _____	
<small>LAST FIRST MIDDLE</small>	<small>SSN</small>	
3. Employee # _____	a. Dept _____	Part-Time or Full-time? _____
<i>This notice is given to remind you of your need to exercise more care in your work and conduct to help you avoid further disciplinary action.</i>		
4. Nature of violation (State specific facts to include the date, time, and place of infraction). _____ _____ _____		
5. What is necessary to remedy the situation? _____ _____		
6. Future disciplinary action (if necessary) _____ _____		
7. Has employee received previous warning? <input type="checkbox"/> Yes <input type="checkbox"/> No		
a. If yes, verbal or written? _____		b. Number of previous warnings _____
8. I hereby attest that this Disciplinary Notice has been read to the above named employee and that a copy has been delivered to the employee, employee's personnel file, department manager, and local association representative (if applicable).		
SIGNATURE _____		DATE _____
TITLE _____		

ASH Form C-92 5/97 (Revised)

Appendix J

**MEMORANDUM OF UNDERSTANDING
SEVERE ILLNESS/CATASTROPHIC
ACCIDENT MEMO**

The Director of Compensation and Benefits will review the case of any employee subject to layoff who becomes severely ill or involved in a catastrophic accident after the layoff is announced and before it begins. The Director will determine whether the employee scheduled for layoff should be removed from the layoff list and have benefits continued until such time as the employee is released by a physician to return to work or fails to provide proof of continued disability every two weeks. ARH will continue to provide at its own cost and expense the ARH Health Care Plan coverage for said employee for a period of three calendar months from the effective date of the layoff notification.

Appendix K

MEMORANDUM OF UNDERSTANDING FORMER CENTRAL MAINTENANCE EMPLOYEES

"During the period of 1983 through 1985, employees assigned to Central Maintenance were reassigned to their home hospital. Central Maintenance vehicles and equipment were sold and Central Maintenance ceased to exist as an entity.

Most employees assumed the same duties and job classification at the hospital that they had performed in Central Maintenance. Some employees exercised their seniority and bumped to some other classification.

Each employee retains as their bid job in ARH the same job classification they had in Central Maintenance (unless they have since bid to another job classification).

In the event a former Central Maintenance employee (who has not bid to another job classification) is displaced from his bid job in maintenance in the hospital, the employee will be afforded the opportunity to transfer to any other ARH location at which a permanent or temporary vacancy for said job classification exists. While the employee would be treated as a new hire for purposes of seniority in the hospital to which he transfers, the employee would

Appendix L

tain recall rights and seniority at their home hospital."

The Elevator Mechanic will be assigned to his home hospital. The Elevator Mechanic will be entitled to the same benefits relative to travel expenses that he has enjoyed in the past. The job grade for the position will continue to be job grade 16, even while working at the home hospital.

Appendix L

MEMORANDUM OF UNDERSTANDING IMAGING TECHNOLOGISTS

In the event ARH employs an individual(s) in the job classification(s) of Nuclear Medical Technologist, **Special Procedures Technologist** and/or MRI Technologist, the individual(s) employee shall be a member(s) of the United Steelworkers of America bargaining unit.

ABSENTEEISM PROGRAM

Employees who are excessively absent over an extended period of time will be subject to progressive discipline up to and including discharge.

Attendance Probation

Employees will be placed on Attendance Probation if upon quarterly review:

The employee was absent in excess of three percent (3%) of hours available to work in **for the previous year.**

Written Warning

Employees who have been placed on Attendance Probation will be given a written warning if upon quarterly review:

The employee was absent in excess of sixteen (16) hours in the quarter and in excess of three percent (3%) of hours available in the previous year.

Appendix N

Three-Day Suspension

Employees who have received a written warning will be given a three (3) day suspension if upon quarterly review:

The employee was absent in excess of sixteen (16) hours in the quarter and in excess of three percent (3%) of hours available in the previous year.

Five-Day Suspension Pending Discharge

Employees who have received a three day suspension will be given a five (5) day suspension pending discharge as soon as:

The employee is absent in excess of sixteen (16) hours in the quarter and in excess of three percent (3%) of hours available in the previous year.

Last Chance Settlement

After the five-day suspension, the employee will be given one last chance to prove himself or herself worthy of employment by signing and fulfilling a Last Chance Settlement Agreement.

Additional Provisions

No employee will be subject to discipline under this program as a result of surgeries, heart attack, stroke, pregnancy; fractures or cancer treatment (either of which prevents an employee from performing his or her job duties); hospitalization and the days absent contiguous to and directly related to the hospitalization; and hours absent from work, which are the result of employees being sent to an ARH Emergency Room by Management, and subsequently being sent home by an ARH physician, or the result of being sent home due to a communicable disease as determined by the Infection Control Coordinator.

The above exclusions will be the only exclusions.

NOTE: Within the first year, new hires will be immediately subject to the provisions of the Absenteeism Control Program. Consideration of the previous year(s) would be irrelevant. Any new hire absent in excess of three (3%) of hours available in a quarter will be placed on Attendance Probation and progress through the steps of the Absenteeism Control Program if the employee is absent in excess of sixteen (16) hours in subsequent quarters.

Appendix N

PENSION BENEFIT ESTIMATED MONTHLY MAXIMUM

Single Life Annuity with 24 Guaranteed Payments

Employees are paid for their lifetime. The option guarantees that at least 24 payments will be made to survivor. If employee dies after receiving 24 payments, all payments stop. If employee dies before receiving 24 payments, a beneficiary is paid the difference between the number of payments received by the employee and 24.

Based on the maximum for this contract period of \$25 per month per credited years of service:

YEARS OF CREDITED SERVICE	AGE				
	55	58	60	62	65
5	\$ 62.50	\$ 75.00	\$ 83.33	\$100.00	\$125.00
10	125.00	150.00	166.75	200.00	250.00
15	187.50	225.00	250.13	300.00	375.00
18	225.00	270.00	300.15	360.00	450.00
20	250.00	300.00	333.50	400.00	500.00
22	275.00	330.00	366.85	440.00	550.00
25	312.50	375.00	416.88	500.00	625.00
28	350.00	420.00	466.90	560.00	700.00
30	375.00	450.00	500.25	600.00	750.00
35	437.50	525.00	583.36	700.00	875.00

Appendix O

**Appalachian Regional Healthcare
United Steelworkers of America
Substance Abuse Testing Procedure**

UNIFORM TESTING PROCEDURES

Reasonable Suspicion Testing

In the event an employee exhibits an abnormal behavior and a supervisor has reasonable suspicion to believe that the employee is under the influence of a behavior altering substance or following post-incident on the job, ARH may require the employee to go to ARH Laboratory or Emergency Room to provide both urine and blood specimens for laboratory testing. The initial testing expense will be paid by ARH. Supervisors and **Local Union Presidents or designee** must have received training in the signs of drug intoxication in a prescribed training program, which is endorsed by ARH. Reasonable suspicion means suspicion based on specific objective facts and reasonable inferences from those facts in the light of experience that clinical testing will provide evidence of substance abuse. The supervisor must submit a written report outlining the objective observations for the basis of reasonable suspicion within 24 hours.

The employee will sign a consent form authorizing Management to withdraw a specimen of blood,

Appendix P

collect urine and release the results of the laboratory testing to Management, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of being under the influence and the employee will be subject to discharge.

In the event of a positive test result on initial testing, no action shall be taken unless a confirmation test (as specified below) confirms a positive finding. At that time the employee will be placed on indefinite suspension (as specified below).

B. Chain of Possession Procedures

At the time the specimens are collected, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

1. Blood Specimens.

Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, and labeled. The employee has an obligation to sign the lab request slip acknowledging that the specimens have been sealed and labeled in his or her presence. The specimens

all be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence. The container shall be sent to an accredited laboratory as soon as possible by courier.

Urine Specimens.

At least sixty (60) ml of specimens shall be collected in total and placed in two (2) urine collection containers. They shall be sealed, labeled, initialed and processed. The specimens must be immediately sealed in a transportation container, and sent to an accredited laboratory as soon as possible by courier.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to the two- (2) tamper-resistant urine bottles in the kit. At the employee's request, he or she may void directly into the two- (2) tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the personnel administering a urine collection to take such steps as checking the color and temperature of the urine specimen to detect tampering or substitution, providing that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been

intentionally tampered with or substituted by the employee, the employee will be subject to discharge. In order to deter adulteration of the urine specimen during the collection process, physiological determinations may be performed by the laboratory at the collection or testing facility.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the testing employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

3. Drug Testing Kits

(a) Blood Sample Kits

The content of the blood sample kits shall be as follows:

(1) Security seals for sealing and initialing each collection container; and nylon reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.

(2) Non-alcohol antiseptic swab (povidone-iodine 10%).

(3) Two (2) sterile evacuated blood collection tubes.

(4) Instructions for specimen collection and subject consent form, and chain of possession form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured.

b) Urine Sample Kits

The contents of the urine collection kit shall be as follows:

(1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles.

(2) Security seals for sealing and initialing the urine bottles.

(3) Instructions for urine collection.

(4) Chain of possession form, with space for listing "current" medication(s) - including prescription and non-prescription (e.g., "over-the-counter") medications.

4. Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this Agreement will have to be accredited by a national professional accrediting association, such as the College of American Pathologists (CAP) or possess an interstate license.

D. Laboratory Testing Methodology

1. Urine Testing

The initial test screening shall be by immunoassay or thin-layer chromatography, which meets the requirements of the Food and Drug Administration for commercial distribution. The initial substance abuse screen consists of drugs listed in Appendix A. All specimens identified as positive on the screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques (with the exception of tricyclic antidepressant testing which requires special techniques). GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens, which test negative on either the initial test or the GC/MS confirmation test, shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. (Again, with the exception of tricycline antidepressant testing which requires special techniques).

In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative or semi-quantitative results. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

2. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using thin layer chromatography, gas chromatography, enzymatic methods, EMIT methods or gas chromatography/ mass spectrometry as appropriate. A "positive" finding for cannabinoids will be reported under any of the following results obtained after testing blood specimens.

- (a) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.

(b) The blood/serum contains at least five (5) or more nanograms THC/ml., regardless of the THC metabolite concentration.

(c) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml. regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

3. Prescription and Non-Prescription Medications.

The employee shall note, on a form furnished by the Employer, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician at the time of testing and authorize ARH to contact that physician.

If an employee is taking a prescription or non-prescription medication in the appropriate prescribed

manner and has noted such use, as provided above, he/she will not be disciplined under the provisions of this policy and procedure. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

Employees deemed unfit for duty as a result of taking prescription or non-prescription medication in the appropriate manner will be relieved of duty. Employees will be tested to verify appropriate prescription or non-prescription use.

Employees testing positive for prescription drug use within prescribed levels will be permitted to return to work upon presenting evidence that a physician has altered the prescribed use of the medication in such a manner as to render the employee fit for duty. Employees will be permitted to use available sick leave and days absent will not count against the employee in the Absenteeism Control Program.

I. DISCIPLINARY ACTION

A. Indefinite Suspension Based on Positive Test Results

In the event an employee tests positive for alcohol or drug use the employee will be placed on immediate, indefinite suspension.

1. Treatment

An employee shall be permitted to take a leave of absence for the purposes of undergoing treatment in an approved program of alcoholism or drug abuse provided the employee has not committed any act that would subject the employee to summary discharge. The employee would be permitted to utilize sick leave, temporary disability, vacation and earned holidays. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days, unless extended by mutual agreement. While on such leave, the employee shall not receive any additional benefits of the Collective Bargaining Agreement, except continued accrual of seniority and medical benefits. Any cost of rehabilitation over and above that covered by the negotiated medical insurance plan must be borne by the employee.

2. Reinstatement

An employee that successfully completes the initial detoxification phase (three [3] to four [4] weeks) of an alcohol and/or drug rehabilitation program and agrees to participate in regular counseling and/or treatment sessions thereafter, will be granted reinstatement on a one-time basis under the provisions of a "last chance" settlement agreement to include provisions for random alcohol and drug testing.

I. Discharge

. An employee will be subject to discharge upon testing positive for alcohol or drug use, if the employee refuses to participate in an approved drug and/or alcohol rehabilitation program under the provisions of a "last chance" settlement.

. An employee will be subject to discharge upon testing positive for alcohol or drug use while under the provision of a "last chance" settlement agreement.

. An employee will be subject to discharge for refusal to participate in alcohol and drug testing when reasonable suspicion of alcohol or drug use has been advanced.

II. EMPLOYEE RIGHT TO CHALLENGE LABORATORY RESULTS

Any employee testing positive for alcohol or drug use will be afforded the opportunity to challenge the test results by requesting that the second (2nd) specimen sample collected at the time of the first (1st) specimen and kept in refrigerated storage be sent to an independent and unrelated approved laboratory that meets the standards stated earlier.

The employee's right to challenge the laboratory results must be exercised within the first five (5) days

after notification of the indefinite suspension for a positive finding of substance abuse.

While an employee is pending test results the employee may request the use of accrued sick time, vacation and/or holiday. Should the confirmatory testing prove negative, the employee will be immediately reinstated and made whole.

Should the confirmatory testing prove positive, the employee will be held liable for the expense of the confirmatory testing and subject to appropriate disciplinary action.

Addendum to Appendix P

Analgesics:

Procaine/Benzoylcarbazone, Oxycodone (Percodan),
Propoxyphene (Darvon),
Salicylates

I. Hypnotics/Sedatives/Anticonvulsants:

Chloralhydrate (Placidyl), Phenobarbital,
Barbiturates, Amobarbital, Pentobarbital,
Phenytoin (Dilantin), Methaqualone
(Quaalude)

II. Stimulants:

Amphetamine, Methamphetamine,
Amphetamine, Amphetamine

V. Opium Alkaloids/Narcotics:

Codeine, Meperidine (Demerol), Methadone,
Morphine, Dihydromorphine (Dilaudid),
Dihydrocodeine

VI. Tranquilizers:

Chlordiazepoxide (Librium), Diazepam (Valium),
Flurazepam (Dalmane), Phenothiazines
(As Group)

VI. Tricyclic Antidepressant

VII. Miscellaneous:

Nicotine, Phencyclidine (PCP), Quinine

VIII. Volatile Compounds:

Alcohols

Excluded Personnel Memo



APPALACHIAN REGIONAL HEALTHCARE

DATE April 1, 1988

TO Administrators *[Signature]*
FROM Ronald T. Vance, Vice President
for Personnel & Labor Relations
SUBJECT Excluded Personnel Performing Bargaining Unit Work

Except as specifically negotiated, management will not expand the amount of shared work performed by excluded personnel, but will retain the amount of shared work traditionally performed by excluded personnel.

The following explicit directives are recognized, subject to the qualifications of Article XLIV:

1. Housekeeping supervisors will not perform formerly shared housekeeping tasks.
2. Dietary supervisors will perform the following duties exclusively:
 - a. operation of the NON-EL system, and
 - b. diet orders and changes.
3. Dietary supervisors will not share any other tasks with the bargaining unit.
4. Maintenance supervisors will not perform routine maintenance tasks except in Morgan Co., where the supervisor may perform duties as in the past so long as a bargaining unit member is present.
5. Excluded personnel at Morgan County will not perform shared tasks to a greater degree than the greatest amount of shared work done by that classification in an ARH facility.
6. Supervisors will not place themselves in the call or weekend schedule rotations provided bargaining unit employees agree to accept all of the call or weekend schedules in the department.

DJL/lst

cc: David J. Lang
Gerald Whitlow
Dallas Burkhammer

USWA Local Union Presidents
Hospital Bulletin Boards

MEMORANDUM

NOTE: The reference point for shared work traditionally performed by excluded personnel is early 1986.

Appendix Q

INCENTIVE PAY FOR MEDICAL RECORDS TRANSCRIPTIONIST

80- 89 minutes - Job grade 9

90- 99 minutes - Job Grade 11

100-109 minutes - Job Grade 13

110-119 minutes - Job Grade 15

120-129 minutes - Job Grade 17

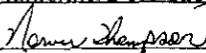
130-139 minutes - Job Grade 19

Medical Transcriptionist will be upgraded, on the basis of their performance, on a daily basis.

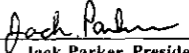
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

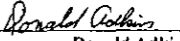
Leo Gerard
International President


Norvin Thompson, Preside
Local Union 91

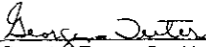
James D. English
Int'l Secretary/Treasurer


Jack Parker, Preside
Local Union 14310


Andrew V. Palm
Int'l V.P. Administration


Donald Adkin
President Local Union 143

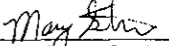
Leon Lynch
Int'l V. P. Human Affairs


Georgina Teeters, Preside
Local Union 1435

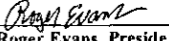
Ernest R. Thompson
Director District 8

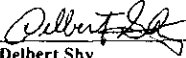

Roger McGinnis, Preside
Local Union 1449

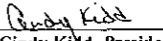
Emmanuel S. Mason
Sub District Director

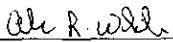

Mary Strunk, Preside
Local Union 1456


Tim Dean
Sub-District Director


Roger Evans, Preside
Local Union 1462


Delbert Shy
Staff Representative-Chairman


Cindy Kidd, Preside
Local Union 1467


Alan Whicker
Staff Representative-Co-Chair


Dwayne Herald, Preside
Local Union 1463

APPALACHIAN REGIONAL HEALTHCARE, INC.



Stephen C. Hanson
President and Chief Executive Officer



Mike Robinson
Director, Labor/Employee Relations



Paula F. Eden
Director, HR, Compensation & Benefits