AGREEMENT

BETWEEN

Manistee County Medical Care Facility

AND

Hospital Employees Division of Local 79 Service Employees International Union AFL-CIO

TERM: January 1, 1986
THROUGH: December 31, 1988
AGREEMENT

Between

MANISTEE COUNTY MEDICAL CARE FACILITY

And

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

TERM: January 1, 1986
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CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Preamble and Management Rights</td>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
<td>Recognition</td>
<td>3.</td>
</tr>
<tr>
<td>5.</td>
<td>Seniority</td>
<td>16.</td>
</tr>
<tr>
<td>7.</td>
<td>Dismissals and Discipline</td>
<td>30.</td>
</tr>
<tr>
<td>8.</td>
<td>Notices To Union</td>
<td>31.</td>
</tr>
<tr>
<td>9.</td>
<td>Lay Offs</td>
<td>32.</td>
</tr>
<tr>
<td>10.</td>
<td>Vacations</td>
<td>34.</td>
</tr>
<tr>
<td>12.</td>
<td>Insurance</td>
<td>45.</td>
</tr>
<tr>
<td>14.</td>
<td>Wages and Classification</td>
<td>53.</td>
</tr>
<tr>
<td>15.</td>
<td>Personal Leave Days</td>
<td>54.</td>
</tr>
<tr>
<td>16.</td>
<td>Duration</td>
<td>55.</td>
</tr>
<tr>
<td></td>
<td>Appendix &quot;A&quot; Longevity Compensation</td>
<td>57.</td>
</tr>
</tbody>
</table>
THIS AGREEMENT entered into on the 1st day of January, 1986, between the HOSPITAL EMPLOYEES DIVISION OF LOCAL 79, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the "Union", and the MANISTEE COUNTY MEDICAL CARE FACILITY, hereinafter designated as the "Employer".

ARTICLE I
PREAMBLE AND MANAGEMENT RIGHTS

Section 1. Both parties recognize that it is to their mutual advantage, and essential for the welfare of the patients, to have efficient and uninterrupted operation of the CARE FACILITY. The purpose of this Agreement is to establish a harmonious and constructive relationship between the parties and to establish uniform and equitable rates of pay and hours of work, and to provide for disposition of grievances.

Section 2. The CARE FACILITY, as the Employer, retains the right to manage and operate its CARE FACILITY and business; to maintain order and efficiency in its
operation; to hire, lay off, assign, transfer and promote employees; to exercise control of all its properties and equipment; to install, modify or change methods of operation, work schedules and equipment; to discipline and discharge employees for cause, including suspensions and layoffs; to make reasonable rules and regulations, not in conflict with this Agreement; although the Employer has no present intent to subcontract, to subcontract or purchase any or all work processes or services, provided the Employer meets and discusses the matter and the effect upon bargaining unit employees at least ninety (90) days prior to implementation; and to permit Facility employees not included in the bargaining unit to perform bargaining unit work, provided office and clerical employees may only perform bargaining unit work during an emergency.

The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Employer, which are not specifically relinquished herein, are reserved to and remain vested in the Employer, subject only to the conditions that such rights shall not be exercised in any manner which is inconsistent with this Agreement and the exercise of such rights shall be reasonable.
ARTICLE II

RECOGNITION

Section 1. (a) The Employer recognizes the Union as the exclusive representative and shall bargain in good faith on all matters pertaining to wages, hours of work and other terms and conditions of employment for all employees in the bargaining unit described below:

All full-time and regular part-time employees employed by the Manistee County Medical Care Facility at 1505 East Parkdale Avenue, Manistee, Michigan, in the following classifications: Nurses' Aides, Orderlies, Maintenance Employees, Dietary Employees, Housekeeping Employees, Laundry Employees, Physical Therapy Employees, and Diversional Therapy Employees; but excluding the following: Registered Nurses, Licensed Practical Nurses, Office and Clerical Employees, Graduate Nurses, Administrative Employees, Confidential Employees, Supervisory Employees, Co-Op Students, Casual and Seasonal Employees, Professional Employees, Pharmacist, Volunteers and Technical Employees.

(b) Seasonal Employees are those hired for a specific length of time only and do not exceed twenty (20) weeks of work.

(c) Casual Employees are used to fill in where additional help beyond the regular scheduled staff is needed.

Section 2. Union Security. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
Employees covered by this Agreement who were not members of the Union at the time it becomes effective shall become and remain members of the Union not later than thirty (30) days following the beginning of their employment or the execution date of this Agreement, whichever is later.

Section 3. Agency Shop. Any employee whose membership is terminated by the Union by reason of his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be retained in the bargaining unit. No employee shall be terminated under this Section, however, unless:

(a) The Union first has notified him by letter, addressed to him at the address last known to the Union, concerning his delinquency in not tendering the initiation fee and periodic dues required under this Section, and warning him that unless such fee and dues are tendered within seven (7) days, he will be reported to the Facility for termination from employment as provided herein; and

(b) The Union has furnished the Facility with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged from employment in the bargaining unit.
It is recognized that because of religious conviction or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time it is also recognized that the proper negotiations and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not join the Union and execute an authorization for dues deductions in accordance with Article III, Section 1 of this Agreement, such employee shall, as a condition of continued employment by the Facility, cause to be paid to the Union, as a service charge, a sum equivalent to the initiation fees and dues of the Union. In the event that such sum is unpaid for a period of thirty-one (31) days, the services of such employee shall, upon written notice thereof from the Union, be discontinued by the Facility.

Section 4. The Union agrees to hold the Facility harmless in any action arising out of and pursuant to the provisions of Article II, Section 3 above.

Section 5. This Article shall not apply to temporary employees hired from periods up to ninety (90) days.
ARTICLE III
CHECK-OFF

Section 1. Upon signing authorization of the employees, the Employer agrees to deduct Union dues, initiation fees and other assessments, as uniformly levied and officially designated by the Union, on the first pay period of each month and shall pay same to the Secretary-Treasurer of Service Employees' International Union, Local 79, AFL-CIO, by the fifteenth (15th) day of the month in which the deduction is made, if possible or at least prior to the end of the month in which the deduction is made. Initiation fees will be deducted over the first three (3) months.

Section 2. The Union will furnish the Employer with an alphabetical check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to this list the names and addresses and social security number of any new employees whose names do not appear on the check-off list. One copy of this list shall be returned with the stipulated amount to the office of the Union by the fifteenth (15th) day of the month in which the deductions are made, if possible, or at least prior to the end of the month in which the deduction is made.
Section 3. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Section 4. Such Check-Off shall be irrevocable for the life of the contract.

Section 5. The Union agrees to indemnify and hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation fees and assessments under this Article.

Section 6. At the time of a proven claim, or no later than four (4) working days after a claim is proved, that dues, initiation fees or union assessments have been improperly checked off, the Employer shall repay the employee and shall then look to the Union for reimbursement pursuant to paragraph 5 above.
ARTICLE IV
HOURS OF WORK

Section 1. Payroll Period. The regular period for payroll purposes is every two (2) weeks, commencing on Sunday at 12:01 A.M. and ending two (2) weeks later at 12:00 midnight. There are twenty-six (26) payroll periods per calendar year.

(a) Work Schedule. A regular work schedule shall be considered ten (10) eight (8) hour days within a payroll period.

(b) Full-Time and Regular Part-Time Employees. A full-time employee is defined to be an employee who is regularly scheduled to work ten (10) eight (8) hour days within a payroll period.

All employees who are regularly scheduled to work less than ten (10) eight (8) hour days within a payroll period are regular part-time employees.

A reasonable attempt shall be made in scheduling seasonal employees, for purposes of granting vacations, for no more than the number of days regular part-time employees are scheduled unless all regular part-time employees are scheduled for at least six (6) days.
Section 2. Overtime Compensation. Time and one-half the employee's straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) consecutive hour period which begins with the start of his regular shift, and for all hours in excess of eighty (80) hours in a payroll period. There shall be no pyramiding of overtime payments.

(a) Work on Scheduled Day Off. A full-time employee who works on his scheduled day off shall receive one and one-half times his straight-time hourly rate for all hours worked.

1. For purposes of this and all other sections of the contract, a scheduled day off is a day on which an employee is not scheduled to work on the employer's originally posted schedule.

(b) Weekends. Days off will be rotated and all reasonable attempts will be made so that all nurses aides shall receive every other weekend off. Housekeeping employees shall continue to receive every third weekend off and a reasonable attempt shall be made to continue the present schedule. The employer and the Union will continue to meet in an attempt to provide more weekends off for dietary employees.
(c) An employee who works both days of a scheduled weekend off will be credited a weekend worked for purposes of equalizing weekends off.

(d) A record of weekends worked shall be kept. This record shall be rebased on each July 1.

Section 3. Equal Overtime.

(a) Overtime among full-time employees within the same classification on the same shift shall be equalized whenever practicable. An employee excused from overtime shall be credited, for purposes of overtime equalization, with the overtime hours as if he had actually worked. Overtime imbalances shall be adjusted by giving the employee with the least amount of overtime hours first opportunity for overtime work to bring his overtime hours into balance.

(b) Overtime work occurring beyond an employee's regular shift shall be offered to the qualified employees then on duty in that classification with the least amount of overtime, it being understood that the least senior employee must take the assignment.

(c) The Employer agrees to post on the bulletin board the status of overtime within three (3) working days at the end of each payroll period. This status report shall be rebased on each July 1.
(d) A newly hired full-time employee shall, as of his first day of work, be credited with the highest number of overtime hours of any employee in the same classification and on the same shift.

Section 4. Holidays. The following shall be designated as paid holidays:

1. Legally Designated Memorial Day
2. Independence Day (July 4)
3. Labor Day
4. Thanksgiving
5. Christmas
6. New Year's Day
7. Washington's Birthday
8. Employee's Birthday
9. Good Friday
10. Employee's Date of Hire

(a) Employees shall be paid eight (8) hours pay at their regular straight-time hourly rate of pay for each of the holidays provided for in this Article provided they meet all of the following eligibility rules and qualifications:

1. The employee has seniority on the date of such holiday.

2. The employee must have worked his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless excused or on a paid leave of absence.
3. The holiday shall begin at the start of the third shift on the eve of the holiday and shall end twenty-four (24) hours later.

   (b) Employees who work on any of the holidays provided for in this Article shall receive the holiday pay plus one and one-half his regular rate of pay for all hours actually worked during such twenty-four (24) hour holiday. Full-time employees who work on a holiday which is his regular scheduled day off shall receive the holiday pay plus two (2) times his regular rate of pay for all hours actually worked, regardless of the number of days worked in that pay period. He shall not be entitled, in addition to the pay provided for in this paragraph 3(b), to the pay provided in Article IV, Section 2(a).

   (c) Employees on layoff, leave of absence or who are drawing workmen's compensation shall not be eligible for holiday pay.

   (d) Employees who are scheduled to work on a holiday and who do not work on the holiday shall receive no pay for the holiday.

   (e) Part-time employees who qualify for holiday pay shall receive holiday pay at their regular straight-time rate for their regularly scheduled hours of work.
(f) The Employer shall attempt to divide holidays off work among full-time employees in each department.

(g) If an employee's birthday or anniversary date of hire is the same day as another of the paid holidays provided in this Section 4, and such employee is eligible as provided in Section 4(a), he shall receive sixteen (16) hours pay at his straight-time hourly rate for such holiday.

(h) An employee on paid sick leave, who otherwise qualifies for the holiday pay, shall receive the holiday pay without one (1) day reduction in his paid sick leave.

Section 5. Holiday pay shall not count as hours worked for purposes of computing overtime pay.

Section 6. Part-Time. (a) An effort shall be made by the Employer to first schedule full-time employees for eighty (80) hours during a pay period. There shall be no obligation to schedule regular part-time employees for sixteen (16) hours in the following cases:

1. An employee is called in to replace an absent employee.

2. The employee has requested less than sixteen (16) hours a pay period.

3. The schedule does not allow such scheduling.
(b) This paragraph shall not apply to employees called on an irregular basis.

Section 7. Minimum Hours of Work. Employees shall receive at least one (1) hour's notice before reporting for work if there will be no work for the employee on that day. If such employee does not receive such notice and the employee reports for work at his regular starting time, he shall receive three (3) hours pay. If there is no telephone number to contact the employee, the employee shall not receive pay if he is sent home for lack of work.

(a) Call-In Pay. Employees who are not regularly scheduled to work and are called in to work by the Facility will receive a minimum of four (4) hours pay and if they work at least seven (7) hours they will receive eight (8) hours pay. Dietary employees who are called in to work the 3 hour shift will receive a minimum of two (2) hours pay and if they work at least two (2) hours they will receive three (3) hours pay.

Section 8. Meals and Rest Period. The Employer shall grant a paid thirty (30) minute meal period and two (2) fifteen (15) minute rest periods for each shift, one rest period in each half of the shift. Such time for meals and rest periods shall be arranged with the supervisor so that the work is adequately covered.
Section 9. **Double Overtime.** The payment of overtime for any hour excludes that hour from consideration of overtime on any other basis, thus eliminating double overtime payment.

Section 10. **Shift Differential.**

(a) Employees in the dietary department who begin work before 7:30 a.m. will be paid an additional twelve and one-half cents (.125) per hour.

(b) Employees in the nursing and maintenance departments who begin work after 3:00 p.m. (the second shift) will be paid an additional sixteen cents (.16) per hour.

(c) Employees in the nursing and maintenance departments who begin work after 11:00 p.m. (night shift) will be paid an additional twenty cents (.20) per hour.

Section 11. **Shift Changes.** The starting times of all employees shall be determined by the Employer. A list of employees' starting times shall be posted in each department. At least two (2) weeks advance notice of a shift change shall be given to affected employees and the Union.

Section 12. The Employer will provide employees on the first and second shifts with one meal at a cost to the employee of one dollar ($1.00). The Employer reserves the right at any time to increase the cost per meal because of increased
food costs provided ten (10) days advance notice of such increase is given. The Employer will continue to provide at its expense coffee and refreshments to employees at break times.

ARTICLE V

SENIORITY

Section 1. Probation. Seniority shall be defined as the length of continuous service since the last date of hire, and if two or more employees are hired on the same day, seniority preference shall be determined by the alphabetical order of the employee's last name. The probation period for newly hired full-time employees shall be ninety (90) days. The probation period for newly hired part-time employees shall be sixty (60) days actually worked. Any probationary employee who changes status part-time to full-time or full-time to part-time, shall complete the sixty (60) days actually worked probationary period. This period may, in specific instances, be extended by mutual agreement between the Union and the Employer.

(a) There shall be no responsibility for reemployment of employees if they are laid off or discharged for any reason during their probationary periods.
Section 2. Seniority rights shall be lost for the following reasons:

(a) The employee quits.
(b) The employee is discharged for just cause.
(c) If an employee is laid off for a continuous period of one (1) year or his/her length of seniority, whichever is greater.
(d) If the employee is absent for three (3) consecutive working days without properly notifying the Employer, unless a reasonable explanation to the Employer of both the absence and failure to notify is given.
(e) If an employee, upon proper notification of recall from layoff, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) days following notification unless a reasonable explanation to the Employer of both the failure to report and return to work is given. An employee giving such notice shall not be entitled to a claim for back pay when he reports to work. Notification to employees by certified mail or telegram delivered to the last address
appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the Employer. Nothing in this item (e) shall be deemed to preclude the Employer from filling any vacancy, caused by the failure of an employee to report promptly after notification, in such manner as the Employer shall determine until such employee reports for work or has lost his seniority under this provision; provided, the Employer shall make a reasonable attempt to use part-time employees to fill such vacancy.

(f) If an employee fails to report for work at the expiration of his leave of absence; obtains a leave of absence by giving a false reason; or engages in any other employment during a leave of absence without Employer approval.

Section 3. Seniority List. The Employer shall prepare an alphabetical seniority list designating full-time and part-time employees, for all employees covered by this Agreement, and such list shall be brought up to
date every six (6) months. On the execution of this Agreement a copy of the seniority list will be furnished to the Union and also be posted on the Union bulletin board. This list shall include the name and hiring date of each employee.

Section 4. Officer's Seniority. For the purpose of layoff and recall only, all stewards and unit chairmen shall have top seniority in their department and shift, provided there is work available which they have the ability to perform. The non-scheduling of overtime work for any employee is not a layoff. It is the responsibility of the Employer to decide when and if a steward or the unit chairman has the ability and qualifications to perform the job; provided, the Employer shall apply the same standard to all employees.

The Union shall notify the Employer, in writing, as to the names of the stewards and the unit chairmen and will notify the Employer, in writing, of any changes in the officers.

Alternate stewards shall not be entitled to top seniority. No employee shall be entitled to hold the
office of steward or unit chairman who has not been employed by the Employer for at least six (6) months.

Section 5. Promotion and Transfer. The Employer shall notify the Unit Chairman, in writing, and post on the union bulletin board for five (5) days, a notice of all permanent job openings. The day of posting shall not constitute one of the five (5) days. A permanent job opening is defined to be any permanent job opening including regular and part-time job and shift changes which the Employer intends to fill, which result from the creation of a new job by the Employer or any permanent openings on an existing job created by death, quit, discharge, retirement or permanent transfer. Two factors shall be considered in selecting employees for promotion or the filling of vacancies on jobs within the bargaining unit: (1) the ability and qualifications of the applicant to perform the open job; and (2) the seniority of the applicants for the job. Preference shall be given the applicant with the greatest seniority if he can meet the minimum requirements of the job.
(a) **Apply for Job Openings.** Any employee with seniority may apply for a posted job by signing the posted notice within the five (5) day posting period. Employees who do not apply during the posting period shall have no claim to the job. New employees will be hired for a posted job if there are no qualified bidders. While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job, provided, however, the Employer shall attempt to fill the vacant job during such period with part-time employees.

(b) **Probationary Period.** A successful bidder for a permanent job opening shall have a thirty (30) calendar day trial period during which period the employee may request a retransfer to his former job or the Employer may retransfer for just cause, the employee to his former job. The trial period may be extended for an additional thirty (30) days by mutual agreement between the Union and the
Employer. An employee who has obtained a permanent job shall not receive a reduction in pay unless the highest rate of pay for the new job is less than the employee's former rate of pay.

(c) Temporary Transfers. The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by absence from the job or from an employee's trying out a vacant job under Section (b), provided, the employee so transferred shall be the employee with the least seniority in the classification from which the transfer is made. A temporary vacancy, other than a leave of absence, is defined to mean a job to which the employee is transferred for thirty (30) consecutive calendar days or less. After such thirty (30) days the job will be posted as a permanent job opening under Section 5.

When an employee of a higher classification is transferred temporarily to a lower classification, he shall receive the higher rate of pay, and when an employee of a lower classification is transferred temporarily to a higher classification, he shall receive the higher rate of pay.
(d) **Limitations on Right to Bid.** An employee who has obtained a new permanent job by the above procedure shall not be eligible for four (4) months to use the provisions of this Section to obtain any other job.

(e) **Shift Preference.** It is recognized that employees are usually hired to work a particular shift. An employee who wishes to transfer to the same classification on another shift, or from part-time to full-time and vice versa, may file a request to that effect with their department head. When changes can be made to honor these requests, the changes will be made as outlined in Section 5 of this Article.

(f) **Reposting of Jobs.** Any job opening not permanently filled in sixty-five (65) days of the date the job is originally posted shall be re-posted.

**Section 6. Discrimination.** The Employer is an equal opportunity employer, male and female. The Employer shall not discriminate against any employee because of lawful activities in behalf of the Union, or because of religion, race, color, national origin, age, sex, height, weight, marital status, or creed.
ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a complaint by an employee or group of employees concerning the application or interpretation of this Agreement.

Section 2. STEP 1

(a) Any employee having a specific grievance shall take the matter up with his immediate supervisor within twenty (20) days following the alleged occurrence of the grievance. The supervisor shall attempt to adjust the matter in a manner not inconsistent with the terms of this Agreement.

(b) Any employee may request his immediate supervisor to call a steward or committeeman of that shift, to handle the specified grievance. The supervisor will send for the steward or committeeman without undue delay, and without further discussion of the grievance, subject to the provisions of Article VI, Section 3.

STEP 2.

(a) Grievances which are not so settled shall be reduced to writing on appropriate forms and signed by
the aggrieved employee. A copy shall be given to the supervisor. The employee and steward shall meet with the supervisor not later than three (3) working days following the signing of the grievance. The employee, steward and supervisor shall attempt to settle the grievance.

(b) The supervisor shall return a written answer to the employee and/or steward within three (3) working days of said meeting provided however, any decision reached by an employee as to resolution of his/her grievance shall not be binding upon the Union.

STEP 3.

(a) If the grievance is not adjusted by the above steps, the employee, steward and unit chairman if involved, shall take the matter up with the Facility Administrator, who shall attempt to adjust the matter. Both the Union and the Employer shall have the right to have outside representatives present and to request the presence of any and all parties who have been involved in the grievance up to this step. The administrator shall note the date of receipt of the grievance on all copies.

(b) The Facility Administrator shall render a written decision within ten (10) working days of the meet-
ing. If the grievance concerns action by the Administrator, the grievance procedure shall commence at the third step and the Administrator shall give his written answer within ten (10) working days of the meeting.

(c) Any grievance not moved from one (1) step to the next of this procedure, by the Union within five (5) working days from each step, shall be considered settled on the basis of the last disposition, and not subject to further appeal. Should the Employer fail to render a disposition within the time limits spelled out in each step, the matter shall be automatically appealed to the next step.

STEP 4. Arbitration. In the event the answer by the Administrator is not satisfactory to the Union, then within ten (10) days following the date of receipt of the Administrator's answer the Union only, and not an individual employee, may make a written request that the matter in dispute be heard by an arbitrator, all pursuant to the following rules and conditions:

(a) The grievance shall relate solely to the application and interpretation of the terms and conditions of the collective bargaining agreement.
(b) The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the agreement or substitute his discretion for the Employer's discretion when such discretion is reserved in the collective bargaining agreement.

(c) The decision of the arbitrator shall be final and binding.

(d) Upon receiving a request for arbitration, the parties shall meet and attempt to select an arbitrator and, if unable to agree, shall then jointly obtain a list of five (5) arbitrators from the American Arbitration Association and shall attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties' alternately striking a name from the list.

(e) The cost and expenses of the arbitrator shall be shared equally by the parties, but the fees and wages of representatives counsel, witnesses or other persons attending the hearing shall be paid by the party incurring them.

(f) Any grievance not taken to arbitration within the above stated time limit shall be deemed settled
based upon the Administrator's Step 3 answer.

Section 3. Steward Representation. It is mutually agreed that providing medical care is the obligation of both the Employer and the employees. Therefore, investigation of grievances will take place at the earliest practical time which does not affect or detract from the patient's care and welfare. The steward shall notify and obtain his supervisor's consent prior to investigating a grievance. The supervisor shall not arbitrarily withhold consent from a steward to investigate a grievance. The steward will proceed promptly with the least amount of disruption to the work at hand and will be paid for such time spent which occurs during his regular working hours. There will be alternate stewards for the stewards who shall function on behalf of the steward in his/her absence.

Section 4. The bargaining committee shall be composed of no more than seven (7) duly elected members who shall be employees with at least ninety (90) days seniority. The unit shall be represented in the grievance procedure by the Unit Chairman and/or four (4) stewards, two (2) from the first shift; one (1) from the second shift; and one (1) from the third shift.
Section 5. No Strike and No Lockout. The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slowdowns, stoppages of work, boycott or other unlawful acts that interfere with the Facility's operations and they will take affirmative action to prevent and stop any that occur in disregard of this commitment. Any violation of the foregoing provision shall be subject to discipline, up to and including discharge.

The Facility agrees that so long as this Agreement is in effect there shall be no lockout.

Section 6. Union Representatives. A representative of the Union may visit the Facility at any time during the business hours of the Facility for the purpose of administering the contract. Upon arrival at the Facility the Union representative shall announce his arrival to the Administrator and shall proceed to conduct his business in a manner which does not interfere with the operation of the Facility or the performance of an employee's duties.
ARTICLE VII

DISMISSALS AND DISCIPLINE

Section 1. Dismissals. The Employer shall not discipline or discharge any employee without just cause. Should the employee or the Union desire to contest such discipline the matter shall be processed under the grievance procedure.

Section 2. Past Record. In imposing any discipline, the Employer shall not consider any offenses committed by the employee prior to twelve (12) months from the date of the present offense, provided the employee has not been disciplined for any reason during such twelve (12) month period. Employees may review their disciplinary records with the Administrator at any time.

(a) Verbal warnings may be given in cases not justifying a written penalty. Such verbal warnings will be considered as constructive criticism and will not be taken into account in any future disciplinary proceedings.

(b) Reason for Disciplinary Action. All discipline shall be in writing. The employee and the Union
shall be furnished with written reasons. The disciplined employee shall have the right to meet with a steward in a private place with a table or desk and chairs prior to leaving the premises.

Section 3. Acknowledge Discipline. The employee will be required to acknowledge receipt of discipline or forfeit his right to the grievance procedure, except that the employee may request the presence of a steward prior to signing. The notice of discipline shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

ARTICLE VIII
NOTICE TO UNION

Section 1. Bulletin Board. The Employer will provide a bulletin board within the Care Facility in the area of the time clock, to be used by the Union for posting notices of Union meetings and other official Union business.

Section 2. New Jobs. When a new classification is created not covered herein, but a part of the bargaining
unit, the Employer will notify the Union prior to establishing a rate structure. In the event the Union does not agree within thirty (30) days of the date of notification that the rate is proper, it shall be subject to negotiation.

ARTICLE IX

LAYOFFS

Section 1. Seniority shall apply to layoff and recall as follows:

(a) When a reduction in work force occurs, employees in the classification affected on probation, and then the employees in that classification with the least seniority will be the first to be laid off. Such laid-off employee may claim the job of the least senior employee in a classification with the same or lower pay rate provided he has the ability to do the job and provided further, a part-time employee may not claim the job of a less senior full-time employee unless the part-time employee agrees to work full time.
(b) The above shall apply to all layoffs other than a temporary reduction in force for no more than five (5) days. For any reduction in force of five (5) days or less, the laid-off employee shall have no right to claim the job of any other employee.

Section 2. Employees shall be recalled in the reverse order of their layoff. Probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled, provided the laid-off employees have the qualifications and ability to perform the available work.

Section 3. The Employer will not temporarily transfer an employee to a classification in which an employee is laid off except to fill a vacancy caused by an absence or except in the case of an emergency.

Section 4. Employees will be returned to their regular classification before a laid-off employee, with less seniority, is recalled or returned to that classification.

Section 5. Employees who exercise their seniority under Section 1(a) shall be paid their regular rate of
pay if they are working in a classification with the same rate of pay as their regular classification or at the highest rate of pay if they are working in a classification in which the highest rate of pay is lower than their regular rate of pay.

Section 6. Notice of Layoff. An employee being considered for layoff shall be given a two (2) week notice or two (2) weeks pay in lieu of notice, or any combination of either to meet the above requirements. Notice of layoff shall be given in writing to the employees and the Union and shall set forth the effective date of the layoff.

ARTICLE X

VACATIONS

Section 1. Vacations with pay shall be based upon years of continuous service with the Employer and shall be granted according to the following schedule:
<table>
<thead>
<tr>
<th>Years Of Continuous Service</th>
<th>Days Of Vacation With Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>16 or more</td>
<td>25</td>
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</table>

The employee's seniority date shall be used to compute his eligibility for vacation with pay.

Section 2. Vacation Schedules. Vacation schedules shall be prepared based upon the needs of the facility and seniority. Employees must advise their supervisor at least thirty-five (35) days in advance of the date on which the vacation is to commence. If two or more employees desire the same vacation period, the vacation period will be granted to the employee with the greater seniority.

Section 3. Vacations shall normally be taken in periods of one (1) week (five (5) vacation days plus two (2) off days). Vacations of less than one (1) week may be taken by mutual agreement between the employee and the Employer.
Section 4. Employees on vacation during a paid holiday shall receive an additional day of vacation.

Section 5. For each day of vacation with pay, a full-time employee will receive eight (8) hours pay at his regular straight-time hourly rate. Vacation pay for regular part-time employees shall be based upon their regularly scheduled hours of work. Vacation pay shall count as hours worked for purposes of computing overtime pay.

Section 6. Vacation with pay shall not be accumulated from year to year. Employees who are laid off, off work on a leave of absence, or off work because of an injury compensable under the Workmen's Compensation Statute are not entitled to vacation with pay.

Section 7. Employees who retire and those who quit and give at least two (2) weeks advance notice of their quitting date shall be paid for all accrued but unused vacation days.

Section 8. Employees who desire vacation pay in advance of their vacation shall notify the Employer one (1)
week in advance of the regular payday preceding the start of their vacation. The Employer shall pay the employee by a separate check, provided no separate check shall be issued for a vacation period of less than five (5) days.

Section 9. Employee's Death. In the case of an employee's death, payment of accrued wages and economic benefits shall be paid in accordance with Michigan Statutes Annotated Section 17.272 (Michigan Compiled Laws Section 408.52).

ARTICLE XI

SICK LEAVE AND LEAVES OF ABSENCE

Section 1. All full-time employees shall accumulate paid sick leave at the rate of eight (8) hours per month. All regular part-time employees shall accumulate four (4) hours of paid sick leave for each eighty-eight (88) hours of work. Sick leave may accumulate up to seven hundred twenty (720) hours. While an employee is on probation, he shall not be entitled to paid sick leave but at such time as he successfully completes his probation-
ary period he shall receive credit for the sick leave he accrued during his probationary period.

Section 2. Sick leave may only be utilized when an employee is unable to report to work because of sickness or an accident or when it is necessary to stay at home and care for a spouse or child.

Section 3. The Employer may request a physician's certificate certifying that the employee was sick or injured in an accident or the employee's spouse or child required the care of the employee.

Section 4. Employees who retire and employees who voluntarily quit and give the Employer at least two (2) weeks advance written notice of their quitting date shall receive pay for ninety percent (90%) of their accrued but unused sick leave.

Section 5. Sick leave shall not be paid during a period the employee is receiving benefits under the Workers Compensation Act.

Section 6. Prior to Christmas of each year, employees shall be paid for accrued but unused sick days which are in excess of the maximum accumulation provided by the Agreement.
Section 7. Maternity Leave. Employees desiring a maternity leave of absence shall, after pregnancy is determined, make an application for such maternity leave on the following form which contains the terms and conditions of such maternity leave:

APPLICATION FOR MATERNITY LEAVE

(Name) (Department)

1. Expected Date of Delivery

2. Do you intend to work until no longer physically able? [ ] Yes [ ] No

3. If no, when do you request leave commence?

4. Do you intend to resume work when physically able? [ ] Yes [ ] No

5. If no, do you request an uncompensated leave of absence following date of birth? [ ] Yes [ ] No

How long?

In making this application I am aware of the following regulations:

(a) Leaves of absence commencing prior to the date I am certified physically unable to continue work are uncompensated.
(b) If I continue work past the fifth month of pregnancy I agree to provide a form supplied by the Employer certifying my physical ability to work after each examination by my physician, at least once each month.

(c) If I intend to resume work as soon as I am physically able after delivery, I agree to provide a certificate of my physician certifying my physical ability to return to work.

(d) I shall be entitled to paid sick leave, subject to Article XI, Section 1 during the period of time a physician certifies that I am physically unable to work.

(e) Maternity leaves continuing beyond compensated sick days will be treated as unpaid leaves of absence. Employees who wish to resume working following such leaves of absence will be reassigned according to paragraph 8.9 of this Article.

(f) The Employer will no longer continue to pay for insurance coverage while I am on unpaid leave of absence. I may be entitled to continue this coverage personally under the policy.

____________________, 19_____ Signature of Applicant

CERTIFICATION BY EXAMINING PHYSICIAN

On _____________, 19___, I examined _____________, who is employed as a _____________ at the Manistee County Medical Care Facility. I have inquired and been informed of the duties involved in this position, including any prolonged standing or physical activity. It is my medical opinion as a physician:

- 40 -
(Strike inapplicable phrase)

a. That she (is)(is not) physically able to perform the duties involved in this position at this stage of her pregnancy.

b. That, in view of her recent pregnancy, she (is)(is not) physically able to return to work and perform the duties involved in this position.

Signature

Section 8. Union Leave. Upon written application the Employer will grant a leave of absence to not more than one employee at a time for not more than one (1) year for the purpose of filling an appointed or elected Union office, providing the remaining employees can do the available work. The employees must notify the Employer as soon as he is aware of his intent to return to work at the end of his leave of absence.

A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Union Business Representative.

Leaves of absence not to exceed two (2) weeks shall be granted for official Union meetings or conferences or training sessions, provided that no more than two (2) employees
from the same classification shall be granted leave at the same time. The Employer shall be notified of such intended leave of absence at least three (3) weeks in advance of the meeting to allow for replacements to be obtained, so as not to interfere with the operation of the employees' department. The Facility will attempt to cooperate if less than three (3) weeks notice is given.

Section 9. Personal and Emergency Leave. A leave of absence of three (3) days or less may be granted upon oral request to the administrator or his designee. Any request for a leave of more than three (3) days must be made in writing, with reasons stated.

A leave of absence of four (4) days but not exceeding six (6) months upon written request may be granted at the discretion of the Administrator or his designee to any employee with seniority. An extension of up to six (6) months may be granted upon written request.

Section 10. Funeral Leave. (a) Upon the death of any member of the immediate family (as hereinafter defined) of an employee such employee shall be entitled to three (3) days off with pay, providing that such three (3) days shall be consecutive and include the day of the funeral,
provided, however, if the funeral is outside the State of Michigan, one (1) additional day with pay shall be granted.

Immediate family is defined as current spouse, stepchild, child, or parent or person standing in loco parentis, brother, sister, mother of current spouse, father of current spouse and relative permanently residing in the employee's household.

(b) Upon the death of a grandparent or grandchild of an employee or the grandparent of a current spouse, such employee shall be entitled to two (2) days off with pay, provided that such two (2) days shall be consecutive and shall include the day of the funeral, provided, however, if the funeral is outside the State of Michigan, one (1) additional day shall be granted.

Section 11. Military Leave. Whenever nonprobationary employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, for such time as they are engaged in active-duty defense training. Such leaves shall not exceed two (2) calendar weeks, ten (10) days (work). The Employer shall pay the employee the difference between eighty (80) hours at his regular rate of pay and the military pay the employee receives while on active duty.
Section 12. Educational Leave. Employees with seniority may be granted an unpaid leave of absence for up to one (1) year for educational purposes. An additional leave of absence may be granted upon written application.

Section 13. Replacement And Return From Leave. Employees returning from a leave of absence will be placed in the same classification and job and shift in which they were employed at the commencement of the leave of absence. Until the returning employee appears on the next posted work schedule, the returning employee shall be entitled to first priority for calls to work on the same classification, job and shift in which they were employed at the commencement of the leave of absence.

Section 14. Jury Duty. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight-time hourly rate and the daily jury fee paid by the court. In order to receive payment an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment.
Section 15. All leaves shall be without pay and without loss of seniority unless specifically provided to the contrary.

ARTICLE XII

INSURANCE

Section 1. Life Insurance. The Employer agrees to maintain a term life insurance policy on each full-time employee in the amount of $5,000.00; and to maintain a term life insurance policy on each part-time employee in the amount of $2,500.00.

Section 2. Accidental Death and Dismemberment. The Employer agrees to maintain accidental death and disability insurance coverage in the amount of $5,000 for full-time employees and $2,500 for part-time employees.

Section 3. Health Insurance. (a) The Employer will pay, except as provided in (c), the single subscriber only premium for Blue Cross - Blue Shield MVF-1 insurance for all employees who are not covered by a spouse's health insurance policy which shall contain the following riders: IMB-OB and ML.

(b) The Employer will pay, except as provided in (c), the single subscriber only premium for all employees who are not covered by a spouse's insurance for Blue Shield PDP Coverage ($2.00 co-payment prescription drug program).

(c) The maximum monthly premium (the sum of (a) and (b)) paid by the Employer shall be limited to the following:

- 45 -
Effective Date | Maximum Monthly Premium
--- | ---
January 1, 1986 | $66.00
January 1, 1987 | 68.00
January 1, 1988 | 70.00

(d) With respect to employees who elect Health Maintenance Organization (HMO) coverage, in lieu of Blue Cross/Blue Shield, the Employer’s maximum monthly premium contribution shall be $61.90.

Section 4. Insurance coverage will become effective for new hires on the thirtieth (30th) day following employment.

Section 5. The Employer reserves the right at any time to change insurance carriers provided such change does not reduce the insurance benefits.

Section 6. The Employer agrees to pay the cost of the Blue Cross/Blue Shield insurance for employees during the first ninety (90) days off work on paid sick leave.

ARTICLE XIII

GENERAL

Section 1. Statement of Character. An employee leaving the CARE FACILITY'S employment under honorable conditions shall, upon request, receive a written statement of character of service.

Section 2. Employees shall receive the full economic benefits of this Agreement on a prorated basis, based on 2080
hours per year provided, however, all full-time employees regularly scheduled to work fifteen hundred hours (1500) or more hours per year shall receive full benefits of this Agreement.

(a) For the purpose of computing benefits under this Agreement, except entitlement to overtime pay, paid vacations, paid sick leave, paid holidays on which no work is performed, paid funeral leaves, and paid jury duty, shall be considered as hours worked.

Section 3. Pension Plan. The Employer shall continue the present pension plan for all employees covered by this Agreement. Effective April 1, 1986, the Employer shall assume the Employees contribution to the pension plan.

Section 4. Modifying Contract. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with
respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Notwithstanding the foregoing, it is mutually agreed that the specific terms, provisions or conditions of this Agreement can be changed or modified at any time during its term by mutual written consent of the Employer and Union.

Section 5. Work Schedules must be posted two (2) weeks in advance of the beginning of the next pay period and a copy to the Unit Chairman. Any changes in the posted schedule must be agreed upon by the affected employee or employees except in cases of emergency. Employees who want to change "off days" with another employee must also obtain the consent of their department head before the proposed change.

Section 6. Safety. The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assist-
ing and maintaining the agreed-upon rules regarding health
and safety.

Section 7. Workers' Compensation. The Employer shall
maintain the employee's Blue Cross/Blue Shield or HMO coverage
and life insurance for the first three (3) months the employee
is off work on Workers' Compensation.

Section 8. Payday will be every other Thursday begin-
ning at 1:00 P.M., on the premises and on the Employer's time.

Section 9. Work Rules. All new work rules and regula-
tions for which an employee may be disciplined or discharged
shall be posted and submitted to the Union in writing at
least ten (10) days prior to the effective date of the work
rule.

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

If the Union objects to the proposed work rule, the
parties shall meet and attempt to resolve the difference.
If the matter is not resolved within an additional ten
(10) day period, the rule shall be referred to the last
step of the grievance procedure. The Union shall receive a copy of all Employer rules and regulations on or before the execution date of this Agreement.

Section 10. Work Load. When employees are absent the Employer shall attempt to fill the absence through first, the use of part-time employees, and second, through the use of full-time employees. If the Employer cannot fill the absence, the work will be apportioned as nearly equally as possible, among those employees present in the same classification and on the same shift.

Section 11. Dual Supervision. Employees shall normally receive instruction from and be responsible to their immediate supervisors, however, when employees are given an order by any supervisor they shall promptly obey the last order given to them. Employees shall not be disciplined for following the above procedure.

Section 12. Physical Examination. An employee may be required, on Employer time, to submit to a chest x-ray or physical examination at any time. Other tests and x-rays may be required if deemed advisable by the Employer.
The Employer will bear the full cost of such tests and examinations.

Section 13. Succession. If the Employer sells its business, it shall give notice of such sale to the Union at least thirty (30) days prior to the effective date of such sale. The Employer will also notify the purchaser that the employees are represented by the Union.

Section 14. Late Arrival. For purposes of computing hours worked a time clock is in use. The following rules govern the use of the time clock:

(a) Employees are expected to punch in no more than ten (10) minutes prior to the beginning of the shift and to punch out promptly at the end of their shift.

(b) Time lost for tardiness will be based on fifteen (15) minute increments. A five minute grace period is granted.
5 - 20 minutes late - 15 minutes deducted
21 - 35 minutes late - 30 minutes deducted
36 - 50 minutes late - 45 minutes deducted
51 - 60 minutes late - 60 minutes deducted

(c) For the purpose of computing overtime, the time card shall be rounded to the next highest one-tenth hour.

Section 15. Unemployment Compensation. All employees to be covered by unemployment compensation as provided under the Michigan Employment Security Act.

Section 16. Validity. If any provisions of this Agreement become invalid under existing or future laws, State or Federal, the remainder of this Agreement shall not be affected in any way. Those provisions which become invalid shall be re-negotiated.

Section 17. Tuition. The Employer agrees to pay tuition and textbooks only for employees' training and education which, in the sole discretion of the Employer, are job related. Pursuit of courses to become licensed as a LPN or a RN are not subject to this paragraph.

Section 18. Employee Benefits. Employees on a paid leave of absence or on layoff shall receive the benefits of this Agreement for the first sixty (60) days of such paid leave of absence or layoff.
Section 19. Pronoun Clause. Whenever reference is made in this Agreement to the male pronoun, he, him, et cetera, it is intended and shall be deemed to include reference to the equivalent female pronoun, she, her, et cetera.

Section 20. Social Service Clients. It is understood that Manistee County Medical Care Facility wishes to cooperate with Manistee County Department of Social Services in providing work for Social Service's clients. The following briefly describes the conditions agreed to prior to the Facility's involvement in this work project.

(a) No more than five (5) positions be established.

(b) Union staffing patterns, hours, etc., shall not be affected.

(c) Should the Facility find it necessary to cut staffing, cut hours, lay off employees, the Facility will first terminate any connection with this work project.

ARTICLE XIV

WAGES AND CLASSIFICATION

Section 1. Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which
has been agreed upon by the parties and made a part of this contract.

Section 2. The Schedule of Wages attached as "Appendix A" represents the following changes to the Schedule of Wages in effect prior to the execution of this Agreement: Wage Freeze effective January 5, 1986: Eighteen Cents (18¢) effective January 1, 1987; and Eighteen Cents (18¢) effective January 1, 1988. Starting wages have remained unchanged for the duration of this Agreement. Maintenance employees shall receive an additional wage increase of Five Cents (5¢) January 5, 1986; Five Cents (5¢) January 1, 1987; and Five Cents (5¢) January 1, 1988.

ARTICLE XV

PERSONAL LEAVE DAYS

Section 1. Each employee, upon the successful completion of his/her probationary period, shall be entitled to two (2) paid personal leave days during each year of this contract. Employees shall request a personal leave day in advance of the requested day off. No personal leave days shall be taken on a holiday provided in Article IV, Section 4. Leaves shall be granted on the basis of the needs of the employees requesting the day off.
Section 2. Employees not taking a personal leave day or days shall have such unused day or days added to their accrued but unused vacation.

Section 3. Employees who are laid off, off work on a leave of absence, or work because of an injury compensable under the Workers' Compensation statute are not entitled to a personal leave day.

ARTICLE XVI

DURATION

Section 1. Except as other effective dates are provided in this Agreement, this Agreement shall become effective January 1, 1986 and shall continue in effect until midnight, December 31, 1988.

Either party may terminate or modify this Agreement on the termination date December 31, 1988, or any renewal of the anniversary date, by giving to the other party ninety (90) days in advance of December 31, 1988, or on any renewal anniversary date, written notice of intent to terminate or modify. Failure to give such notice shall automatically extend the Agreement from year to year thereafter.

Section 2. The Union and the Employer each agree to pay one-half (1/2) the cost of printing the Agreement.
Section 3. The wages as appear in Appendix "A" shall be effective January 5, 1986.

Section 4. The seniority dates specified in Appendix "A" relate to the employees' date of hire, and not the anniversary date of this Agreement.

MANISTEE COUNTY MEDICAL CARE FACILITY

By Ronald R. Schimke
Administrator

By Floyd Adams
Director of Manistee County Department of Social Services

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

By Richard J. Cordell
President

By Ray Musnich
Business Representative

UNION BARGAINING COMMITTEE:

Mike Schuman
Betty Zupin
Nancy Kovak
Kathleen Myers
Donna Osain
APPENDIX "A"

LONGEVITY COMPENSATION

Longevity Pay. Beginning in the calendar year after which an employee has completed his fifth (5th) year of continuous service he shall each December receive a longevity bonus of two percent (2%) of his earnings during the year. The maximum longevity bonus payable is One Hundred Sixty Dollars ($160.00).

Beginning in the calendar year after which an employee has completed his twelfth (12th) year of continuous service, he shall each December receive a longevity bonus of three percent (3%) of his earnings during the year. The maximum longevity bonus payable is Two Hundred Forty Dollars ($240.00).
# WAGES

**EFFECTIVE JANUARY 5, 1986**

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WAGES  
EFFECTIVE JANUARY 1, 1988

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written.

MANISTEE COUNTY MEDICAL CARE FACILITY

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

Ronald R. Schimke
Administrator

Floyd Adams
Director of Manistee County Department of Social Services

By

By

President

Business Representative

UNION BARGAINING COMMITTEE:

Mike Schwan

Daisy Kovak

Betty Zupin

Kathryn Myers

Donna Brown