

4/14/76

A G R E E M E N T

THIS AGREEMENT entered into on the 15th day of April, 1973, by and between the EATON COUNTY MEDICAL CARE FACILITY (hereinafter referred to as the "Employer"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547 A, 547 B, and 547 C, AFL-CIO (hereinafter referred to as the "Union").

Eaton County

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth standards of wages, hours and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Michigan State University

ARTICLE I

RECOGNITION OF UNION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 230 of the Public Acts of 1949, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other

International Union of Operating Engineers  
13020 Pontiac Avenue  
Detroit, MI 48227



conditions of employment for the term of this Agreement for the employees of the Employer included within the following described unit: Nurses Aides, Medication Aides, Orderlies, Housekeeping, Maintenance, Dietary, Office Clerical, Physical Therapy Aides, Activity Aides and Laundry, including all regular and part-time employees, EXCLUDING Registered Nurses and Licensed Practical Nurses and Supervisors.

Section 2. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Paragraph A.

Section 3. Union Security. It is the purpose of this Agreement to make lawful provision for voluntary Union membership by all those who choose, and payment by all others of a representation fee. The Employer will not discriminate in regard to hire, terms or conditions of employment in order to encourage or discourage membership in the Union.

A. Existing employees who have previously executed membership or dues authorization cards, shall be deemed continuing members subject to the provisions of this Agreement.

B. On or before the sixty-first (61st) day following the beginning of employment and/or the effective date of this Agreement, each employee covered by this Agreement shall decide whether or not to apply for membership in the Union. In the event that the employee



chooses to refrain from membership, the employee shall execute a representation fee authorization card; otherwise, the employee shall execute a dues authorization card.

C. Employees covered by this Agreement who are not members of the Union shall pay their fair share of the costs of representation. The cost of representation is described herein as a "representation fee". That amount shall be determined by the Union:

(1) The Employer shall forthwith commence deduction of the representation fee thus determined by the Union. However, within thirty (30) days after the initial deduction of the representation fee, any employee or employees who challenge the amount of the fee shall do so by a written objection delivered to the Union's office within said thirty (30) days.

(2) Upon the filing of a challenge within the thirty (30) day period described in (1) above, the issue shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. Any additional challenges filed within the thirty (30) day period shall be consolidated with the pending arbitration proceeding.

(3) The Arbitrator shall determine what cost items claimed by the Union are properly includable.



(4) All fees and expenses of the Arbitrator and the Association shall be borne equally among each and every party involved.

(5) The Arbitrator's decision shall be final and binding upon all parties involved.

D. Any employee who is covered by this Agreement and who, in any month, is not a member of the Union, shall be obligated to pay the representation fee for that month and all months during which he was represented and paid neither dues nor representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said thirty (30) days; provided, that the Union shall release the Employer from fulfilling the obligation to discharge if, during the thirty (30) day period following notice to the Employer from the Union, the employee pays the representation fee retroactive to the due date and confirms his intention to pay the required representation fee in accordance with this Agreement.

E. The Employer shall provide the Union with a list of all employees covered by this Agreement and shall up-date that list by the end of each month, designating thereon which employees have executed the dues authorization card and which have executed the representation fee card.



Section 4. Dues Check-Off. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and to the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.

D. Representation Fee Check-off. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization



in accordance with the standard form used by the Employer herein provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

E. The amount of such representation fee will be determined as set forth earlier in this Article.

F. The Employer agrees to provide this service without charge to the Union.



## ARTICLE II

### MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, which the Employer had prior to November 25, 1969, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. The Union recognizes that the Employer's rights, powers, and authority include but are not limited to, the right to manage its business, direct, select, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equipment, outside purchases of products, the schedules, means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work, except as any of the foregoing rights are limited by the express terms of this Agreement.

The Union reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

Section 2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees.

Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 3. The Employer will take reasonable measures in order to:

1. Provide heat, light and ventilation to employees at their place of work: and

2. Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work.

Section 4. Subcontracting. The right of contracting or subcontracting is vested in the Employer. The Employer agrees that it will not engage in any such activity for the purpose of discriminating against any member of the Union. The Employer further agrees that if its subcontracting practices would have an adverse effect on employment, that this will be a matter for discussion with the Union, and subject to the grievance procedure.



### ARTICLE III

#### UNION REPRESENTATIVES

Section 1. The employees covered by this Agreement will be represented by a Chief Steward who shall be chosen as selected in a manner determined by the employees and the Union.

Section 2. The Union shall have the right to have up to five (5) stewards, including the Chief Steward. Each steward must be from a different department, or from different shifts within the same department.

Section 3. The Employer agrees that a Business Representative of the Union is welcome to enter the Facility premises--upon notifying the Administrator or his representative--to examine conditions with respect to legitimate Union business, or to participate in grievance meetings. The Union Representative agrees that such visits are not to interfere with operations or discipline of the Medical Care Facility.

### ARTICLE IV

#### NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate against any person or persons on the basis of race, creed, color, religion, sex, age or national origin.

ARTICLE V  
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim of a violation of a specific provision or of provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations.

Section 2. Verbal Procedure. An employee and/or his steward shall discuss the grievance with the employee's immediate supervisor in an effort to resolve the problem.

Section 3. Written Procedure.

STEP ONE: If the grievance is not settled through the verbal procedure above, it shall be reduced to writing, shall state the date of the discussion with the supervisor in the verbal procedure, shall be signed by the employee and his steward, and presented to the employee's immediate supervisor within the time limits provided in Section 4 of this Article, failing which, it will be deemed to have been withdrawn permanently. The supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The supervisor shall render his written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward, who shall



endorse the supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

STEP TWO: If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Chief Steward or his representative, who shall submit it to the administrator no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed permanently settled on the basis of the disposition given it by the supervisor in Step One. The administrator shall endorse the Union's copy of the grievance to show the date of the receipt.

After investigation of the grievance and discussion of it with the Union Representative if the Union so requests, the administrator shall give his written disposition of the grievance to the Union who shall endorse the administrator's copy to indicate receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the administrator.

STEP THREE: If the grievance is not settled in Step Two, the Union, no later than the end of the fifth (5th) working day following completion of Step Two, may make written request to the administrator for a further meeting. If the Union does not so

request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the Employer in Step Two.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the administrator shall give written disposition of the grievance to the Union no later than the end of the fifth (5th) working day following the date of such meeting.

STEP FOUR: Arbitration. If the grievance disposition given in Step Three is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step Three, an International Representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step Three, notify the Employer in writing that it elects to take the matter to arbitration.



In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association. A list of five (5) arbitrators will be requested from the American Arbitration Association, with each party having the right to strike two (2) names, alternately. The arbitrator remaining on the list shall serve as the independent arbitrator.

The Employer, the Union, and the independent arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the American Arbitration Association:

1. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
3. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.
4. Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance.
5. The Association's administrative fee and other charges and the arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

6. The arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding upon all parties.
7. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievance for the same Arbitrator.

Section 4. Grievance Procedure--General. It is understood and agreed that any grievance settlement arrived at hereunder, between the Employer and the Union, is binding upon both parties and cannot be changed by any individual employee.

If the Employer's representative in Step One or in Step Two fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step Two or Step Three, respectively.

Grievance time limits for all steps of the grievance procedure may be extended by the mutual written agreement of the Facility and the Union.

It is agreed that any grievance must be submitted in Step One of the written procedure within seven (7) calendar days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation; provided, however, that earnings from a second



job will be considered only to the extent that they exceed the earnings during the time the discharged employee was employed at the Medical Care Facility.

Whenever "working day" is used in Articles V or VI, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays which shall be excluded.

## ARTICLE VI

### DISCIPLINARY ACTION

Section 1. The Employer may discipline an employee for just cause.

Section 2. If the disciplinary action involves discharge or a disciplinary layoff, the Employer representative effecting the disciplinary action shall, as soon as possible, but during that shift, notify the employee's steward or, in the steward's absence, another Union representative.

Section 3. If disciplinary action is taken, the employee disciplined shall be given a written statement of the nature of his offense, of the penalty given, and of the date and time the disciplinary action becomes effective. The steward also shall be given a copy of such statement. The statement shall be signed by the Employer representative who gives the disciplinary action.

Section 4. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Two of the Grievance Procedure no later than the end of the second working day following the date of the disciplinary action.

Section 5. If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 6. If, at the hearing, it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Union at the hearing, and the employee's payroll and personnel records shall adjusted accordingly.

Section 7. If, at the hearing, the Employer and the Union are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.

## ARTICLE VII

### SENIORITY

Section 1. Definition. Seniority is defined as length of continuous service with the Employer since the employee's most recent date of hire. Seniority shall be granted to date of hire upon the completion of the employee's probationary period. Seniority shall be applied only as specifically set forth in this Agreement.



Section 2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the Employer shall post a list of the employees covered hereby, in seniority order according to its records - most senior employee being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the Employer will furnish to the Union a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check each such later list and to notify the Employer of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the Employer shall be entitled to rely on such posted lists. If an employee shall so notify the Employer of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the Employer shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the Employer of such error.

Section 3. Probationary Employees. All employees shall be considered to be on probation, and shall have no seniority, until they have been employed continuously for sixty (60) working days following

the first day of work for the Employer. During this period the Employer may lay off or discharge such employees without regard to this Agreement.

The Employer shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period.

Section 4. Seniority Status. Upon an employee's completion of the probationary period, he shall acquire seniority and he shall be placed upon the seniority list with a date to coincide with his date of last hire.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by alphabetical order of surname.

Section 5. Seniority Employees Transferred Outside the Bargaining Unit. If an employee is transferred to a position with the Employer which is not included in the unit covered hereby and he is thereafter transferred again to a position within such unit by the Employer, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 6. Temporary Employees. Temporary employees and employees who are full time students will not be covered by, nor subject to, any provision of this entire Agreement. The Employer agrees not to abuse the right to hire such employees.



## ARTICLE VIII

### APPLICATION OF SENIORITY

Section 1. Basic Principle. Seniority by departments shall be applied in job transfers, promotions, layoffs, and recalls only when the employees under consideration each have equal skill and ability to perform the job available. The departments established for this purpose are those set forth in Schedule A hereof.

Section 2. Temporary Transfers. If, in the opinion of the Employer, there is a temporary surplus or deficiency of employees in any job covered hereby, the Employer shall have the right temporarily to assign an employee to another job for which it deems him qualified, at his present rate or the starting rate of the job to which he transfers, whichever is greater. A change in rate shall apply only if the transfer is for at least four (4) hours. Temporary transfers shall not exceed thirty (30) calendar days.

Section 3. Permanent Transfers and Promotions. A job opening, for a job covered hereby, shall be posted on a bulletin board for a period of two (2) full working days, Monday through Friday. However, if an employee has his two days off during the two posting days, he shall have one additional day to bid for the job. Information on job posting will include job classification, proposed starting and quitting times, and rate of pay.

During the period of the posting of a job, any employee may bid for it by signing the posting. After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the period of the posting, and also regardless of his seniority standing relative to those who did bid during the posting period.

The senior employee in the department where the job opening occurs who bids for the job and who is qualified under Section 1 above, shall be granted the available job.

If the senior employee in that department who bids for the job is not deemed qualified by the Employer, he shall be given the reasons for his rejection in writing and he shall have recourse to the grievance procedure.

If the senior employee in the department bidding on the job is denied his bid, the job will then be awarded to the next most senior employee in that department who has bid on the job and who is qualified under Section 1 above.

In the event that the job is not awarded to an employee in the department wherein the job arises, after the seniority list has therein been exhausted, the job will be awarded to the most senior employee from any other department who bids for the job and meets the qualifications specified under Section 1 above.

When an employee is accepted for bid on a higher rated or the same job, his rate shall be the higher of his present rate or the starting rate on the new job beginning on the Monday following the



day he is transferred to the new job. If he remains at his present rate, he shall be eligible for whatever increases apply to his new job, the same as if he had begun at the starting rate of the new job and already progressed to that rate. When an employee is accepted for bid on a lower rated job, his rate shall be the lower of his present rate or the top rate on the new job beginning on the Monday following the day he is transferred to the new job. If he remains at his present rate, he shall be eligible for whatever increases apply to his new job, the same as if he had begun at the starting rate of the new job and already progressed to that rate.

During his first ten (10) workdays on his new job, a successful bidder may elect to return to his former job, if he so desires, or the Employer may transfer him back to his former job. If the job is vacated during such period, the Employer may, at its option, select another bidder from the posting, or it may repost the job.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for six (6) months thereafter. However, if the job for which he desires to again bid is a higher-paying job than the job he successfully bid for, he shall be eligible to bid after working thirty (30) calendar days on the job.

If an open job is not filled through the methods above provided, the Employer may either hire in an employee for the job or select an employee and train him for the job.

Section 4. Layoff Procedure. Whenever it becomes necessary to lay off any employees for lack of work, the Employer will notify the employees two (2) working days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used.

1. The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification previously held and competently performed by the laid-off employee.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity standards of workmanship, or efficiency of an average employee engaged in that type of work, within his or her first three (3) working days on the new job.

Any employee may exercise seniority to move into a different classification only once during



any one layoff. If that employee is unable to perform the job within three (3) working days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

2. Employees laid off for lack of work shall continue on layoff status until recalled according to seniority.

Section 5. Recall. When the work force is increased after a layoff, the following procedure will be followed.

1. If an increase in the job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 6. Procedure to Accomplish Recall. When employees laid off for lack of work are to be recalled, the following method will be used by the Employer.

1. The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

2. If an employee cannot be contacted personally under "1" above, the Employer will send a

certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

3. Any employee notified in accordance with "1" or "2" above, who fails to report for work within the time limits set forth in Article IX, Section 1 (g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the Employer.



Section 7. Notwithstanding any other provision of this Agreement the seniority and fringe benefit schedule of regular part-time employees must be considered separately.

1. Seniority. Only part-time employees who average twenty (20) hours or more of work per week will acquire and accumulate part-time seniority in the manner provided for full-time employees. They may exercise that seniority on part-time positions within their respective departments. Part-time employees who are hired as full-time employees shall carry forward their date of hire as a full-time employee as their new seniority date.

2. Fringe Benefits. Part-time employees who average twenty (20) hours or more of work per week will receive a prorated vacation benefit based on the schedule for full-time employees. In addition, such part-time employees will receive prorated holiday pay premiums if they are required to work on one of the designated paid holidays. Holiday pay for such part timers will be computed on the basis of the hours worked by the employee in the pay period preceding the Holiday. Part-time employees are not eligible for any other fringe benefits.

## ARTICLE IX

### LOSS OF SENIORITY

Section 1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

- A. He is discharged for just cause and the discharge is not reversed; or
- B. He retires; or
- C. He quits; or
- D. He is laid off for a period of (1) year or the length of his seniority, whichever is less; or
- E. He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- F. He fails to report for work on the first working day after expiration of a leave of absence; or
- G. He fails to report for work within three (3) working days after he is notified to do so-- in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the Employer; or

Provided that, in the case of notice given in person or by telephone the Employer shall promptly thereafter give to the Local a memorandum, in writing, that it has given such notice; or

- H. He is absent from work, without permission, for three (3) consecutive scheduled workdays.



- I. He is on sick leave of absence for a period of one (1) year, or the length of his seniority, whichever is greater.

Section 2. Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons "B" through "I" above, shall be deemed to have quit, subject only to the following exception:

If an employee falls within situation "F", "G", or "H" and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the Employer of such reason by certified mail, or by telegram, before the expiration of the three-day period in the case of "F" or "G", or before the end of his scheduled shift on the third (3rd) working day in the case of "H".

It is recognized that the Employer may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the Employer and the Employer determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the Employer to the grievance procedure herein provided.

## ARTICLE X

### WAGE RATES

Job classifications and rates of pay for work presently performed by covered employees is set forth in Appendix A which is attached hereto and made a part hereof.

Part-time employees shall receive pay increases when they have worked the same number of hours required of full-time employees.

## ARTICLE XI

### NEW JOBS

The Employer shall have the right to establish, evaluate, change and discontinue jobs, provided that there is a need for so doing, and providing that such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no measurable change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly included in existing job classifications, the Employer has the right to establish and develop such new or revised job descriptions, specifications, classifications and rates of pay as may be necessary and to place them in effect.

Whenever a new job is made operational, the Employer shall establish the job description. The Employer shall notify the Union of such new or revised job. In the event that the new or revised job



falls within the classifications included in the unit properly represented by the Union, the Employer shall, within thirty (30) calendar days of its establishment, meet with the Union, to negotiate the rate and classification.

## ARTICLE XII

### HOURS OF WORK

Section 1. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

1. The normal workday for all employees except continuous operation employees shall be eight (8) hours of work.

2. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first and second four hours worked per day.

Each employee covered by this Agreement shall also receive a thirty (30) minute lunch period each

for each eight (8) hours worked on an unpaid basis, except for continuous shift employees. Continuous shift employees normally will be scheduled for eight (8) hour shifts including a paid lunch break which shall be scheduled by the shift supervisor.

3. The supervisors shall schedule the employees in their respective departments, to the extent possible, so that each employee receives at least one weekend off in every three (3) calendar weeks, and shall post a schedule on the bulletin board every two (2) weeks.

Section 2. (1) For all employees, time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period and for all time in excess of eighty (80) hours in any bi-weekly work period, for which overtime has already not been earned. The requirement to pay time and one-half (1-1/2) after eight (8) hours shall not apply to employees who are changing shift starting times.

Time and one-half the employee's regular rate of pay shall also be paid for all hours worked on a full-time employee's seventh (7 th) consecutive workday.

(2) Paid holidays, paid sick days, and paid vacation days, falling on an employee's scheduled workday and not worked, shall be counted as time worked for overtime purposes in that week.



(3) Employees who work on the second or third shifts shall be paid a premium rate of fifteen cents (15¢) per hour worked. This provision shall not apply to first shift employees or extra work hours required of them, nor shall it apply to employees who voluntarily trade shifts for their own convenience. A shift premium shall be paid to any employee whose shift starts on or after 3:00P.M.

Section 3. The Employer reserves the right to establish shift starting and quitting times. The Union will be notified at least two (2) work days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the Employer.

Section 4. (1) Nothing in this contract shall guarantee any number of hours of work, nor shall there be any limitation of the Employer's right to schedule or require reasonable amounts of overtime work as set forth in (2) and (3) below.

(2) Overtime hours of work in any classification shall be divided as equally as practical among qualified employees in such classification, provided they have the skill and ability to do the overtime job which is available. Employees normally on the specific job will perform the overtime work of that job. Questions regarding distribution of overtime will be discussed by the supervisor and the steward involved as they arise, and the remedy shall be limited to balancing of the overtime hours.

(3) All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees, with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected.

Any employee who refuses to work overtime will have that amount of overtime charged to his record for equalization of the distribution of overtime.

Section 5. Employees called back for overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half. This section does not apply to employees who continue work after the end of their normal eight (8) hour day, or to employees who start work before the beginning of their normal shift. It is specifically recognized, however, that any employee who is called in to work prior to his scheduled starting time shall receive time and one-half the regular straight-time rate for all hours worked in advance of his regular shift. Such employees shall also be permitted to work all of their usual hours for that day if they so desire at their regular straight-time hourly rate.

Section 6. Overtime premiums shall not be pyramided for any hour of work.



## ARTICLE XIII

### HOLIDAY PAY

Section 1. Subject to the conditions hereinafter set forth, the Employer agrees to pay all regular full-time employees eight (8) hours of pay at their hourly rate then in effect for the following eight (8) holidays.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
First Personal Leave Day  
Second Personal Leave Day  
Employee's birthday - effective April 15, 1975

Personal leave days may be coupled with vacation time but may not be coupled with other holidays or with weekends off duty.

Section 2. Personal Leave Days. During an employees first year of employment he shall receive a pro-rata share of the two personal leave days based upon the percentage of time left in the calendar year between his date of hire and December 31; providing however, no employee is eligible for a personal leave day until completing his probationary period. All employees employed on January 1 become eligible for two personal leave days during each calendar year, one of which must be taken during the first six (6) months of the year and the second one during the second six (6) months of the year. Unused personal leave days in the year in which employment terminates shall automatically lapse.

Section 3. Eligibility. In order to qualify for such holiday pay, each employee must have completed his probationary period, and

- (a) Work the full number of scheduled work hours or
- (b) Receive approval in writing from his supervisor to take the day off

on the Employer's last scheduled workday prior to each such holiday (which shall be Friday if the holiday is celebrated on Saturday, Sunday or Monday) and the full number of scheduled work hours on the Employer's first scheduled workday after each such holiday. In the event of tardiness or absences, in subsection (a) above, of no more than one (1) hour on either the scheduled workday preceding the holiday or following the holiday, the Employer may permit the employee to collect his holiday pay provided the employee can establish a reason satisfactory to the Employer for such tardiness or absences.

Section 4. When a holiday falls on a Sunday, Monday shall be considered the holiday for the purposes of this provision. Holidays falling on Saturday shall be celebrated on Saturday. Employees shall receive eight (8) hours of pay if a holiday falls during one of their scheduled days off, but such eight (8) hours shall not be used for the purpose of computing overtime. (See Article XII, Section 2, when a paid holiday falls on an employee's scheduled work day.)

Section 5. If an employee works on any holiday, he shall receive time and one-half his regular hourly rate for the number of hours worked, plus holiday pay only. If an employee is scheduled to work on the holiday but fails to report for work, he shall forfeit his holiday pay unless he can substantiate by a doctor's certificate if requested by the Employer that he was ill.



Section 6. Employees on layoff or on leave of absence are not eligible to receive holiday pay as provided for in this Article.

Section 7. If such a holiday falls within an employee's scheduled vacation period, and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee shall receive the holiday pay for that holiday in addition to his vacation pay, or the employee may take an additional day off at the end of his vacation period, or at another mutually convenient time.

#### ARTICLE XIV

##### VACATIONS

Section 1. An employee is eligible for vacation with pay in accordance with the following schedule and terms:

<u>Seniority</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
1 year or more	10 days	80 hours
5 years or more	12 days	96 hours
10 years or more	14 days	112 hours
15 years or more	16 days	128 hours

Effective April 15, 1974, the following schedule shall be used.

<u>Seniority</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
1 year or more	10 days	80 hours
5 years or more	12 days	96 hours
8 years or more	15 days	120 hours

Section 2. Vacation pay, in hours, shall be computed on the basis of the employee's current rate at the time the vacation is taken. An employee will be given his vacation pay with his regular bi-weekly pay check which he receives immediately preceding his vacation.

In certain circumstances it may be more convenient for an employee to take vacation time off before the end of his anniversary year (i.e. in the summer for employees with anniversary dates in the fall). This may be done by the mutual agreement of the Employer and the Union, for employees with at least one full year of seniority, but the employee shall not receive vacation pay until he reaches his anniversary date.

Section 3. To be eligible for full vacation pay an employee must have been a full-time (80 hours bi-weekly) employee and have received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation period and pay shall be prorated accordingly.

Section 4. An employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause waives his right to any vacation time accumulated during the anniversary year in which the termination or discharge occurs. All other employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation time and pay accumulated to the termination date in that vacation year.

Section 5. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular operations at particular times. Seniority will be honored, to the extent possible, in ranking employee requests for particular vacation periods. At least fifteen (15) working days notice must be given to the department head prior to starting vacation.



Section 6. All vacation credits earned as of an employee's anniversary date must be taken during the following twelve (12) months. There shall be no accumulation of vacation time or pay.

Section 7. Vacations in different vacation years may not be scheduled back to back.

## ARTICLE XV

### SICK TIME

Section 1. Every full-time, regular employee with one (1) or more years of service shall be allowed sick leave with pay at the rate of five (5) days in each calendar year of his employment. Once a newly hired employee reaches his first anniversary date of employment, he shall receive pro-rata sick time based upon the amount of the year remaining between the employees anniversary date and the next December 31. This pro-rata amount shall be placed in the employee's sick leave bank on his first anniversary. Thereafter an employee will be credited with five (5) sick days on each January 1.

The following example is offered in an attempt to explain this computation.

Assume an employee is hired April 1, 1973. There is no sick leave between April 1, 1973 and March 31, 1974. On April 1, 1974 the employee receives pro-rata sick pay as follows: since there are nine months remaining in the year, the employee received 9/12 of five (5) days or three and three-fourths (3-3/4) days of sick leave, all of

which are placed in his sick leave bank on April 1, 1974. On January 1, 1975, the employee receives another five (5) days sick leave, and so forth each succeeding January 1.

Section 2. Each full-time, regular employee with one (1) or more years of service shall be entitled to accumulate and carry forward paid sick leave credits in full not used during the preceding calendar year or to convert said credits into a year-end bonus. The latter privilege is granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

Section 3. Requests for bonus payments shall be given, in writing and signed by the employee, to the Employer no later than December 15 of each calendar year. There shall be only one such bonus payment date each year.

Section 4. At the date an employee terminates his employment with the Employer or is terminated by the Employer, a supplemental check shall be issued for all sick leave credits unused and carried forward from the years following the effective date of this Agreement. Unused credits attributable to the year in which employment terminates shall automatically lapse.

Section 5. Unused sick leave credits accumulated by employees prior to the effective date of this Agreement, with a maximum



accumulation of thirty (30) days allowed, shall be credited to the accounts of those employees. They may be used in succeeding years only after an employee has used all the sick leave which he has earned in that year. Upon reaching retirement age and retiring, an employee will be paid for his remaining sick leave credits at the rate of fifty percent (50%).

This Section 5 only applies to unused sick leave credits accrued prior to the effective date of this Agreement.

Section 6. Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are used or converted into a year-end or employment termination bonus.

Section 7. See Article XVII, Insurance, for Weekly Sickness and Accident Plan.

## ARTICLE XVI

### UNPAID LEAVES OF ABSENCE

Section 1. Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

Section 2. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave be granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 3. Sick Leave. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Such leave, and any extension(s) thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence.

An employee applying for or returning from sick leave of absence may be required by the Employer to furnish a physician's statement as to his condition.

Section 4. Maternity Leave of Absence. A maternity leave of absence will be granted by the Employer to any female employee who becomes pregnant, pursuant to the following procedures:



A. When an employee has knowledge of being pregnant, she shall immediately notify the supervisor and, in any event, must do so within the first three (3) months of pregnancy. Such notice shall consist of a certificate from her physician setting forth the estimate of the date of expected delivery, his opinion as to her ability to continue working, his recommendation as to how long she should continue working, and as to the advisability of her so continuing. No employee shall be permitted to continue working beyond the date recommended by her physician.

B. The employee shall be granted maternity leave of absence on the basis of the foregoing certificate from her physician, extending from the date recommended by her physician, until eight (8) weeks following delivery.

C. Before returning from a maternity leave of absence, the employee shall present a certificate from the physician as to her fitness to return to her usual job assignment, or to the job to which her seniority would entitle her.

D. A pregnant employee shall accumulate seniority during the period of her maternity leave of absence, provided that she returns to work within eight (8) weeks after having given birth.

Section 5. Union Business Leave. An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence,

shall be granted a leave of absence for his term of office. Seniority shall be accumulated during the first thirty-six (36) months of such a leave of absence, and retained thereafter.

A request for Union business leave of absence shall be in writing and submitted by the President of the Local to the Employer and shall state the purpose for which Union business leave is requested.

Section 6. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

## ARTICLE XVII

### INSURANCE

Section 1. The Employer agrees that it will continue to make available for the duration of this Agreement the present group insurance plan as set forth in the master policy and riders, including major medical insurance. The anti-duplication clause applying to the entire group insurance program shall remain in effect. The Employer reserves the right to change insurance carriers, provided that the same benefits can be provided to the employees.

Section 2. The Employer shall pay the full cost per month in premium for each eligible employee under the Blue Cross-Blue Shield Plan (MVF-1--semi-private--365 days, including master medical). Employees who wish to cover their dependents shall pay 2/3 of the cost of dependent coverage if they wish to carry this insurance on their dependents. The remaining 1/3 cost shall be borne by the Employer. Effective



April 15, 1974, dependent insurance shall be shared on a 50-50- basis between the Employer and each employee who insures his dependents.

Section 3. The weekly accident and sickness benefit will be fifty percent (50%) of salary for twenty-six (26) weeks maximum-- eighth (8th) day accident, eighth (8th) day sickness. The Life Insurance and accidental death and dismemberment policy shall be \$2,000 for each employee eligible for insurance. The Employer shall pay the full cost of this insurance.

Section 4. Specimen Insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 5. Pension. The Employer agrees to continue to apply the Municipal Employees Retirement System (MERS) to employees in the bargaining unit represented by the Union for the duration of this Agreement as set forth in the Plan, the terms and conditions of which are binding on the parties as though fully set forth herein, with the same benefits as presently in effect.

No matter respecting the Pension Plan shall be subject to the grievance procedure of this Agreement.

## ARTICLE XVIII

### UNION BULLETIN BOARDS

The Employer will provide space at the time clock bulletin board which may be used by the Union for posting notices of the following types:

- (a) Notices of elections
- (b) Notices of results of elections
- (c) Notices of meetings.

## ARTICLE XIX

### UNIFORMS

Section 1. The Employer shall provide one (1) work uniform per year for all employees covered by this Agreement, to be laundered by said employees at their own expense.

Each employee is required to report for duty in the uniform required by the Employer. Changing of clothing will be done on the employees' own time.

## ARTICLE XX

### WORKMEN'S COMPENSATION

The Employer is covered under the Michigan Workmen's Compensation Act and hereby agrees to comply with the applicable provisions thereof.

An injury occurring on the job must be reported to the employee's immediate supervisor and a written report filed. Any accident or injury, however minor in nature, must be reported on the accident report form. Failure to report an accident or injury relieves the Employer of any responsibility.



## ARTICLE XXI

### WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

## ARTICLE XXII

### STRIKES, WORK INTERRUPTIONS

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of Employer.

Section 2. The Employer may at its option, discipline, including discharge, any or all employees violating any provision of Section 1 of this Article.

Section 3. During the term of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

Section 4. In the event that some employees violate the provision of Section 1 of this Article and such violation is not instigated, called, sanctioned, condoned, or participated in by the Union, its International Representatives or its Business Representatives, the Employer will not institute proceedings against the Union as an entity, or its officers, to collect damages for that violation; provided that the Union and its officers, shall in good faith take the following action when notified by the Employer of the occurrence of a violation:

A. As soon as possible, but in no event no later than within four (4) hours, issue a statement to the local newspapers and furnish the Employer with a signed statement, both of which shall be to the effect that the work interruption is unauthorized by the Union, in violation of this Agreement, and that any picket lines which may be established are to be ignored; and

B. Within the same time instruct all of its members guilty of such violation to return to work at once, and all of its other members to continue at work; and confirm all such instructions by letter or bulletin within twenty-four (24) hours; and



C. Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are violating the provision of this Article.

### ARTICLE XXIII

#### BEREAVEMENT PAY

When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, child or step-child, brother or sister, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death and through the day of the funeral, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday.

An employee who is absent from work due to the death of a grandchild, son-in-law, or daughter-in-law shall receive one (1) day of paid funeral leave for the date of the funeral.

An employee excused from work under this Article shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

## ARTICLE XXIV

### JURY DUTY

An employee with one or more years' seniority who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Employer on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight-time hours for the Employer on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

The Employer's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year.

In order to receive payment, an employee must give Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

Vacation credits at the rate of forty (40) hours per week will be given employees on jury duty. In addition, insurance and hospital-surgical-medical premiums will be continued by the Employer. Moreover, if a holiday occurs while a worker is on jury duty, he will be given holiday pay.



An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

## ARTICLE XXV

### MISCELLANEOUS

Section 1. Time Clocks. Each employee is responsible for punching his or her card and may not punch the card of any other employee. Failure to punch the time card or punching the card of another may be the subject of disciplinary action as set out in the "Rules" provisions of this Agreement. An employee must have his immediate supervisor fill in the date, time and intitial the card in the event it is not punched.

Section 2. Pay Periods. Pay checks are to be issued on a bi-weekly basis at the business office and will not be issued in advance of the stated pay day.

Section 3. Health Service. The Employer shall provide first-aid service in either of the two examination rooms in the patient wing. The Employer will also provide inoculations, at no charge to the employees, of the type it determines are necessary to their continued health and well-being.

Section 4. Successors. This Agreement shall be binding upon the parties hereto, their successors, their administrators, executors, and assigns.

Section 5. Conflict. Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement. The parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XXVI

### JURISDICTION

#### WORK BY SUPERVISORS

Section 1. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement.

However, supervisors shall not be called back, or scheduled for overtime duty, to do bargaining unit work unless employees are unavailable or incapable of doing the work. This shall not prevent supervisors from doing bargaining unit work during overtime hours if all available bargaining unit employees in the classification are working.



## ARTICLE XXVII

### DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., April 14, 1976.

Section 2. If either party desires to terminate this Agreement it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days' written notice prior to the current year of termination.

Section 3. If either party desires to modify, alter, re-negotiate, amend or change this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, re-negotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or



withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227, and if to the Employer, addressed to Eaton County Medical Care Facility, 530 West Beech Street, Charlotte, Michigan, 48813, or to any other such address the Union or the Employer may make available to each other.

Section 5. The effective date of this Agreement is

April 15, 1973.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

EATON COUNTY MEDICAL CARE  
FACILITY

Daniel L. Veith  
Chairman Board of Social Services

Betty L. Dauford  
V/Chairman Board of Social Services

James L. Smith  
Member Board of Social Services

Charles W. Cartwright  
Administrator Medical Care Facility

INTERNATIONAL UNION OF OPERAT-  
ING ENGINEERS, LOCAL 547,  
AFL-CIO

Robert B. Ross  
Business Manager

Richard P. Pammel  
President

JO Jordan  
Secretary



SCHEDULE AEATON COUNTY MEDICAL CARE FACILITY HOURLY RATE SCHEDULEEffective April 16, 1973

<u>Position</u>	<u>Starting</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>18 Mo.</u>	<u>2 Yrs.</u>	<u>30 Mos.</u>
Nurse Aide	2.20	2.25	2.43	2.48	2.58	2.69
Acct. Billing Clerk	2.90	3.00	3.22	3.27	3.32	3.38
Clerk, Receptionist	2.70	2.80	3.01	3.06	3.11	3.17
Clerk	2.55	2.65	2.85	2.90	2.95	3.01
Cook 1	2.45	2.50	2.74	2.85	2.95	3.06
Cook 2	2.25	2.30	2.48	2.53	2.69	2.80
Kitchen Helper	2.20	2.25	2.43	2.48	2.53	2.58
Housekeeping & Main- tenance Helper	3.00	3.10	3.38	3.48	3.80	3.90
Housekeeping--Maid	2.20	2.25	2.43	2.48	2.53	2.58
Laundry & Maintenance Helper	3.00	3.10	3.38	3.48	3.80	3.90
Laundry--Maid	2.20	2.25	2.43	2.48	2.53	2.58
Maintenance	3.25	3.35	3.64	3.69	4.06	4.17
Maintenance Leader						4.25
Orderlies	2.35	2.45	2.64	2.74	2.85	2.90
Physical Therapy	2.80	2.85	3.06	3.17	3.27	3.38
Physical Therapy Aide	2.20	2.25	2.43	2.48	2.53	2.69
Diversional Therapy	2.80	2.85	3.06	3.17	3.27	3.38
Diversional Therapy Aide	2.20	2.25	2.43	2.48	2.53	2.69

SCHEDULE A

EATON COUNTY MEDICAL CARE FACILITY HOURLY RATE SCHEDULE

Effective April 15, 1974

<u>Position</u>	<u>Starting</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>18 Mo.</u>	<u>2 Yrs.</u>	<u>30 Mos.</u>
Nurse Aide	2.30	2.35	2.57	2.62	2.72	2.83
Acct. Billing Clerk	3.00	3.10	3.36	3.41	3.46	3.51
Clerk, Receptionist	2.80	2.90	3.15	3.20	3.25	3.31
Clerk	2.65	2.75	2.99	3.04	3.09	3.15
Cook 1	2.55	2.60	2.88	2.99	3.09	3.20
Cook 2	2.35	2.40	2.62	2.67	2.83	2.94
Kitchen Helper	2.30	2.35	2.57	2.62	2.67	2.72
Housekeeping & Main- tenance Helper	3.10	3.20	3.52	3.62	3.94	4.04
Housekeeping--Maid	2.30	2.35	2.57	2.62	2.67	2.72
Laundry & Maintenance Helper	3.10	3.20	3.52	3.62	3.94	4.04
Laundry--Maid	2.30	2.35	2.57	2.62	2.67	2.72
Maintenance Maintenance Leader	3.35	3.45	3.78	3.83	4.25	4.31 4.39
Orderlies	2.45	2.55	2.78	2.88	2.99	3.04
Physical Therapy	2.90	2.95	3.20	3.31	3.41	3.52
Physical Therapy Aide	2.30	2.35	2.57	2.62	2.67	2.83
Diversional Therapy	2.90	2.95	3.20	3.31	3.41	3.52
Diversional Therapy Aide	2.30	2.35	2.57	2.62	2.67	2.83



SCHEDULE AEATON COUNTY MEDICAL CARE FACILITY HOURLY RATE SCHEDULEEffective April 14, 1975

<u>Position</u>	<u>Starting</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>18 Mo.</u>	<u>2 Yrs.</u>	<u>30 Mos.</u>
Nurse Aide	2.30	2.35	2.57	2.62	2.82	2.93
Acct. Billing Clerk	3.00	3.10	3.36	3.41	3.56	3.61
Clerk, Receptionist	2.80	2.90	3.15	3.20	3.35	3.41
Clerk	2.65	2.75	2.99	3.04	3.19	3.25
Cook 1	2.55	2.60	2.88	2.99	3.19	3.30
Cook 2	2.35	2.40	2.62	2.67	2.93	3.04
Kitchen Helper	2.30	2.35	2.57	2.62	2.77	2.82
Housekeeping & Main- tenance Helper	3.10	3.20	3.52	3.62	4.04	4.14
Housekeeping--Maid	2.30	2.35	2.57	2.62	2.77	2.82
Laundry & Maintenance Helper	3.10	3.20	3.52	3.62	4.04	4.14
Laundry--Maid	2.30	2.35	2.57	2.62	2.77	2.82
Maintenance	3.35	3.45	3.78	3.83	4.35	4.41
Maintenance Leader						4.49
Orderlies	2.45	2.55	2.78	2.88	3.09	3.14
Physical Therapy	2.90	2.95	3.20	3.31	3.51	3.62
Physical Therapy Aide	2.30	2.35	2.57	2.62	2.77	2.93
Diversional Therapy	2.90	2.95	3.20	3.31	3.51	3.62
Diversional Therapy Aide	2.30	2.35	2.57	2.62	2.77	2.93

LETTER OF UNDERSTANDING  
(Agreed to in 1973 Negotiations)

INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local 547 - 547A - 547B - 547C  
Affiliated with  
American Federation of Labor and Congress of Industrial Organizations  
13020 Puritan . Detroit, Michigan 48227

January 31, 1973

CERTIFIED LETTER - R. R. R.

Mr. Charles Cartwright  
Administrator  
Eaton County Medical Care Facility  
530 West Beech Street  
Charlotte, Michigan 48813

Dear Mr. Cartwright:

I respectfully submit the following clarification in regard to Article VIII, Application of Seniority, as to the accumulation of seniority for the Full-Time Employee as compared to the Part-Time Employee.

Full-Time Employee:

A Full-Time Employee shall accumulate seniority, based on the total time he is employed by the Facility. He shall receive all fringe benefits as provided for under our Contractual Agreement.

A Full-Time employee who is an original Full-Time Employee hiree and during the course of his Employment reverts his working status to that of a Part-Time Employee shall have his full seniority rights as of his date of hire as a Full-Time Employee.

During the time that he is employed as a Full-Time Employee, he shall receive all Full Fringe Benefits. When he works less than full-time, but twenty (20) or more hours per week, he shall receive, on a pro-rated basis, those fringe benefits specified in the collective bargaining agreement.

Part-Time Employee:

In the event that an employee is hired as a Part-Time Employee he shall accumulate Part-Time Seniority. If he then works Full-Time,



January 31, 1973

he shall at that time begin to accumulate seniority as a Full-Time Employee. His Full-Time Seniority date shall not be retroactive to his date of hire as a Part-Time Employee.

Full-Time Employees may exercise their seniority and bid on any open position based on their seniority from date of hire. Part-Time Employees would not have bidding preference over a Full-Time Employee, when bidding on a Full-Time position.

Part-Time Employees can exercise their Full Seniority when bidding on a vacant Part-Time position.

With the above listed clarifications in regard to the accumulation of seniority in these situations, it is our mutual understanding that we will administer the Seniority Article as hereinbefore specified, unless I receive written notice from you, indicating otherwise, by no later than ten (10) working days from date of receipt of this communication.

This application will continue until the termination date of our Contractual Agreement.

Sincerely yours,

/s/ Robert H. Inman

Robert H. Inman  
Business Representative

RHI/ew

opeiu #10 afl-cio

cc: Mrs. Louise Mann

EATON COUNTY MEDICAL CARE FACILITY

Letter of Understanding

Dear Mr. Inman:

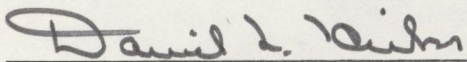
During the 1973 negotiations it was agreed that the parties would meet after the conclusion of negotiations to draft a mutually acceptable grievance form. The Employer also agrees to prepare these forms at no cost to the Union.

A list of Supervisors who are responsible for receiving grievances will also be given to the Union. The person who shall receive a grievance in the Superintendent's absence will also be agreed upon.

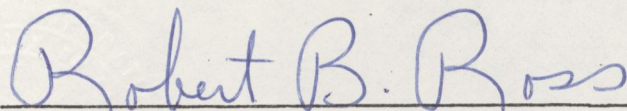
Very truly yours,

Charles H. Cartwright  
Administrator

Approved on this 15<sup>th</sup> day of April, 1973



For the Facility



For the Union

CHC/mc



EATON COUNTY MEDICAL CARE FACILITY

Mr. Robert Inman  
International Union of Oper. Eng.  
Local 547  
3993 Englewood Avenue  
Jackson, Michigan 49201

Dear Mr. Inman:

In addition to those items shown in the contract, the following items were also agreed to in the 1973 negotiations.

1. Maintenance men will receive two uniforms per calendar year instead of the one uniform called for in Article XIX, Uniforms.

2. The Starting Rates and Six Month Rates are unchanged in the new 1973 Agreement. As a result, all employees in these two categories will move to the next higher rate in the 1972 contract immediately. They will stay at that rate until their correct anniversary date calls for another increase.

Example: Assume a Nurse's Adie was hired October 1, 1972. On April 1, 1973 that employee was paid \$2.25 an hour. Effective April 16, 1973 the employee will move to \$2.30 (the old 1972 one year rate). Effective on the employee's anniversary date, October 1, 1973, the employee will receive \$2.57 an hour (the new 1973 one year rate).

3. The parties agree to meet at mutually convenient times to discuss a possible solution to the weekend scheduling problem.

4. Diversional Therapy employees will be considered full time employees and kept on the full time seniority list if they work at least thirty hours per week. This is being done in recognition of the need at the present time to use them only thirty hours per week.

Mr. Robert Inman  
Page Two

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Presently there are two Diversional Therapists and one Diversional Therapists Aide. When one of the present Diversional Therapists terminates her employment, she will be replaced, if at all, by a Diversional Therapists Aide.

Very truly yours,

Charles H. Cartwright  
Administrator

Dated: \_\_\_\_\_

Approved: \_\_\_\_\_

David L. Vicks  
For the Facility

Robert B. Ross  
For the Union