

6/30/74

*Gogebic County Department  
of Social Services*

Ralph Olson, Chairman

Fred Tezak - Joseph D. Ringsmuth, Members

Walter E. Bennetts, Director

T. R. Wirtanen, Administrator

• •

Work Agreement

Between

The Gogebic Medical Care Facility  
and

The Gogebic Medical Care Facility  
Employee's Local Chapter No. 992

AFSCME - AFL-CIO  
**LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**

July 1, 1971  
**Michigan State University**

*Gogebic (County)*

*T.R. Wirtanen, Adm.  
Gogebic Medical Care Facility  
Waltford, MI 49868*

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## **INTRODUCTION**

This agreement between the Board of Social Services, hereinafter referred to as the Board and the Gogebic Medical Care Facility Employee's Chapter of Local 992, Affiliated with Council No. 55, AFSCME-RFL-CIO, hereinafter referred to as the Union, entered into July 1, day of 1971, shall remain in full force and effect until June 30, 1974.

## **PURPOSE AND INTENT**

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, and the Employees and the Union. The parties recognize that the interest of the Community and 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 Union encourages to the fullest degree friendly and cooperative relations between the respective representative at all levels and among all employees.

## **ARTICLE 1. RECOGNITION**

**SECTION 1.** Subject to Federal Laws and the Laws of the State of Michigan, the Board recognizes the Union as the sole bargaining agent for all employees, except Registered Nurses, Kitchen Supervisors, Maintenance Supervisor, Executive Housekeeper, Activities Director, Social Service Director and Payroll and Accounting Clerk, relative to wages, hours, and all other conditions of employment. Any new Supervisory position will be subject to negotiations.

**SECTION 2.** The Board has the right to hire, suspend, or discharge for proper cause, or transfer employees because of lack of work, and to assign positions within the confines of this agreement.

## **ARTICLE II - UNION MANAGEMENT RELATIONS**

All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Board and the Union.

## **ARTICLE III - CHECK OFF**

**SECTION 1.** The Board agrees to deduct from the paycheck of those employees who have signed an authorization payroll deduction card, a sum certified by the Treasurer of Local No. 992, which are the Union monthly dues. Deductions will be made from the payroll period at the beginning of each month and the total dues delivered to the Treasurer of the Union.

**SECTION 2.** All present employees or future employees covered by this Agreement shall remain members of said Medical Care Facilities Employees Union, Chapter of Local No. 992.

**SECTION 3.** All employees after their probation period, shall become Union members in order to retain employment at the Gogebic Medical Care Facility.

## **ARTICLE IV**

### **DEFINING, PROBATION, PERMANENT AND STAFF**

**SECTION 1.** A probationary employee shall be one

who has completed the training period, and demonstrative knowledge by a written examination shall enter into a thirty (30) shift probationary period. However, probationary period may be extended not to exceed fifty (50) shifts by mutual agreement of both parties hereto.

**SECTION 2.** After completing the thirty (30) shift probationary period and having been accepted by the Medical Care Facility as a permanent payroll status, subject to part-time call, until a staff position is available under the appropriate sections of this agreement.

## **ARTICLE V - SENIORITY**

**SECTION 1.** Seniority shall consist of accumulated continuous paid service with the Medical Care Facility. Seniority shall not be lost because of sick leave as defined, or because of temporary layoff, or an approved leave of absence.

**SECTION 2.** SENIORITY SHALL be in effect after the probationary period of an employee, and then shall be computed from the first date of hire. Permanent employees, shall, in order of seniority, be given an opportunity to obtain staff openings when openings are available. Failure of a permanent employee to accept a staff opportunity shall not result in his or her loss of seniority to apply for future staff openings.

**SECTION 3.** Wherever seniority is used relative to job equity or a condition of employment such as lay-off, promotions, transfer, assignment, increment, vacation, sick leave, holidays, retirement, and other seniority shall be counted from the first day of hire, unless specifically stated otherwise in the appropriate sections of the Agreement.

**SECTION 4.** There shall be no exercise of seniority rights of the bumping from shift to shift unless such shift change becomes available by virtue of a staff opening.

**SECTION 5.** Staff openings shall be posted for a period of not less than seven (7) days. The Board agreed to fill said opening with a Medical Care Facility employee who may be qualified, giving first consideration to employees of the Department which opening exist second to other Medical Care Facility employees before hiring an outsider.

**SECTION 6.** When transferring from one Department to another, Department seniority shall be carried from one Department to another for lay-off purposes and computing fringe benefits only, otherwise transferee will be placed at the bottom of seniority list in his or her new Department.

**SECTION 7.** Any employee transferring from one job to another or Department to another will have thirty (30) days in which to decide if they wish to remain in the new job. If they decide to return to their former position they will do so without prejudice or loss of benefits. In cases where probationary period is necessary, as defined by management, the rules will apply as outlined in Article IV.

**SECTION 8.** Any employee transferring from one Department to another will transfer no higher than the one (1) year rate until the employee has satisfactorily passed the thirty (30) day shift probationary requirements after which hospital seniority will apply.

**SECTION 9.** The following will apply to all employees who must restrict their earning, because

of limitations due to Society Security regulations. Their fringe benefits will be based on actual hours worked in any particular year. Every effort will be made to schedule them with their earning potential in mind, but the responsibility of reaching their total, is the responsibility of each individual employee, and if they must resign by notifying the supervisor that they should not be scheduled they will be considered as resigned.

**SECTION 10.** Seniority shall not be affected by the race, marital status, or dependents of the employee's.

**SECTION 11.** The seniority list on the date of this agreement shall: show the names, job titles, and seniority rank of all employees entitled to seniority in the unit.

**SECTION 12.** The Medical Care Facility will keep the seniority list up to date at all times and furnish the Local Chapter Secretary with two (2) up to date copies at least every four (4) months.

**SECTION 13.** There will be two (2) seniority lists, one listing all full time employees and the other listing all part-time employees.

**SECTION 14.** If an employee is transferred to a position within the Medical Care Facility that is not in the bargaining units they shall continue to accumulate seniority.

**SECTION 15.** Notwithstanding their position on the seniority list, the Chapter Chairman, Recording, and Chief Steward in the event of a lay-off of any tpye be continued at work as long as there is a job in the Medical Care Facility which they can perform.



**SECTION 16.** Should layoff be necessary, seniority in years, months and days of Medical Care Facility Service, in each Department shall be the determination factor. Those with least seniority will be layed off first. A Senior employee being laid off may use his or her bumping rights against a junior employee of another Department whose work he or she is qualified to perform.

**ARTICLE VI - HOURS OF WORK, CALL TIME  
SHIFT DIFFERENTIAL AND PREMIUM PAY**

**SECTION 1.** Insofar, as is practical, the forty hour week shall be based on five (5) consecutive eight (8) working hour days.

**SECTION 2.** The starting work week will begin on Monday morning at 7 A. M. for all Departments. There may be a variance in starting and quitting time of particualr jobs to make the shift comparable to the services required. However, in general, the normal shifts, lunch periods and breaks shall be:

(a) Day Shift 7 A. M. to 3 P. M. with one-half hour for lunch and one fifteen minute break in the morning and one fifteen minute break in the afternoon.

(b) Afternoon shift 3 P. M. to 11 P. M. with one-half hour for lunch and a one-half hour break in the evening.

(c) Night shift 11 P. M. to 7 A. M. a continuous on call shift with lunch periods and break correlated with service requirements.

**SECTION 3.** Anytime an employee reports for his regular shift and then sent home for lack of work, or if an employee is asked to report and is

sent home, he or she shall receive three (3) hours pay.

**SECTION 4.** Shift differential of twelve (12) cents per hour will be paid to those employees working between the hours of 3 P. M. to 11 P. M. and 11 P. M. to 7 A. M.

**SECTION 5.** Premium pay will be one (1) dollar per shift for a charge aide. When the L.P.N. acts as Charge Nurse, she will receive two (2) dollars per shift over her regular salary. When the L.P.N. acts as Supervisor she will receive three (3) dollars per shift over her regular salary. The Supervisor is stationed on the first floor.

**SECTION 6.** An employee called out to fill in on a shift after the shift has begun will receive a minimum of eight (8) hours pay for such shifts.

**SECTION 7.** (a) An employee required to work more than eight (8) hours in a twenty-four (24) period will receive additional compensation for each hour, or portion of hour over eight (8) hours at 1½ times his or her regular rate of pay.

(b) Any employee required to work over forty (40) hours in any work week, will be paid for each hour or portion of hour over forty hours at 1½ times his or her regular rate of pay. Sick days, vacation days, holidays, or personal leave days are not considered work days.

(c) Overtime is calculated only once for the week. Either on a twenty-four (24) hour basis or number of hours worked over forty (40) during the week. There shall be no duplication of overtime pay for any work week. Overtime shall be equalized as much as possible. Overtime in every month will

be posted in the Medical Care Facility and will be used as a guide for equalization.

**SECTION 8.** The employee's share of hospitalization shall be paid for all employees. The rules of the Michigan Blue Shield-Blue Cross or equivalent shall prevail as to minimum hours needed to be eligible to become a member and time needed for enrollment. The employer shall pay the seniority employee who chooses not to carry the Blue Cross-Blue Shield because of double coverage one-half ( $\frac{1}{2}$ ) the single subscriber rate.

## **ARTICLE VII - WAGE RATES**

**SECTION 1.** When an employee is assigned to work in a higher classification, he or she shall receive the rate of pay for the higher classification is so engaged for a period of more than four (4) days in any two (2) week period. If training and professional statute qualifies the assigned person to this position, and in case of all supervisory personnel and Department heads, the Immediate Supervisor will have the responsibility to that position.

**SECTION 2.** Section 1 shall only pertain to the following classifications: Relief Cook, 2nd Cook, Therapy Assistant and Receptionist. All other employees shall receive the pay of the higher classification.

**SECTION 3.** In order to establish an equitable experience credit rating management feels that it is not right to start experienced people at the lowest wage scale, nor is it right to pay them the highest scale paid to employees who have stayed and been dependable. We have in these cases, started the individual at the one (1) year rate if

they have had three (3) years experience; but with less than three (3) years experience they will start as a new employee who has satisfactorily passed the probation period.

**SECTION 4.** Any active permanent part-time employee who has worked 1,248 hours or more for the two preceding consecutive years, shall be paid at the two year rate for his or her particular classification.

**SECTION 5.** Any staff employee with five (5) years continuous service will receive \$10.00 a month in addition to their salary, and any staff employee with ten (10) years continuous service will receive an additional \$10.00 to their salary, twelve (12) years an additional \$5.00 to their salary. Any staff employee who has worked continuously for 5, 10, 12 years, and is receiving any of these longevity increments and who ceases to be a staff employee and continues on a part-time basis, shall continue to receive the earned longevity increments for the first year of part-time employment. To continue the earned longevity after the first year of part-time service the employee shall be required to have worked 1,248 or more hours in his or her preceding year.

**SECTION 6.** All wage increments will be honored on the anniversary date in which they are earned.

**SECTION 7.** A cost of living adjustment will be made effective Jan. 1, 1972 based on the U. S. Department of Labor Bureau of Statistics Consumers Price Index, Minneapolis-St. Paul, using the base figure of July 1, 1971 which was 120.3 calculated as follows: 1c for each .4 of a per cent rate in the index, the amount not to exceed 3c. Again on July 1, 1972 the cost of living shall be

applied using the same base and formula. Said amount not to exceed 5c per hour. Said adjustments are to be in addition to the across the board raise of 7c per hour Jan. 1, 1972 and the across the board increase of 5c per hour to be applied July 1, 1972. In addition to the above all L.P.N. are to receive a 3c classification adjustment as of July 1, 1971.

**SECTION 8.** Departments are defined as follows:

**HOUSEKEEPING:** Dietary, Laundry, Cleaning, Maintenance.

**NURSING:** Physical and Diversional Therapy Aides, Nurse Aides, Orderlies, Social Services.

**ADMINISTRATION:** Secretary, Receptionist, Stock Room Clerk, Payroll and Accounting Clerk, Accounting.

**SECTION 9.** In 1971, January 1, all full time employees shall receive a one thousand dollar (\$1,000) term life insurance.

**SECTION 10.** The pay schedule attached shall become part of the agreement.

## **ARTICLE VIII - RETIREMENT**

**SECTION 1.** The Board will continue its participation in the County Plan Retirement System as provided for by the County Board of Supervisors prescribed by statute.

**SECTION 2.** Each staff employee must attach a copy of their birth certificate to the membership form. This will expedite the processing of refund and retirement application.

**ARTICLE IX - ANNUAL EMPLOYEES  
INFORMATION STAFF VACATION SCHEDULE**

**SECTION 1.** Seniority and work load will determine when vacations can be taken.

**SECTION 2.** Part-time vacation, Part-time employees with one (7) year seniority shall receive one (1) vacation day for each 400 hours worked. A part-time employee with two (2) years and over in seniority shall receive one (1) vacation day for each 200 hours worked not to exceed ten (10) days.

**SECTION 3.** Accumulation of vacation shall not exceed thirty (30) days of earned vacation. If accumulation exceeds thirty (30) days in any year the excess will be forfeited.

**SECTION 4.** Vacations may be taken at any time during the following (12) months after it has been earned, subject of course, to the needs of the Department and the approval of the Department Supervisor.

**SECTION 5.** All employees must work a minimum of one thousand (1,000) hours of their work year to qualify for vacation benefits.

**SECTION 6.** Employees who have less then three (3) years service will not qualify for their vacations until each year has terminated. Vacation request must be given not less than two (2) weeks before the vacation is to begin. In case of an emergency, vacation of less than three (3) days, a written request must be given to the Supervisor in advance of such a request.

**SECTION 7.** Employees with three (3) or more

earned vacation days, may with two (2) weeks notice take vacation in segments of three (3) days or more. In certain emergency situations then Supervisors may grant emergency vacation for less than three (3) days.

**SECTION 8.** Should an employee wish pay before going on vacation, he must make arrangements for same with the payroll Department two (2) weeks in advance of leaving.

### **STAFF VACATION**

#### **SECTION 9.**

1 Years Service	5 days vacation
2 Years Service	10 days vacation
5 Years Service	15 days vacation
7 Years Service	16 days vacation
9 Years Service	17 days vacation
11 Years Service	18 days vacation
13 Years Service	19 days vacation
15 Years Service	20 day vacation

### **ARTICLE X - LEAVE OF ABSENCE**

**SECTION 1.** Leave of absence may be granted by the Board when an employee has exhausted his sick leave and optional vacation benefits and a Doctor's statement clearly indicates the need of assistance to a member of an employee's family. The employee must have worked a year before this benefit is extended to him. This leave will be limited to thirty (30) days over the sick leave.

**SECTION 2.** There will be three (3) personal leave days yearly granted to each employee. These days are to be non-compensable and are not accumulative. A written request must be given to the Sup-

ervisor in advance of personal leave days, and Department needs and seniority will determine if days can be granted. The Board has jurisdiction over all other leaves of absence and must be presented to them in writing.

**SECTION 3.** A pregnant employee who is forced to leave a position in the service for maternity reasons, shall be retained on the employment rolls for a period of one (1) year and shall be required to return to work in the first opening of permanent or staff position and seniority shall date from first date of hire.

**SECTION 4.** No employee shall be actively employed after the fifth (5th) month of pregnancy without a doctor's approval, but in no case shall an employee be employed past the sixth (6th) month of pregnancy.

**SECTION 5.** An employee shall not return to active employment within a period of six (6) weeks after delivery, and then only with the approval of a doctor.

**SECTION 6.** At the time of the death of a member of his immediate family, as defined in Article XIII, Section 5 (a), an employee whether regular part-time shall be granted leave of absence, as a bereavement leave and he or she shall be paid for three (3) of his scheduled work days in that 6 day period beginning with day of death, (not to be deducted from sick leave). Any employee selected to be a pall-bearer for a deceased employee will be allowed one (1) funeral day with pay, not to be deducted from sick leave. The Unit Chairman shall be allowed one (1) funeral leave day in event of a death of a member of the Union.



**SECTION 7.** After completing one (1) year of service any employee upon request shall be granted a leave of absence for educational purpose. The period of the leave shall not exceed one (1) year, to attend conferences, seminars, briefing sessions, training classes or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

**SECTION 8.** Any employee entering the Army, Navy, Air Force or Marine Corps on active duty shall upon his return from the Service, be entitled to reinstatement in his job with pay equal to or better than when he left. He shall suffer no loss of seniority for periods of compulsory duty.

**SECTION 9.** Members of the Union elected to attend a function of the Council and/or International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

**SECTION 10.** While on leave of absence no sick leave days, vacation days, or holiday pay shall be accrued.

**SECTION 11.** Leave of absence forms will be available at the Medical Care Facility.

## **ARTICLE XI - ABSENCE WITHOUT LEAVE**

**SECTION 1.** Anyone who is scheduled to work and does not report or call the Department Supervisor for three (3) consecutive days will be considered resigned. This shall also apply to absence following paid sick leave, or following an authorized leave of absence.

## ARTICLE XII - HOLIDAYS

**SECTION 1.** The following days shall be paid holidays.

New Years	Memorial Day	Good Friday
July Fourth	Labor Day	Thanksgiving
	Christmas	

**SECTION 2.** Employees who work on a holiday will receive time and one-half his or her regular rate for the actual hours worked in addition to eight (8) hours holiday pay.

**SECTION 3.** Staff employees who do not work on a holiday shall receive an additional days pay at his or her regular rate.

**SECTION 4.** Only the following shifts shall be entitled to time and one-half holiday pay:

(a) Any regular shift starting three and one-half (3½) hours or less before twelve (12) P. M. hospital time the day before the specified holiday.

(b) Any regular shift starting three and one-half (3½) hours or more before twelve P.M. hospital time on a specified holiday.

**SECTION 5.** A holiday during a vacation period shall not be counted as a vacation day.

**SECTION 6.** The regular schedule shall not be changed to prevent the payment of holiday Premium Pay.

**SECTION 7.** Employees must work the regular scheduled day before and the regular scheduled day after the Holiday in order to qualify for holiday pay.

**SECTION 8.** Employees will be paid for actual

hours worked, and Department needs will determine work schedule .

### **ARTICLE XIII - SICK LEAVE**

**SECTION 1.** Sick leave will be credited at the rate of one (1) day for each completed month of service and accumulation shall not be limited.

**SECTION 2.** Should a former employee be rehired within a period of five (5) years or less, he shall be credited with sick leave days to his or her credit at the time of separation.

**SECTION 3.** A permanent employee may use sick leave for regular scheduled days only.

**SECTION 4.** No sick leave may be taken or earned until an employee has completed twelve (12) months of service and worked one thousand (1000) hours or more in each respective year.

**SECTION 5.** An employee may use his sick leave for absence due to illness, injury, exposure to contagious disease, which might endanger the health of other employees, or for absence due to illness, injury or death of others as specified below:

(a) Immediate family which necessitates his or her absence from work. An immediate family shall mean: Spouse, children, grandchildren, parent or foster parent, parent-in-law, brother, sister, and any person for whose financial or physical care he or she is principally responsible.

**SECTION 6.** Days in addition to those specified in this section must be approved by the Supervisor in charge.

**SECTION 7.** Sick leave may be used for a doctor or dental appointment.

**SECTION 8.** If an employee is off due to illness for more than three (3) days, the illness must be substantiated by a physician's certificate before the employee may return to work.

**SECTION 9.** Sick leave may be used for illness due to pregnancy.

**SECTION 10.** If an employee is on vacation and becomes ill, they may use their sick leave by notifying their Department Supervisor of their illness. This sick leave request must be substantiated by a physician's certificate.

**SECTION 11.** An employee on the day shift who will be off due to illness shall notify the Medical Care Facility one (1) hour before the start of his or her shift. All other shifts shall give a three (3) hour notice. Repeated violations of this rule shall cause the employee involved to be given personal leave day for that shift. Accidents or death will be an exception.

**SECTION 12.** When illness necessitates an employee leaving work within five (5) hours from the time he comes on duty, a sick day must be taken and he will sacrifice those hours worked. If five (5) hours have been worked, a full eight (8) hours pay will be allowed without being charged sick leave.

**SECTION 13.** Employees, who have no sick days to their credit, will be paid for the hours worked if they leave within five (5) hours from the time they come on duty. If they have completed five (5) hours of work, they will be paid for eight (8)

hours. Abuse of this privilege will deny an employee of this benefit.

**SECTION 14.** Payment for accumulated sick leave on separation from County Service will be made as follows:

(a) On leaving the Council Service at normal retirement age, such employees will receive a cash payment to fifty (50%) per cent of the sick leave standing to his credit, and payment shall be computed on the current salary scale of the employee involved based on twenty-two (22) working days per month.

(b) In case of the death of an employee, the above formula of payment will be made to the employee's beneficiary or to his estate, where a beneficiary has not been named.

(c) When an employee is separated from the Medical Care Facility service for reasons other than improper conduct, acts or Commissions of the employee, the employee will receive a cash payment based on the formula of this Article.

(d) Any employee who leaves the County Service of his own volition shall not receive any payment in lieu of accumulated sick leave, but shall retain such sick leave in accordance with Section 2 of this Article.

(e) Any Medical Care Facility employee who is discharged for cause shall forfeit all claims to accumulated sick leave including those under Section 2., Section 15 A., B., C., and D. of this Article, unless such discharge is sub-

sequently revoked or modified through the appeals procedure of Article XVIII.

**SECTION 15.** An employee off on Workmen's Compensation may utilize sick leave at his or her option for that portion of salary not covered by Workmen's Compensation figured to the nearest full sick leave day, and in no case shall this combination payment exceed the amount of his or her regular salary.

**SECTION 16.** It shall be optional for an employee to use their personal leave days after their sick days are used up.

#### **ARTICLE XIV - MEALS**

**SECTION 1.** One meal will be provided for employees working the morning and afternoon shifts. Employees working the night shift will receive an additional fifty (50c) cents per shift and no meal will be provided.

#### **ARTICLE XV**

#### **SUSPENSIONS - DEMOTIONS - DISCHARGES**

**SECTION 1.** The Board will act in good faith in the dismissal of any employee. Should the Union present a grievance in connection with the dismissal, the dismissal shall be reviewed under the terms of the grievance procedure. The Administrator shall be notified by the Union that an appeal is pending, within fifteen (15) days after dismissal.

**SECTION 2.** The following offenses will be dealt within the following manner. For the first (1st) offense a written reprimand will be given. For a second (2nd) offense a five (5) day lay-off will be given, and the third (3rd) offense will result

in immediate discharge. A. Inefficiency. B. Disloyalty. C. Insubordination. D. Dishonesty. E. Effects on the job of alcoholic beverage. F. Actions or displayed attitudes detrimental to welfare of the patients or other employees especially the abuse or mistreatment of patients. G. Unladylike, ungentlemanly conduct; H. Absence without reasonable excuse; I. Disregard for safety practices; J. Discussing confidential information regarding patients, off the premises; K. Repeated violation of the rules.

**SECTION 3.** Your employment may be terminated immediately with the loss of all accrued and unused benefits, except earned vacation, for any of the following reason: A. Gross Insubordination; B. Moral Conduct; C. Intoxication; D. Stealing.

#### **ARTICLE XVI - RECALL**

**SECTION 1.** When recalls to active employment are made, those with the most Medical Care Facility seniority in each Department on the inactive list shall be called first.

#### **ARTICLE XVII - GRIEVANCE PROCEDURE**

**SECTION 1.** Should an employee feel he or she is being treated unfairly, said employee must first notify his or her immediate supervisor. If in a reasonable length of time suitable action is not taken the employee may seek action through the Union, following the grievance procedure as outlined.

**SECTION 2.** All grievances submitted to the Union must be presented in writing and signed, and approved by the grievance committee before being

presented by the steward, to the supervisor involved.

**SECTION 3.** The privilege of the Steward to take the time to handle written grievances is recognized, and shall be honored by the involved supervisor within the course of his or her working hours.

**SECTION 4.** If the results of Section 3 are unsatisfactory the grievor and the Union Committee may present the grievance to the Administrator within two working days. The Administrator shall call for a hearing on the grievance within two working days, at which time the necessary witnesses as indicated by either or both parties shall be present. Based upon the testimony and/or evidence presented the Administrator will issue his written disposition of the grievance to the grievor within three (3) working days.

**SECTION 5.** If the results of Section 4 are unsatisfactory to the Union and the employee, the Union President shall notify the Board Director within three (3) work days, and the Director will, within three (3) work days, repeat the hearing as provided in Section 4 with the Board present and sitting in judgment. The Board's decision will be issued in writing to the Chapter Chairman within three (3) working days.

**SECTION 6.** If the results of Section 5 is unsatisfactory the Union may within twenty (20) days after the answer under Section 5 is due to an arbitrator selected and operating under the rules of the American Arbitration Association. The expense of such hearing shall equally be shared by the parties.



**SECTION 7.** The decision of said hearing shall be final and binding upon the parties and in any grievance involving the employee such as dismissal, demotion, suspension, or lay-off, found to have been in violation of this agreement or in violation of law. The Board shall immediately satisfy the agrieved employee with back pay from the time the grievance occurred and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISION**

**SECTION 1.** The parties to this agreement agree that they shall not discriminate against any person or persons.

**SECTION 2.** Access to the premises - The Board will permit Union Representatives other than Medical Care Facility employees to enter the premises at reasonable time for individual discussion of working conditions with the Administrator, or the Union employees provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employee.

**SECTION 3.** Should a dispute arise in which the issue is not specifically covered by this agreement, the parties shall negotiate on the basis of the cooperative spirit of this agreement. The Union and the Board consider themselves mutually responsible to improve the public service through creation of improved employee morals and efficiency.

**SECTION 4.** Should any provision of this agree-

ment be found to be in violation of any Federal or State Law by a Court of competent jurisdiction all other provisions of this agreement shall remain in full force and effect for the duration of this agreement .

**SECTION 5.** Representative of the Union, selected by the Union to attend special conferences for negotiating of the Union Contract with the employer, shall not lose time or pay for time spent in such meetings. Good judgment will be used in arranging these meetings to hold lost time to a minimum.

## **ARTICLE XIX - MANAGEMENT RIGHTS**

**SECTION 1.** Nothing in this agreement shall be construed as delegating of others, the authority conferred upon the employer by State, Federal, County or Municipal Laws, rules and regulations, or in any way abridging or reducing such authority.

## **ARTICLE XX - TERMS OF AGREEMENT**

**SECTION 1.** This agreement shall become effective July 1, 1971 and expire June 30, 1974. There shall be an economic reopener sixty (60) days prior to June 30, 1973 to negotiate wages and other economic benefits for the third year of the contract..

**SECTION 2.** This agreement is complete in writing and shall not be amended, changed, altered, or modified except by an instrument, in writing duly signed by the parties hereto.

**WITNESS WHEREOF** the Parties hereto have executed this Agreement by their duly authorized

representatives this ----- day of

----- 1971.

GOGEBIC COUNTY BOARD  
OF SOCIAL SERVICES

FOR THE GOGEBIC MEDICAL CARE  
FACILITY

-----  
M. Fred Tezak, Chairman  
Board of Social Services

-----  
Walter E. Bennetts, Secretary  
Board of Social Services

GOGEBIC MEDICAL CARE FACILITY

EMPLOYEE'S LOCAL NO. 992  
AFSCME - AFL-CIO

-----  
President Local No. 992

-----  
Secretary Local No. 992

-----  
Representative, AFSCME - AFL-CIO

**WAGE SCHEDULE - 3/1/74 - Reflecting .00¢ an hour Cost of Living Adjustment paid for 7/1/73 - 12/31/73  
This raise retro to 1/1/74**

<u>CLASS</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>10 YEAR</u>	<u>12 YEAR</u>
General Help ( Monthly )	420.39	430.77	444.61	454.99	465.37	470.56
( Semi-Monthly )	210.20	215.39	222.31	227.50	232.69	235.28
( Hourly )	2.43	2.49	2.57	2.63	2.69	2.72
Aides-Relief Cook	435.96	446.34	460.18	470.56	480.94	486.13
Receptionist	217.98	223.17	230.09	235.28	240.47	243.07
	2.52	2.58	2.66	2.72	2.78	2.81
2nd Cook-Stock Room Clerk	439.42	449.80	463.64	474.02	484.40	489.59
Laundry Washer	219.71	224.90	231.82	237.01	242.20	244.80
	2.54	2.60	2.68	2.74	2.80	2.83
Cleaning Foreman	448.07	458.45	472.29	482.67	493.05	498.24
Laundry Leader-Therapy Assistant	224.04	229.23	236.15	241.34	246.53	249.12
	2.59	2.65	2.73	2.79	2.85	2.88
Janitor-First Cook	465.37	475.75	489.59	499.97	510.35	515.54
	232.69	237.88	244.80	249.99	255.18	257.77
	2.69	2.75	2.83	2.89	2.95	2.98
Orderly	486.13	496.51	510.35	520.73	532.11	536.30
	243.07	248.26	255.18	260.37	265.56	268.15
	2.81	2.87	2.95	3.01	3.07	3.10
L.P.N.	517.27	527.65	541.49	551.87	562.25	567.44
	258.64	263.83	270.75	275.94	281.13	283.72
	2.99	3.05	3.13	3.19	3.25	3.28
Janitor-Maintenance	515.54	525.92	541.49	551.87	562.25	567.44
	257.77	262.96	270.75	275.94	281.13	283.72
	2.98	3.04	3.13	3.19	3.25	3.28
Maintenance Assistant	536.30	546.68	560.52	570.90	581.28	586.47
	268.15	273.34	280.26	285.45	290.64	293.24
	3.10	3.16	3.24	3.30	3.36	3.39
R.N.	3.65	3.71	3.80	3.86	3.92	3.95

Training Period: 15¢ per hour less than Base Pay.  
 Probationary Period: 10¢ per hour less than Base Pay.  
 Nursing Dept: 28 days training period; which is to be followed by 30 days probationary period.  
 All other depts: 10 day training period.

WAGE SUPPLEMENTS:

Replacement Laundry Washer and 2nd Cook.. \$1.00 shift  
 Nursing Leader.. \$1.00 shift  
 L.P.N. - Charge Nurse.. \$2.00 shift  
 L.P.N. - Supervisor.. \$3.00 shift