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AGREEMENT

between

EATON COUNTY

BOARD OF SOCIAL SERVICES

and

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS**

LOCAL 547 - A, B, C, E, H - AFL-CIO

Eaton County Medical Care Facility

JANUARY 1, 1995 - DECEMBER 31, 1997

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AGREEMENT

THIS AGREEMENT entered into on the _____ day of January, 1995 by and between the Eaton County Board of Social Services (hereinafter referred to as the Employer) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547A, 547B, 547C, 547E and 547H, AFL-CIO (hereinafter referred to as the Union).

PURPOSE AND INTENT: The general purpose of the 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.

ARTICLE 1
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 conditions of employment for the term of this Agreement for the regular full-time and regular part-time employees of the Employer employed in the classifications listed in Schedule "A", but excluding Registered Nurses, Licensed Practical Nurses, Supervisors and all other employees of the Employer.

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 such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.

ARTICLE 2
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, additions, replacement and removal of equipment, outside purchases of products, 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 five (5) working days advance notice to the Union. The Union must grieve reasonableness of a new rule within

10 work days of the notice to the Union of the new rule or the Union loses the right to challenge the reasonableness of the rule. Any complaint relative to the application of any new rule may be considered as a grievance and subject to the Grievance Procedure contained in this Agreement.

Section 3; Subcontracting: The right of contracting or subcontracting is vested in the Employer. Where in the judgment of the Employer work normally done by bargaining unit employees is to be subcontracted, the Employer shall notify the Union Business Representative for the purposes of discussing the proposed action. Such meeting shall be called by the Employer at least five (5) days before the contract is let (except in cases of emergency where contracts may be let immediately). After this meeting, the Employer shall in its sole discretion decide whether to contract out the work; provided that no work shall be contracted out as retaliation for union membership or activities nor shall subcontracting result in a layoff in the classification for which the work is subcontracted.

ARTICLE 3 UNION SECURITY

Section 1: All employees hired after the effective date of this Agreement shall become and remain members in good standing of the Union or pay a service fee to the Union at a rate not to exceed the Union dues within sixty-one (61) days after employment, provided that the service fees and/or Union dues are in compliance with all State and Federal Laws.

Section 2: Any employee required to join the Union or pay a service fee in lieu thereof who does not become and remain a member in good standing of the Union by the payment of such uniformly assessed membership dues and fees or pay such service fee shall be terminated from his employment only after all of the following has occurred:

- (a) The employee has been informed by the Union by certified mail of his failure to pay such dues or the service fee;
- (b) The Employer has been informed by certified mail of the employee's failure to pay such dues or the service fee within thirty (30) days of the employee being notified.
- (c) The Employer has been requested by certified mail by the Union to terminate the employee.

If it so wishes, the Employer may inform the employee in writing of his failure to pay such dues or the service fee.

Section 3: The Employer agrees that, upon hiring any new employee covered by this Agreement, the Employer shall notify the

Union of the name, address, date of hiring and Social Security number of the new employee.

Section 4; Check Off: The Employer agrees to deduct bi-weekly from the wages of all employees who are members of the Union all uniformly assessed membership dues (provided it is not contrary to law) as provided in a written authorization in accordance with the standard form provided by the Union, provided that the said form shall be executed by the employee. The Employer shall also deduct service fees in lieu of such dues for those employees who so authorize the Employer in writing; provided, however, that in no event shall such service fees be greater than the uniformly assessed membership dues of the Union. Such service fees shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments, or other amounts for Union activities. The Employer will remit to the Union such deductions bi-weekly. Any increase in said dues or fees shall be properly executed by the Union.

Such dues and service fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amount of the Union uniformly assessed membership dues and fees or service fees.

The payroll deduction will be limited solely to Union membership dues and the initiation fee uniformly assessed or, where appropriate, service fees and will not include fines, or other union financial levies. All problems and disputes regarding amounts to be deducted under this clause and the correctness thereof, shall be between the employee and the Union, except where the Employer is at fault.

The Employer agrees to deduct the initiation fee of the Union, for those employees joining the Union, which is payable only once. The initiation fee shall be used for costs attributable to negotiating the terms of this Agreement and servicing the contract.

Section 5; Indemnification: The Union shall defend, indemnify and save the Employer harmless against inadvertent administrative errors of the Union, as well as any and all claims, suits or other forms of liability (including costs and attorney fees) arising out of the Employer's deduction from an employee's pay of Union dues and/or the initiation fee, or upon the Employer's reliance upon any list, notice, certification or authorization furnished under this Article, as well as which may arise out of or by reason of any action taken or not taken by the Employer's reliance upon the

amounts certified to be deducted for Union dues and or the initiation fee or service fee. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 4
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 in addition to the Chief Steward. Each steward must be from a different department or from different shifts within the same department. Union stewards will not be paid by Management for meetings that are in addition to or exceed normal working hours.

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.

Section 4; Bargaining Committee: The Employer agrees to recognize not more than four (4) individuals designated as the Bargaining Committee. The Bargaining Committee members shall be permanent employees in the bargaining unit.

Section 5: The Union shall furnish the Employer in writing an updated list of its designated Stewards, specifying the Chief Steward as well as the members of the Bargaining Committee.

ARTICLE 5
NON-DISCRIMINATION

Section 1: 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, national origin, height, weight, or handicap as required by law.

Section 2; Election of Remedies:

The Employer, in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status,

veteran's status, or unrelated handicap as defined by law.

Any violation of these nondiscrimination provisions is subject to the first (1st) three steps of the grievance procedure and then subject to arbitration only insofar as the substance of the alleged violation is not within the scope of state or federal statutes with public avenues for due process of the complaint.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Should any differences, disputes, or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: By conference between the aggrieved employee and his immediate supervisor to be called by the aggrieved employee within five (5) working days from the date the grievance first arose or became known to the employee or it shall be deemed waived. A Union representative may be present at the conference, at the employee's request.

Step 2: If the grievance is not satisfactorily adjusted in Step 1, the grievance shall, within three (3) working days of the Step 1 meeting: (1) Be reduced to writing and signed by the aggrieved employee or employees involved with concurrence of a Union representative and; (2) be presented to the Administrator or designee. The written grievance shall contain a statement of the facts upon which it is based, a designation of the contract provision(s) allegedly violated, and the remedy requested. The Union and employee shall be bound by the scope of the grievance as written. The Administrator or designee shall give a written answer to the employee within five (5) working days of the receipt of the grievance.

Step 3: If the grievance is not satisfactorily adjusted in Step 2, the Union shall within five (5) working days of the Step 2 answer, request in writing a meeting to be held within thirty (30) calendar days of the notice between the employee or employees involved, a business representative of the Union, and a representative or representatives of the Employer. The scope of the meeting shall be limited to the specific meeting as presented. Any settlement achieved at this meeting shall be reduced to writing. If no settlement can be reached, the employee, with the concurrence of the Union may proceed to Step 4, if they so desire.

Step 4: If the grievance is not satisfactorily adjusted in Step 3 the Union may within thirty (30) working days after the Step 3 conference, in writing delivered to the other party and simultaneously mailed to the Michigan Employment Relations Commission, demand arbitration and the other party shall be obliged

to proceed with arbitration in the manner hereinafter provided. The arbitration shall be held in accordance with the then applicable rules and regulations of the Michigan Employment Relations Commission.

B. The arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and application of the Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement or add to or subtract from the Agreement.

C. Fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. In the event of a split decision all of the above costs shall be shared equally by the Employer and the Union. The Arbitrator shall be asked to specify who the loser is or whether it is a split decision. Either party may demand a stenographic transcript of a grievance arbitration hearing. The party demanding a transcript shall be responsible for making arrangements for the attendance of a reporter. The reporter's appearance fees and the transcript fees shall be paid by the party demanding the transcript. One copy of the transcript shall be furnished to the Arbitrator.

D. If either party after due written notice of the date and time thereof shall fail to appear and present its case or defense in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidenced presented.

E. No arbitrator shall have any right or authority to issue any decision or decisions awarding back pay prior to one week before the date the grievance was first brought to the attention of the supervisor under Step 1 hereof, except for clerical mistakes on wage claims for which there shall be no time limit. The decision of the arbitrator shall be final.

F. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less compensation for personal services that he may have received from any other source, as well as any unemployment compensation he may have received.

G. The time limits contained herein shall be deemed final. Where the Union or employee fails timely to advance a grievance to the next step, it shall be deemed settled per the Employer's last answer. Where the Employer fails to answer a grievance at any step, it shall be deemed denied and may be appealed to the next step. The time limits may be shortened or extended by written agreement of the Employer and the Union.

H. Any written agreement reached between the Union and the Employer under the grievance procedure by their authorized

representative shall be binding upon the parties.

I. Lengthy discussions between employees and representatives of the Union, including the steward, or among themselves, concerning disputes, shall not take place during working hours.

J. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

K. Termination or disciplinary layoff grievance shall be submitted at Step 2, within three (3) working days of the termination.

L. As used in this Article, working days shall be Monday through Friday, exclusive of the Holidays set forth in Article 14.

ARTICLE 7 DISCIPLINARY ACTION

Section 1: The Employer will continue to practice progressive discipline as provided below:

1. Verbal warning or reprimand - remains on record for six (6) months; or one (1) year if the employee receives any other discipline within six (6) months of the date the verbal warning or reprimand was received by the employee.
2. Written warning - remains on record for one (1) year.
3. Disciplinary layoff - one (1) to five (5) days - remains on record for one (1) year.
4. Suspension pending discharge.

Both parties agree that certain offenses may warrant immediate suspension or discharge.

Section 2: In the event the Employer is to discipline or discharge an employee, it must be done within five (5) working days after the occurrence of the event upon which the action is based or after it might reasonably have become known to exist, whichever is earlier. However, the union may grant an extension of this time limit if the Employer needs additional time to investigate. Such approval of extension shall not be unreasonably denied. Such discipline or discharge shall be only for just and stated cause.

Section 3; Disciplinary Action. 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 statement

shall be signed by the Employer representative who gives the disciplinary action.

A copy of all disciplinary reports shall be placed in the employee's personnel file. This shall also include verbal warnings and verbal counseling reduced to written record. Verbal counseling shall not be considered discipline and shall not be subject to the grievance procedure. The employee's signature on such records shall reflect receipt of a copy of the report.

Section 4; Disciplinary Action Involving Discipline or Discharge: If the disciplinary action involves discharge or a disciplinary layoff, the Employer representative effecting the disciplinary action shall, within one (1) working day, give written copy of the discipline to the employee's steward or in the steward's absence another Union representative.

Section 5: If an employee who is disciplined fails to file a grievance within the time specified in Article 6, 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 be adjusted accordingly.

ARTICLE 8 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, the 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, the 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. The employee has 10 working days to review the posted seniority list for accuracy. If no written complaint by the employee is received by the Employer within 10 working days, the list will be deemed correct. Disputes as to the accuracy 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 the first full pay period following completion of 520 hours worked by that employee, since that employee's most recent date of hire. During this period, the Employer may layoff 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; Student Employees: Employees who are hired who are high school students at the time will not be covered by nor subject to any provision of this entire Agreement. The Employer agrees not to abuse the right to hire student employees. Student employees, upon completion of their studies, who are awarded a regular position with the Employer shall have their probationary periods

commence from the date they are awarded the position. Upon completion of their probationary period, their seniority date shall revert back to the time they were originally hired for the purpose of determining future fringe benefits.

ARTICLE 9
APPLICATION OF SENIORITY

Section 1; Basic Principle: When employees apply for a job transfer or promotion the determination of who the successful applicant shall be will be based upon the assessment of the employee's current disciplinary record, skill and current ability to perform the job functions. In cases where two (2) or more employees are equally qualified, using the above criteria, then seniority shall be used to determine which employee will be awarded the position.

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. The transferred employee shall be paid at his present rate or the lowest rate of the temporary job which represents an increase. A change in rate shall apply only if the transfer is for at least four (4) hours. Involuntary temporary transfers shall not exceed thirty (30) days, except by mutual consent. Voluntary temporary transfers shall not exceed thirty (30) days, except in the case of transfers to fill a regular employee's position when that employee is on an illness/disability leave. In the case of covering an illness/disability leave, the voluntary temporary transfer shall be for the length of a regular employee's leave, not to exceed 12 months.

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 three (3) full working days, Monday through Friday. However, if an employee has his three (3) days off during the three (3) posting days, he shall have one (1) additional day to bid for the job. Information on job postings 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 personally signing the posting. An employee on vacation, may be considered for a vacancy, if they have provided the Employer with a written notice of their desire to bid on an available job. 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 employee who bids for the job and who is selected under

Section 1 above shall be granted the available job and the successful bidder will be posted on the Employees' Bulletin Board.

If the senior employee who bids for the job is not deemed qualified by the employer he/she shall be given the reasons for this rejection in writing and shall have recourse through the grievance procedure.

When an employee is accepted for bid on a higher rated or the same job, his rate shall be at the lowest rate of the new job which is higher than his present rate beginning on the day he is transferred to the new job and 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 a bid on a lower rated job, his rate shall be the lower of his present rate or the top rate of the new job on 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) working days on his new job, a successful bidder may elect to return to his former job, if he so desires the Employer may transfer him back to his former job or the Employer may request an extension of up to thirty (30) working days to properly train employees on new jobs. 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. The employee must be available for work on the date specified on the job posting unless scheduled time off has been granted for the use of paid leave days or military leave.

After an employee's successful transfer to a job for which he had bid, he shall be ineligible to bid for six (6) months thereafter. However, if the job for which he desires to again bid pays a higher hourly rate of pay (excluding shift premium) 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 the Employer may either hire in an employee for the job or select an employee and train him for the job.

Job postings shall also be used for changes in shift hours, provided that the Employer may defer the bid for a change in shift for up to thirty (30) working days, if sufficient qualified employees do not remain on the shift which the bidding employee wants to leave. Once an employee changes shifts, he may not again bid for a shift change for three (3) months unless the Employer and the Union mutually agree to waive the requirement.

Section 4; Layoff Procedure: Whenever it becomes necessary to

lay off any employees, 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:

- (a) 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. Part-time employees shall be laid off prior to any full-time employee being laid off.

Employees laid off from their classification may exercise seniority to displace a junior employee within forty-eight (48) hours of the notification of the layoff in any job classification previously held and competently performed by the laid off employee.

In addition, an employee slated for lay-off will be given an opportunity to bump the least senior, non-CNA, if the employee has the ability to do that job satisfactorily and has more seniority than the person they are bumping.

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 three (3) working days on the new job.

Any employee may exercise seniority to move into a different classification only once during any one (1) 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.

- (b) Employees laid off shall continue on layoff status until recalled according to Article 10, Section 1(d).

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

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 job classification in lieu of layoff. Full-time employees shall be recalled prior to any part-time employee in that classification.

Section 6; Recall Notice: The Employer will notify the

employee by certified mail of his recall. If the employee does not return to work within three (3) calendar days after notice is sent to his last address on record with the Employer, he will be considered a voluntary termination.

Section 7; Accumulation of Seniority: For the purposes of this Article, full-time and part-time employees shall accumulate seniority based on the total time he is employed, effective from the date of hire.

There shall be one (1) seniority list which shall include the names of both full-time and part-time employees. Part-time employees shall be designated as such on the seniority list.

Section 8; Fringe Benefits

Full-time employees: Full-time employees are those who are regularly scheduled to work eighty (80) hours during every pay period. Full-time employees shall receive all fringe benefits as provided for under the contractual Agreement. Employees who are scheduled for less than full-time hours for a period of ninety (90) days shall then be reclassified as part-time and shall receive the appropriate part-time benefits.

Part-time employees: Notwithstanding any other provision of this Agreement, the fringe benefit schedule of regular part-time employees must be considered separately. Non-probationary part-time employees will receive a pro-rated paid leave day benefit based on the schedule for full-time employees. In addition, such non-probationary part-time employees will receive a pro-rated holiday pay premium if they are required to work 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 proceeding the holiday. Part-time employees are only eligible for those fringe benefits specifically provided for them in this contract.

ARTICLE 10
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 one (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 is absent from work, without permission, for three (3) consecutive scheduled workdays, or
- (g) He is on a sick leave of absence for period of one (1) year or the length of his seniority, whichever is greater, or
- (h) He fails to report for work within three (3) working days after he is notified to do so. Such notification may be in person, by telephone, telegram, or by certified or registered mail sent to his address of record with the Employer. 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.

Section 2; Exceptions to Above General Rules: An Employee whose name is removed from the seniority list for any of the reasons (b) through (h) above shall be deemed to have quit, subject only to the following exception:

If an employee falls within situation (f) 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 (3) day period in the case of (f) 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 11 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 on their

anniversary dates provided they have worked 1248 hours during the prior twelve (12) month period (average of 6 days per pay).

The Facility shall not recognize as time worked periods of layoff, leaves of absence, sick leaves and other unpaid absences from the job in applying the provisions of automatic wage progression. Such periods of absence shall not count as time worked when they exceed two (2) weeks in duration. Such absences of two (2) weeks or less shall count as time worked.

ARTICLE 12
NEW JOBS

When a new job is placed in the unit and cannot be placed in an existing classification, the employer reserves the right to establish a classification and rate structure, 'subject to the provisions stated below. Under such circumstances, the Employer shall notify the Union at least three (3) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2) week period. If no agreement is reached within this three (3) week period, the employer can propose and implement a final offer, unless the parties have mutually agreed, in writing, to extend these time lines.

ARTICLE 13
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.

- (a) The normal workday for all employees shall be eight (8) hours of work on duty. Shifts for Certified Nursing Assistants, shall be as follows:

6:45 a.m.	-	3:00 p.m.
2:45 p.m.	-	11:00 p.m.
10:45 p.m.	-	7:00 a.m.

Nursing Assistants shall receive a thirty (30) minute lunch period of which fifteen (15) minutes shall be on a paid basis.

- (b) Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first and second four (4) hours worked per day.

All other employees covered by this Agreement shall also receive a thirty (30) minute lunch period each for each eight (8) hours worked on an unpaid basis.

- (c) Supervisors shall schedule full-time employees, with one or more years seniority, so they are permitted every other weekend off duty. Full-time employees with less than one year's service, shall be scheduled to receive one weekend off in every three calendar weeks. Part-time employees hired after January 1, 1995 will have every other weekend scheduled off after two years of seniority. Part-time employees hired before January 1, 1995 will receive every other weekend scheduled off, after one year of seniority. If an employee is unable for any reason to work his scheduled weekend, he may be required to work on one of his scheduled weekends off-duty within the following twelve (12) week period. The preceding sentence does not apply to employees who are off work for an entire week or more due to accident, injury, or illness substantiated by a physician's statement.
- (d) An employee called in to work on a scheduled day off, and who does not receive notice at least one (1) hour prior to the normally scheduled shift starting time, shall be paid for the total shift at the appropriate rate of pay if such employee arrives within one (1) hour after the normally scheduled shift starting time.

Section 2: For all employees time and one-half (1-1/2) 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 eight (8) hours in any bi-weekly worked 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 (1-1/2) the employee's regular rate of pay shall also be paid for all hours worked on an employee's seventh (7th) consecutive workday.

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, if requested by the Union within 7 calendar days of the initial notice. The special conference will be scheduled within 14 calendar days of the request. The meeting will be considered an informational meeting and not a bargaining meeting.

Section 4: 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 (a) and (b) below.

- (a) 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.
- (b) 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 they refuse or sufficient employees do not accept, then overtime shall be assigned starting with the junior employees with the necessary skill, ability and availability on up until there are enough people, and overtime shall be required of those selected.
- (c) Any employee who refuses to work voluntary 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 (1-1/2). This Section does not apply to employees who continue to 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 (1-1/2) 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 14
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 seven (7) holidays:

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

Section 2; Eligibility: In order to qualify for such holiday pay, each employee must have completed his probationary period, and must work the full number of scheduled work hours on their last scheduled workday prior to each such holiday and the full number of scheduled work hours on their first scheduled workday after each such holiday unless excused in writing by the Department Head.

Section 3: When a holiday falls on a Sunday; Monday shall be considered the holiday for the purpose of this provision for all employees who have a Monday-Friday work week. For all employees who have rotating seven (7) day work week, the holiday shall be celebrated on Sunday. Holidays falling on Saturday shall be celebrated on Saturday. Employees shall receive (8) hours of pay if a holiday falls during one (1) of their scheduled days off, but such eight (8) hours shall not be used for the purpose of computing overtime.

Section 4: If an employee works on any holiday, he shall receive time and one-half (1-1/2) his regular rate for the number of hours worked plus holiday pay only. A holiday worked shall be counted on a straight time basis for computing overtime in a pay period. 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 that he was ill.

Section 5: Employees on layoff or on leave of absences are not eligible to receive holiday pay as provided for in this Article.

Section 6: If such a holiday falls within an employee's scheduled paid leave period and the employee would have been eligible for holiday pay for that holiday but for the paid leave, the employee shall receive the holiday pay for that holiday in addition to his paid leave pay or the employee may take an additional day off at the end of his paid leave period or at another mutually convenient time.

ARTICLE 15 PAID LEAVE DAYS

Section 1; PLD Schedule: All regular full-time and regular part-time employees shall be eligible for annual Paid Leave Days (PLD's) according to the following schedule:

<u>Length of Service</u>	<u>Factor</u>
1 year or more	.06924
2 years or more	.07693
5 years or more	.08462
7 years or more	.09616
10 years or more	.10385
15 years or more	.11539

Section 2; Definitions: The number of hours worked shall be multiplied by the appropriate factor depending on the employee's length of service to determine the number of PLD Hours accumulated each pay period. The term "hours worked" as used in this Article shall equal actual hours worked on duty.

Section 3; Payment: PLD's shall be paid at employee's regular straight time rate.

Section 4; Use of PLD in First Year: PLD's may not be used until they are earned. Further, employees shall not be eligible to earn PLD accruals until they have successfully completed their probationary period.

Section 5; PLD Scheduling: A notice of desired PLD will be posted by January 31st of each year. An employee shall indicate his preference thereon. Conflicts in PLD schedules shall be resolved in favor of the senior employee, provided the employee indicated his preference by April 30th, and thereafter PLD's shall be scheduled in order of request received as hereinafter provided. However, in all cases, PLD requests for more than three (3) consecutive days must be submitted in writing to the employee's supervisor no less than one (1) week prior to the first day of the requested PLD. Any requests for PLD given thirty (30) or more calendar days prior to the requested time off, shall receive notice of approval or denial within ten calendar days. Request for three (3) or more consecutive weeks of Paid Leave Time will be considered only if submitted between 45 to 75 calendar days prior to the first requested day of Paid Leave Time. It is understood that the Facility must have adequate staffing at all times. As far as possible, PLD will be granted at the times most desired by employees, but the final right to allot PLD periods is reserved exclusively to the Employer in order to assure the orderly operation of the Facility. However, to the extent that it can be achieved without adversely affecting patient care, the Employer will endeavor to permit employees to take their PLD's at the time requested to the extent that it is practicable and consistent with the provisions of the section.

Section 6; Payment on Separation:

PLD credits shall not be accumulated in excess of 240 hours.

All unused PLD's will be paid to the employee upon retirement and/or resignation with two weeks written notice or upon an employee's death. However, if an employee does not provide two weeks written notice of resignation, 100 percent of the remaining PLD's accrued will be forfeited.

Section 7; Cancellation: Upon the dismissal from employment, all unused PLD's shall be canceled and shall not be reinstated or paid for.

Section 8; Emergency PLD Use: PLD's must be used for absences caused by illness, or urgent personal business. PLD's must also be used to cover authorized leaves, such as administrative leave, medical leave, or maternity leave. For use to cover an excused absence, request for use of PLD should be made as far in advance as possible. Except in cases of sick day usage, more than 48 hours advance notice shall be required to use up to four consecutive PLD's and three weeks advance notice shall be required to use more than four consecutive PLD's. All non-illness PLD's must be approved and signed by the employee's supervisor, and a confirmation of the same returned to the employee prior to use of any PLD. Notwithstanding the foregoing, accumulated PLD's may be utilized with at least two (2) hours prior notice for an acute or sudden illness to the employee or a member of his immediate family as defined in Article 22, or involvement in a serious accident or emergency. No prior notice is required in the event the employee is sent home from work by the Employer due to an employee illness.

Section 9; Illness at Work: Employees who report to work and thereafter become ill, shall be paid for those hours worked, plus may, if requested, be paid for PLD's at their regular straight time rate for the remainder of their regularly scheduled shift.

Section 10; Disciplinary Days: At the Employer's option, disciplinary time off may be deducted from an employee's accumulated PLD's in lieu of requiring the employee to miss scheduled working days as an unpaid disciplinary suspension.

ARTICLE 16
UNPAID LEAVE 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 reasons 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 the leave. Prior to the request for a personal business leave, the employee must utilize all of their accumulated PLD time.

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; Unpaid Illness/Disability Leave: 'An employee who is ill or suffers an illness or disability necessitating absence from work may be granted an unpaid leave of absence for a period up to a maximum of 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 nine (9) months of an unpaid illness/disability leave of absence.

Illness or disability leaves of absence must be made in writing on forms provided by the Employer. A physician's statement must accompany all requests for said leaves and a return to work authorization shall be given to the Employer prior to the employee's return to duty. Such statement must be given to the Employer prior to the end of the next business day. The employee must be available for work on the next shift following the release date as indicated on the statement.

A full-time employee's position will be held open for him for a minimum period of six (6) months. A part-time employee's position will be held open for him for a minimum period of three (3) months. After the expiration of these periods, seniority employees will be reinstated, after the leave of absence, if and when comparable employment becomes available.

An employee returning from a leave of absence must be capable of performing all of the essential functions as listed in his job description without limitation or restriction. All accrued PLD benefits must be used before an extended sick leave of absence may be granted. An employee on an extended sick leave of absence may request accrued benefits.

Section 4; 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 leaves of absence shall be in writing and submitted by the Business Manager of the Local to the Employer and shall state the purpose of which Union business leave is requested.

Section 5: All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of the leave requested. During an unpaid leave benefits shall not accrue, such as, but not limited to, PLD's, and holidays; except, however, said employee's seniority for layoff purposes shall continue while on an unpaid leave. All insurance premiums shall be paid by the employee while on such unpaid leave greater than thirty (30) days (other than illness/disability leave), including the Employer's portion.

ARTICLE 17 INSURANCE

Section 1: Part-time employees will have the ability to purchase health, dental and life insurance coverage, as a package or individually, at 100% of the cost of the coverage, after successfully completing their probationary period.

Section 2. The Employer shall pay the full cost per month in premiums for each eligible full-time employee for single, couple or family BC/BS CMM-PPO for the calendar year of 1995. Any changes from the following amounts (single \$163.66 per month; couple \$341.91 per month; family \$373.53 per month) in the BC/BS CMM-PPO in the calendar years of 1996 and 1997 will be split evenly between the Employer and employee.

If available, the Employer will offer, in addition to BC/BS CMM-PPO, Blue Cross/Blue Shield PPO, Blue Cross/Blue Shield Traditional and Blue Care Network - Health Central. Employees electing such alternative coverage will pay 100% of the cost in excess of the amount the Employer is then contributing toward the CMM-PPO.

The Employer will implement a Section 125 plan as soon as practical. The Employer reserves the right to limit the annual amount the employee can contribute to the plan.

Section 3: Any employee who has a spouse employed who has health insurance available for the employee, shall not be eligible and shall not receive dental or health insurance through the Employer. An employee in this situation shall receive \$1000.00 per calendar year if they have been eligible for employer paid health/dental insurance during the prior twelve (12) month period or a pro rated amount if they have been eligible for less than the full 12 month period. Such payments shall be made on an annual basis no later than thirty (30) days from the date new health/dental insurance premiums become effective.

Section 4: The weekly accident and sickness benefit will be sixty-six and two-thirds percent (66 2/3%) of net salary for thirteen (13) weeks maximum, not to exceed one hundred fifty (\$150.00) dollars, eight (8th) day accident, eight (8th) day sickness. The life insurance policy shall be ten thousand dollars (\$10,000.00) for each employee eligible for insurance. The Employer shall pay the full cost of this insurance for all full-time employees. Employees shall not be eligible for said benefits until their first anniversary date.

For the first three (3) months of the covered illness/disability, the Employer will continue to provide the Health Insurance Coverage, which the employee had prior to commencing his leave.

Section 5: Specimen insurance contracts, including eligibility requirements and benefit schedules, are available for inspection on request.

Section 6; 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 (Benefit Plan C-1 Old), 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. The employees' contribution rate to their Retirement Plan is 3%.

No matter respecting the Pension Plan shall be subject to the Grievance Procedure of this Agreement.

Section 7; Dental: All eligible full-time employees shall be covered by a Dental Plan. Dental services will be provided with the Plan paying 50% of the approved amount of the services provided and the employee responsible for the remainder of the bill. The Dental Plan will pay up to a maximum of \$600 per covered person per year.

ARTICLE 18 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, and
- (c) Notices of meetings.

ARTICLE 19 WORKERS' COMPENSATION

Section 1: The Employer shall provide Worker's Compensation

Coverage.

The Employer's responsibility is to provide for reasonable medical or attendant care to employees who receive personal injuries arising out of and in the course of their employment. The injury must be immediately reported to the Administrator's Office so that appropriate forms can be completed. Employees will be sent to the Employer's doctor of choice.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician. The Employer after receiving such notice may file a Notice of Objection with the Bureau of Workers' Compensation if it so desires.

Failure to follow these procedures will result in the denial and refusal of payment on medical bills where treatment has been sought outside the proper guidelines.

Section 2: The Employer will pay an employee receiving Worker's Compensation the difference between their regular rate of pay and the Workers' Compensation payment for a period not to exceed three (3) months.

ARTICLE 20 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 21 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 the 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 provisions 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 later than 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 members to continue to 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 whatsoever to employees who are violating the provisions of this Article.

ARTICLE 22 BEREAVEMENT PAY

Section 1: When death occurs in an employee's immediate family, i.e., current spouse, parent, step-parent, parent of current spouse, child or step-child, brother or sister, grandparents or grandchildren, the employee on request will be excused for up to three (3) days immediately following the date of death and through the day of the funeral, provided he attends the funeral and is scheduled to work on those days.

Section 2: An employee who is absent from work due to the death of a son-in-law, daughter-in-law, step-brother or step-sister, shall receive one (1) day of paid funeral leave for the date of the funeral.

Section 3: If additional days are necessary, they may be taken upon receiving prior approval of the Employer, with such time deducted from the employee's accumulated paid leave days.

Section 4: A non-probationary 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.

ARTICLE 23
JURY DUTY

* 3-25-14
All full-time, non-probationary employees who are summoned and report 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 seventy-two (72) hours 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.

Paid Leave Day credits at the rate of forty (40) per week will be given to full-time, non-probationary 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 24
LONGEVITY PAY

Section 1: All regular full-time employees as of December 1st of any year, excluding anyone whose status as employee has ended prior to that date, shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit</u>
Employee has completed 5 full years of service by December 1st.	\$200
Employee has completed 10 full years of service by December 1st.	\$300
Employee has completed 15 full years of service by December 1st.	\$400
Employee has completed 20 full years of service by December 1st.	\$500

Section 2: Longevity payments shall be made on the first pay day following December 15th in a separate check. Only deductions for State and Federal mandates and retirement will be made.

Section 3: A full-time employee who works more than 1040 hours in a year is entitled to their full longevity payment for that year.

A full-time employee who works less than 1040 hours in a year due to a medical leave is entitled to their longevity payment for that year prorated according to the number of hours worked that year.

A full-time employee who works less than 1040 hours in a year due to any reason other than an approved medical leave is not entitled to any longevity payment for that year.

Section 4: A part-time employee as of December 1st of any year, excluding anyone whose status as employee has ended prior to that date, shall be eligible for pro-rated longevity pay provided they have worked at least six hundred twenty (620) hours in a year. The payment will be the ratio of hours worked divided by two thousand eighty (2080) multiplied by the appropriate benefit.

However, those part-time employees with ten (10) or more years seniority shall be entitled to the same longevity benefits as full-time employees with equal seniority.

ARTICLE 25

TRAVEL

Employees required by the Employer to drive their own vehicle while on Employer business will be reimbursed for such travel based on the current allowable rate set by the Internal Revenue Service, if such rate is lower than the rate determined by the Employer.

ARTICLE 26

GENDER

The use of the male gender herein shall include the female, and vice versa.

ARTICLE 27

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. An employee must have his immediate supervisor fill in the date, time and initial the card in the event it is not punched.

Section 2; Pay Periods: Paychecks are to be issued on a bi-weekly basis at the business office and will not be issued in advance of the stated payday.

Section 3; Health Service: The Employer shall provide first aid service in either of the two (2) 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.

Section 6; Payroll Error: If there is an error on an employee's paycheck due to a bookkeeping error, it shall be corrected within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, after it is called to Management's attention, if the error is greater than two (2) times the employee's hourly rate. All other errors shall be corrected on the employee's next regularly scheduled paycheck.

ARTICLE 28

JURISDICTION

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 29
PHYSICAL EXAMINATIONS

Section 1: The Employer may require an employee to submit to and pass a physical or mental examination upon the employee's return from sick leave or a health or injury leave or from any absence from employment which time the employee has received workers' compensation benefits; or if the Employer questions the employee's physical ability to perform the work; or if the employee's presence at the Facility may endanger his health and safety, or that of the Facility's residents and other employees. The Employer may also require an employee to submit to a physical examination in the event the Employer questions the necessity for the use of sick health leave.

Section 2: Examinations required under this Article shall be by a physician of the Employer's choice, including an appropriate medical specialist selected by the Employer when deemed appropriate. The cost of such examination shall be borne by the Employer.

Section 3: If the employee is not satisfied with the determination of the designated physician of the Employer, he may submit a report from a doctor of his own choosing. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of such third doctor shall be binding upon both parties, except as to cases in which the Employer's physician determines that an employee's return to work may endanger his health and safety, or that of the Facility's residents and other employees, in which case the Employer's physician's determination shall control. The expense of any third physician shall be shared equally by the Employer and the employee. On the basis of such physical examinations, the Employer will take actions as it deems appropriate.

Section 4; Drug Testing: The Employer reserves the right to establish a Substance Abuse Plan and an Employee Assistance Program. Failure to comply with the Substance Abuse Plan will be grounds for termination of employment. The Union reserves the right to grieve any discipline resulting from the Substance Abuse Plan.

ARTICLE 30
RESIDENT RIGHTS

Section 1; Rights: The rights of the Facility residents, as established by the Michigan Public Health Code, and by Federal Law and Regulation, including COBRA, are recognized by the Facility and the Union, and further, it is acknowledged that such rights shall be a paramount consideration in the operation of the Facility.

Section 2; Abuse: As specifically recognized, the Michigan Law prohibits physical, mental, or emotional abuse, mistreatment or harmful neglect of the Facility's residents, and, further that the law requires the Facility's employees to immediately report any of the foregoing to the Administrator or Director of Nursing. Upon receipt of report of an alleged mistreatment of a resident, a thorough investigation shall be conducted. If mistreatment of a resident is found, the Facility shall immediately discipline or discharge the responsible employee. Failure to promptly report to the Director of Nursing and/or the Administrator or the Administrator's designee, any abuse, mistreatment, harmful neglect or accident involving a resident causing injury, may also result in discipline or discharge of the responsible employee and the employee failing to make such report.

ARTICLE 31
TERMINATION AND WAIVER

Section 1: This Agreement shall be effective the 1st day of January, 1995, and shall remain in full force and effect through the 31st day of December, 1997. No earlier than one hundred twenty (120) days prior to the expiration of this Agreement, the parties shall, upon the call of either party, meet and agree to negotiate a new Agreement. However, it is expressly understood and agreed that the parties, upon mutual agreement, may extend the terms of the contract.

If any Federal or State health care is mandated for employees of this Employer it will automatically trigger a reopening of the Economic Portions of this contract.

Section 2: In the event that either party desires to terminate this Agreement during the period of negotiations, written notice of its intention to terminate must be given to the other party not less than twenty (20) days prior to the desired termination date, which notice shall not be given before the expiration date of this Agreement as set forth in the preceding section.

Section 3: The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of

collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officer and representatives hereunto duly authorized as of the day and year first above written.

Signed at Charlotte, Michigan this _____ day of _____, 1995.

FOR THE EMPLOYER

FOR THE UNION

Chairperson, So. Serv. Board

Business Manager

Member, Social Services Board

President

Member, Social Services Board

Recording, Corresponding
Secretary

SETTLEMENT

Wages covered under this Agreement shall be retroactive to January 1, 1995. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

APPENDIX A
WAGE SCALE

1995 UNION RATES - EFFECTIVE JANUARY 1, 1995

POSITION	DAYS				PM'S			
	START	1 YR	2 YR	3 YR	START	1 YR	2 YR	3 YR
DIETARY AIDE	5.70	<u>6.26</u>	6.80	7.42	5.88	6.44	6.96	7.59
COOK	6.40	<u>7.09</u>	7.76	8.36	6.57	7.27	7.92	8.53
HOUSEKEEPER	5.70	6.26	6.80	7.42	5.88	6.44	6.96	7.59
LAUNDRY HELPER	5.70	6.26	6.80	7.42	5.88	6.44	6.96	7.59
LAUNDRY/MAINT HELPER (hired on and after 1/1/95)	7.00	7.50	8.00	8.50	7.17	7.67	8.17	8.67
LAUNDRY/MAINT HELPER* (hired prior to 1/1/95)	6.89	7.68	8.68	9.24	7.06	7.85	8.83	9.40
HSKPG/MAINT HELPER	7.00	7.50	8.00	8.50	7.17	7.67	8.17	8.67
ACTIVITIES AIDE*	5.70	6.26	6.80	7.42	5.88	6.44	6.96	7.59
MAINTENANCE ASSIT	6.89	7.68	8.68	9.24	7.06	7.85	8.83	9.40
CENA	6.42	6.89	7.48	8.05	6.59	7.07	7.63	8.22
BATH AIDE	6.42	6.89	7.48	8.05	6.59	7.07	7.63	8.22
P.T. AIDE	6.42	6.89	7.48	8.05	6.59	7.07	7.63	8.22
PRECERT.NA	5.91				5.91			

NOTE: THE FACILITY SHALL HAVE THE RIGHT TO HIRE NEW EMPLOYEES AT UP TO THE 2 YEAR STEP OF THE WAGE SCALE, BASED UPON PRIOR EDUCATION AND EXPERIENCE, AS DETERMINED BY THE EMPLOYER. ANY EMPLOYEE WHOSE PRESENT WAGE RATE EXCEEDS THE TOP RATE OF THEIR POSITION WILL HAVE THEIR RATE FROZEN UNTIL THE POSITION RATE INCREASES BEYOND THEIR PAID RATE.

*THE FIRST PAY DAY AFTER FEBRUARY 1, 1995; AND EACH SUCH FEBRUARY DURING THIS CONTRACT, THE FACILITY WILL PAY TO EACH FULL TIME LAUNDRY/MAINTENANCE HELPER HIRED PRIOR TO 1-1-95 THE SUM OF \$250.00. THIS \$250.00 BONUS WILL ALSO APPLY TO THE ONE POSITION OF ACTIVITIES AIDE WHOSE HOURLY RATE PRESENTLY EXCEEDS THE TOP RATE OF THAT POSITION. PART-TIME EMPLOYEES IN THE LAUNDRY/MAINTENANCE HELPER POSITION WILL RECEIVE \$125.00.

APPENDIX A
WAGE SCALE

1996 UNION RATES - EFFECTIVE FIRST FULL PAY IN JANUARY 1996

POSITION	DAYS				PM'S			
	START	1 YR	2 YR	3 YR	START	1 YR	2 YR	3 YR
DIETARY AIDE	5.87	6.45	7.00	7.64	6.06	6.63	7.17	7.82
COOK	6.59	7.30	7.99	8.61	6.27	7.49	8.16	8.79
HOUSEKEEPER	5.87	6.45	7.00	7.64	6.06	6.63	7.17	7.82
LAUNDRY HELPER	5.87	6.45	7.00	<u>7.64</u>	6.06	6.63	7.17	7.82
LAUNDRY/MAINT HELPER (hired on and after 1/1/95)	7.21	7.73	8.24	8.76	7.39	7.90	8.42	8.93
LAUNDRY/MAINT HELPER* (hired prior to 1/1/95)	6.89	7.68	8.68	9.24	7.06	7.85	8.83	9.40
HSKPG/MAINT HELPER	7.21	7.73	8.24	<u>8.76</u>	7.39	7.90	8.42	8.93
ACTIVITIES AIDE*	5.87	6.45	7.00	7.64	6.06	6.63	7.17	7.82
MAINTENANCE ASSIT	7.10	7.91	8.95	9.52	7.27	8.09	9.09	9.68
CENA	6.61	7.10	7.70	8.29	6.79	7.28	7.86	8.47
BATH AIDE	6.61	7.10	7.70	8.29	6.79	7.28	7.86	8.47
P.T. AIDE	6.61	7.10	7.70	8.29	6.79	7.28	7.86	8.47
PRECERT.NA	6.09				6.09			

NOTE: THE FACILITY SHALL HAVE THE RIGHT TO HIRE NEW EMPLOYEES AT UP TO THE 2 YEAR STEP OF THE WAGE SCALE, BASED UPON PRIOR EDUCATION AND EXPERIENCE, AS DETERMINED BY THE EMPLOYER. ANY EMPLOYEE WHOSE PRESENT WAGE RATE EXCEEDS THE TOP RATE OF THEIR POSITION WILL HAVE THEIR RATE FROZEN UNTIL THE POSITION RATE INCREASES BEYOND THEIR PAID RATE.

*THE FIRST PAY DAY AFTER FEBRUARY 1, 1995, AND EACH SUCH FEBRUARY DURING THIS CONTRACT, THE FACILITY WILL PAY TO EACH FULL TIME LAUNDRY/MAINTENANCE HELPER HIRED PRIOR TO 1-1-95 THE SUM OF \$250.00. THIS \$250.00 BONUS WILL ALSO APPLY TO THE ONE POSITION OF ACTIVITIES AIDE WHOSE HOURLY RATE PRESENTLY EXCEEDS THE TOP RATE OF THAT POSITION. PART-TIME EMPLOYEES IN THE LAUNDRY/MAINTENANCE HELPER POSITION WILL RECEIVE \$125.00.

APPENDIX A
WAGE SCALE

1997 UNION RATES - EFFECTIVE FIRST FULL PAY IN JANUARY 1997

POSITION	DAYS				PM'S			
	START	1 YR	2 YR	3 YR	START	1 YR	2 YR	3 YR
DIETARY AIDE	6.04	6.64	7.21	7.87	6.24	6.83	7.39	8.05
COOK	6.79	7.52	8.23	8.87	6.97	7.71	8.40	9.05
HOUSEKEEPER	6.05	6.64	7.21	7.87	6.25	6.83	7.39	8.05
LAUNDRY HELPER	6.05	6.64	7.21	7.87	6.25	6.83	7.39	8.05
LAUNDRY/MAINT HELPER (hired on and after 1/1/95)	7.43	7.96	8.49	9.02	7.61	8.14	8.67	9.20
LAUNDRY/MAINT HELPER* (hired prior to 1/1/95)	6.89	7.68	8.68	9.24	7.06	7.85	8.83	9.40
HSKPG/MAINT HELPER	7.43	7.96	8.49	9.02	7.61	8.14	8.67	9.20
ACTIVITIES AIDE*	6.05	6.64	7.21	7.87	6.25	6.83	7.39	8.05
MAINTENANCE ASSIT	7.31	8.15	9.22	9.81	7.49	8.33	9.36	9.97
CENA	6.81	7.31	7.93	8.54	6.99	7.50	8.10	8.73
BATH AIDE	6.81	7.31	7.93	8.54	6.99	7.50	8.10	8.73
P.T. AIDE	6.81	7.31	7.93	8.54	6.99	7.50	8.10	8.73
PRECERT.NA	6.27				6.27			

NOTE: THE FACILITY SHALL HAVE THE RIGHT TO HIRE NEW EMPLOYEES AT UP TO THE 2 YEAR STEP OF THE WAGE SCALE BASED UPON PRIOR EDUCATION AND EXPERIENCE, AS DETERMINED BY THE EMPLOYER. ANY EMPLOYEE WHOSE PRESENT WAGE RATE EXCEEDS THE TOP RATE OF THEIR POSITION WILL HAVE THEIR RATE FROZEN UNTIL THE POSITION RATE INCREASES BEYOND THEIR PAID RATE.

*THE FIRST PAY DAY AFTER FEBRUARY 1, 1995, AND EACH SUCH FEBRUARY DURING THIS CONTRACT, THE FACILITY WILL PAY TO EACH FULL TIME LAUNDRY/MAINTENANCE HELPER HIRED PRIOR TO 1-1-95 THE SUM OF \$250.00. THIS \$250.00 BONUS WILL ALSO APPLY TO THE ONE POSITION OF ACTIVITIES AIDE WHOSE HOURLY RATE PRESENTLY EXCEEDS THE TOP RATE OF THAT POSITION. PART-TIME EMPLOYEES IN THE LAUNDRY/MAINTENANCE HELPER POSITION WILL RECEIVE \$125.00.

APPENDIX B - SHIFT PREMIUM

Section 1; Definitions

Night Shift - regularly scheduled to start shift after 9:00 p.m.

Afternoon Shift - scheduled to work until 9:00 p.m. or later.

Section 2; Volunteers: Employees who are scheduled to work the afternoon or midnight shift shall be paid the appropriate premium for that shift. Employees who volunteer to work on afternoon or midnight shift will not be paid any additional shift premium (beyond their normal rate of pay).

APPENDIX C - LETTER OF UNDERSTANDING

This Letter of Understanding is being entered into this _____ day of _____, 1995 by and between IUOE, Local 547 and the Eaton County Board of Social Services. The purpose of this letter is to confirm understanding reached between these parties and covering the period until December 31, 1997.

Agreement #1:

The classification of Clerk/Receptionist will no longer be part of the Bargaining Unit.

Agreement #2:

The classification of Maintenance Assistant will be reinstated into the Bargaining Unit.

The wage scale is included in Appendix A.

Agreement #3:

The Building Services director will be allowed to perform bargaining unit duties.

Agreement #4:

Employee's rights under the unpaid Family and Medical Leave Act will run concurrently with the other vacation and leave rights contained in this contract.

For the Employer:

For the Union:

* Reopening of the contract due to unforeseen financial constraints.