

12/31/98

WORK AGREEMENT

BETWEEN

THE GOGEBIC MEDICAL CARE FACILITY

AND

THE GOGEBIC MEDICAL CARE FACILITY EMPLOYEES
CHAPTER OF LOCAL #992
Council #25, AFSCME, AFL-CIO

Gogebic Medical Care Facility

This Agreement entered into on this 10th day of April, 1997, between the Gogebic County Family Independence Agency Board, (hereinafter referred to as the "Employer" and Gogebic Medical Care Facility Employees, Chapter of Local #992, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

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JANUARY 1, 1997 - DECEMBER 31, 1998

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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, 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 representative at all levels and among all employees.

ARTICLE 1 Recognition

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

B. All full-time and part-time employees, excluding Administrator, Executive Secretary, Director of Nursing, Assistant Directors of Nursing, Physical Therapy Supervisor, Secretary to Director of Nursing, Director of Social Services, Assistant Director of Social Services, Director of Maintenance and Service Support, Director of Finance and Human Resources, Personnel Supervisor, Accounts Receivable Clerk, Accounts Payable Clerk, Director of Dietary, Assistant Director of Dietary, Registered Nurses and Licensed Practical Nurses.

ARTICLE 2 Aid to Other Unions

A. The Employer will not aid, promote or finance any labor group or organization which purposes to engage in collective bargaining or make an Agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 Employer's Rights

A. Except as modified by the terms of this Agreement, the Employer, on its own behalf, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right to:

- 1.) **Exclusive** management and control of the Facility, its property, operations and affairs.
- 2.) To hire employees; determine their qualifications, dismissal, demotion, suspension or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to and direct all employees.
- 3.) To make and change rules and regulations not inconsistent with the terms and provisions of this Agreement and to establish reasonable policies and procedures.
- 4.) To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling and standards of operations; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- 5.) To determine all financial practices and policies, including all accounting procedures and all matter pertaining to public relations of the County.
- 6.) To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- 7.) To take disciplinary action against employees for violations of this Agreement or Facility policies and/or procedures.
- 8.) An employee covered by this Agreement shall proceed immediately to carry out an order or instruction given him/her by the supervisor unless doing so would jeopardize the health or safety of himself/herself or others.

B. All the above stated rights are subject to the Union's right to grieve.

ARTICLE 4 Gender

A. Wherever this Agreement refers to the male gender, it shall also mean the female gender, and vice versa.

ARTICLE 5
Non-Discrimination

A. The parties to this Agreement shall not discriminate against any individual because of sex, religion, national origin or physical or mental impairment as defined under the handicap law.

ARTICLE 6
Union Security

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing sixty (60) working shifts after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) working shift following the beginning of their employment in the unit.

ARTICLE 7
Dues Check-Off

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

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution

and By-laws of the local union. Each employee and the union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

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

ARTICLE 8 Representation Fee Check-Off

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. The amount of such representation fee will be determined as set forth in Article 7 of this contract.

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

ARTICLE 9 Remittance of Dues and Fees

A. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) calendar days following the date on which they were deducted.

C. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

D. An employee's payment of membership dues or service fees will begin when the employee

completes their probationary period.

ARTICLE 10 Save Harmless

A. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge any employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 11 Union Representation

A. Stewards, Alternate Stewards and Chapter Chairperson:

- 1.) The employees covered by this Agreement will be represented by eight (8) Stewards and eight (8) Alternate Stewards. The Union shall have the exclusive right to assign said Stewards and shall assign at least one (1) Steward to each department.
- 2.) The Employer will be notified of the names of the Stewards and Alternate Stewards who would serve only in the absence of a regular Steward and the Employer shall not be required to recognize or deal with any employees other than the ones so designated.
- 3.) The Steward or Alternate Steward shall represent the employees in their respective department and shall be authorized to resolve grievances on behalf of such employees in any step of the grievance procedure provided herein. In the event both the Steward and the Alternate Steward are absent from work, another Steward or Alternate Steward may represent the employees of that department. The Chapter Chairperson shall be authorized to resolve grievances on behalf of the bargaining unit.
- 4.) The Chapter Chairperson, Steward and Alternate Steward shall first receive permission from his immediate supervisor to leave his work station. The Chapter Chairperson, Steward and Alternate Steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.
- 5.) Meetings between the Administrator and the Chapter Chairperson or the Chief Steward may be attended by both the Chairperson and the Steward.

B. The Union Bargaining Committee:

- 1.) Employees covered by this Agreement will be represented in negotiations by six (6) negotiating committee members.

- 2.) All bargaining by the parties shall commence during the regular work day unless mutual agreement is reached to commence bargaining at other times.
- 3.) All members of the bargaining committee shall be replaced, with pay, for any day they participate in negotiations and are scheduled to work, regardless of what shift they are scheduled to work. The size of the bargaining committee will be six (6) bargaining members.

ARTICLE 12 Special Conferences

A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

B. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 13 Safety Committee

A. A safety committee of employees and the Employer is hereby established. This committee shall consist of the Stewards, Employer's designees and shall meet quarterly or upon request of either party with the Employer during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the committee, and the Union wishes to carry the matter further, such shall become a proper subject for a special conference.

ARTICLE 14 Grievance Procedure

A. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall

serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

B. In order to be a proper matter for the grievance procedure, the grievance must be presented, in writing, within forty (40) calendar days of the employee's knowledge of its occurrence.

C. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

D. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within forty (40) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one (1) or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

E. Any grievance not answered within the time limits by the Employer shall be advanced to the next step.

F. Any grievance not advanced to the next step by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

G. Time limits, at any step, may be extended in writing, by mutual agreement.

H. Any employee having a grievance must present it to the Employer as follows:

STEP 1:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.

(b) The Steward and grieving employee must discuss the grievance with their Director.

If the grievance remains unsettled after Step 1, it may progress to Step 2.

STEP 2:

(a) The Steward or the Chapter Chairperson will submit the grievance in written form to the Administrator.

(b) Upon receipt of the grievance, the Administrator will sign and date the Steward's or Chapter Chairperson's copy.

(c) Within seven (7) calendar days after receiving the grievance, the Administrator will provide a written response to the Steward or the Chapter Chairperson. If the Administrator is not available, the Director next in the chain of command shall respond.

If the grievance remains unsettled after Step 2, it may progress to Step 3.

STEP 3:

- (a) Within thirty (30) calendar days after the response is received from the Administrator, the Union will submit the grievance in written form to the Secretary of the Family Independence Agency Board.
- (b) Upon receipt of the grievance, the Secretary of the Family Independence Agency Board will sign and date the Chapter Chairperson's copy.
- (c) Within ten (10) calendar days after receiving the grievance, the Secretary of the Family Independence Agency Board will notify the Chapter Chairperson, in writing, of the date and time of the Board Meeting at which the grievance will be discussed.
- (d) Within ten (10) calendar days after the Board Meeting at which the grievance was discussed, the Secretary of the Family Independence Agency Board will provide a written response to the Chapter Chairperson.

If the grievance remains unsettled after Step 3, it may progress to Step 4.

STEP 4:

- (a) Within ninety (90) calendar days after the response is received from the Family Independence Agency Board, Council #25 will file a Demand for Arbitration with the American Arbitration Association, Michigan Employment Relation Commission or Federal Mediation and Conciliation Service in accordance with procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association, Michigan Employment Relation Commission or Federal Mediation and Conciliation Service, rules and regulations.
- (c) The arbitrator's decision shall be final and binding upon the Union, the Employer and the employee in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement. The arbitrator shall make a judgement based on the express terms of this Agreement and shall have no authority to add to, or subtract from, any terms of this Agreement.
- (d) In cases of alleged resident abuse, under state and federal regulations an employee may file and process through Step 3 of this grievance procedure, a grievance concerning resident abuse that has been reported to and investigated by the Michigan Department of Public Health, or any other federal or state agency.

Should no resident abuse be found by the Michigan Department of Public Health, or any other agency, and the Employer is not prohibited from employing the individual, the individual shall be reinstated to their previous position with full back pay, benefits and seniority. If the Employer does not make the employee whole, or other violations are not resolved, the grievance that was filed through Step 3 shall then be processed to Step 4, arbitration.

If the Michigan Department of Public Health, or any other agency, finds the employee abused a resident, and if the decision is not reversed by appeal through the appropriate agency or court, termination of the employee's employment will be

sustained and may not be appealed to arbitration.

- (e) The expense of the arbitrator shall be shared equally between the Union and the Employer.

ARTICLE 15

Discharge and Suspension

- A.** The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and the Chapter Chairperson of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- B.** The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward or alternate steward, and the Employer will make the steward or alternate steward available, if working, and provide a meeting room where the discharge or suspension may be discussed before the employee is required to leave the property of the Employer. The Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
- C.** Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.
- D.** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- E.** Any Nurse Aide who fails to attain certification as required by the Federal Government and the State of Michigan, shall be subject to termination as a Nurse's Aide. These employees may use bumping rights provided qualifications for the new job classification are met.

ARTICLE 16

Defining Part-time and Full-time Employees

- A.** Part-time Employees: An employee that has successfully completed the probationary period as herein defined and has been accepted as a part-time employee subject to part-time call.
- B.** Full-time Employees: An employee who has accepted a full-time position under the appropriate sections of this Agreement.

ARTICLE 17
Seniority (Probationary Employees)

A. New employees hired in the unit shall be considered as probationary employees for the first four hundred and eighty (480) working hours. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working shifts prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement. During such probationary period, the Employer may lay off or dismiss any employee, except that no such employee shall be laid off or dismissed for lawful Union activity.

C. Seniority shall be on a departmental basis, in accordance with the employee's last date of hire. In the event more than one (1) employee is hired on the same date, order of seniority shall be determined by the last four (4) digits in their Social Security number of the employees involved (lowest being first).

D. The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairperson and the new employee(s) for the purpose of welcoming the new employee(s), furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the Union organization and providing any other pertinent Union information.

ARTICLE 18
Seniority List Posting

A. The Employer agrees to post and supply the Chapter Chairperson on the date of this Agreement and update semi-annually thereafter, two (2) seniority lists, one (1) for full-time and one (1) for part-time employees, by seniority. An employee's standing on the published list will be final unless protested in writing within forty-five (45) calendar days to the Employer's personnel office after the list has been posted on the Employer's bulletin board. The list will show the date of hire, name and current job title of all employees of the unit entitled to seniority.

B. Adjustments to the seniority lists due to employee unexcused absences, will be made as needed.

ARTICLE 19
Loss of Seniority

- A.** An employee shall lose his seniority for the following reasons only:
- 1.) He quits.
 - 2.) He is discharged for cause.
 - 3.) He is absent for three (3) consecutive scheduled days of work without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the second step of the grievance procedure.
 - 4.) Return from sick leave and leaves of absence will be treated the same as 3.) above.
 - 5.) He retires.
 - 6.) A settlement with the employee has been made for total disability.
- B.** An employee will not accrue seniority when absent from work for the following reasons:
- 1.) Unexcused absences.
 - 2.) Unpaid Family and Medical Leaves of Absence.
 - 3.) As specified elsewhere in this Agreement.
- C.** An employee returning from a Leave of Absence which was granted for the purpose of preserving his full Social Security entitlement, shall have lost all his seniority and shall return at the bottom of the part-time seniority list.

ARTICLE 20
Seniority of Officers and Stewards

- A.** The Chapter Chairperson and the Chief Steward, in that order, shall head the seniority list of the unit during their term of office for layoff and recall purposes only.

ARTICLE 21
Layoff Defined

- A.** The word "layoff" means a reduction in the work force. This reduction may be the result of a decrease of work or adverse financial conditions.
- B.** In the event of a layoff, the Employer shall meet with the proper unit representatives at least three (3) weeks prior to the effective date of layoff, provided the Employer has had sufficient time to meet the

time limit. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their name, seniority and job title. If the results of such meeting are not conclusive, the matter shall become a proper subject for the third step of the grievance procedure.

C. When a layoff takes place within a department, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

D. A senior employee being laid off may use bumping rights against a junior employee of another department provided they are qualified to perform the work.

E. Departmental or interdepartmental bumping shall entitle a seniority employee with shift preference.

F. An employee who is to be laid off will receive at least fourteen (14) calendar days' advance notice of layoff.

G. There shall be no scheduled overtime in a job classification experiencing a layoff.

ARTICLE 22 Recall Procedure

A. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made. Employees who have been laid off and used their bumping rights to another department shall be called back to their original job when being recalled. An employee may choose to return or not to return to their original job.

ARTICLE 23 Transfers

A. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. After the six (6) month period, the employee's seniority shall be frozen at the level accumulated at the time of transfer.

ARTICLE 24
Job Posting and Bidding Procedures

A. Vacancies and/or newly created positions within the bargaining unit shall be posted within ten (10) calendar days of the date the vacancy occurs. Vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Vacancies will be posted for a period of ten (10) calendar days, setting forth the minimum requirements for the position in a conspicuous place on the bulletin board by each time clock. Employees interested shall apply in writing within the ten (10) calendar days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a thirty (30) calendar day trial period to determine:

(1) His desire to remain on the job; (2) His ability to perform the job.

B. The job shall be awarded or denied within ten (10) calendar days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. The Employer shall furnish the Chapter Chairperson with a copy of each job posting, list of applicants and who was awarded the job.

C. During the thirty (30) calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new classification, notice and reasons shall be submitted to the employee and his steward, in writing.

D. During the trial period employees will receive the one (1) year rate in the new classification to which they have bid; afterwards, Facility seniority will apply for computing wages and fringe benefits.

E. Employees bidding into another department shall carry their seniority for layoff purposes, but shall be placed at the bottom of the departmental seniority list.

ARTICLE 25
Temporary Assignments

A. Temporary assignments for the purpose of filling vacancies of thirty (30) calendar days or more of employees who are on vacation, absent because of illness, etc., normally will be granted to:

- 1.) The senior part-time employee within the department.
- 2.) The senior full-time employee within the department.
- 3.) The senior full-time employee, facility-wide, provided the employee has the qualifications to perform the work.
- 4.) The senior part-time employee, facility-wide, provided the employee has the qualifications to perform the work.

B. Such employee will receive the rate of pay of the higher classification for all hours worked while

filling such vacancy and shall remain in that assignment until the regular employee is able to return to work full-time.

C. Part-time employees filling a temporary assignment shall be eligible for full-time benefits after completion of six (6) months in the temporary assignment.

ARTICLE 26 Working Hours

A. Insofar as is practical, the forty (40) hour work week shall be based on five (5) consecutive eight (8) hour shifts.

B. The starting work week will begin on Monday morning at 7:00 a.m. for all departments. There may be a variance in starting and quitting time of particular jobs to make the shift comparable to the services required. However, in general, the normal shifts, lunch periods and breaks shall be:

- 1.) Day shift: 7 a.m. to 3 p.m., with one-half (1/2) hour for lunch and one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.
- 2.) Afternoon shift: 3 p.m. to 11 p.m., with one-half (1/2) hour for lunch and one-half (1/2) hour break in the evening.
- 3.) Night shift: 11 p.m. to 7 a.m., is a continuous on-call shift with lunch periods and break correlated with service requirements.

ARTICLE 27 Equalization of Overtime Hours and Additional Hours

A. Overtime hours and additional hours shall be divided as equally as possible among employees in the same job classification. Overtime hours and additional hours shall be equalized over periods not to exceed sixty (60) days.

B. Employees desiring overtime hours and additional hours shall be required to sign the overtime form. Any employee signing the overtime form after the overtime list is already in effect shall be charged with the same amount of overtime shifts as shown for the employee with the highest number.

C. The Employer will post a monthly list showing cumulative overtime hours and additional hours, computed from January 1 through December 31 each year.

D. Hours not worked because an employee was not available, or chose not to work, will be recorded as hours worked.

E. In the event the Employer is unable to fill overtime hours or additional hours, an employee from the previous shift will be allowed to work the first four (4) hours of a shift, and an employee from the following shift will be allowed to work the second four (4) hours. In the event no Union member elects to work, the Employer may require the least senior employee in that job classification to remain on the job in order to meet minimum staffing requirements.

F. These procedures shall be utilized for vacancies of less than thirty (30) calendar days.

G. An employee's scheduled shift may be altered or eliminated, by mutual agreement between the Employer and the affected employee.

ARTICLE 28

Rates for New Jobs

A. When the Employer creates a new position, the Union will be notified of the classification and rate structure prior to its becoming effective. In the event the Union does not agree with the classification or rate structure, it shall be subject to negotiations.

ARTICLE 29

Wages

A. Wages shall be as set forth in Appendix A and Appendix A - 1, attached as a part of this Agreement.

B. New employees with three (3) or more years comparable experience in a hospital, nursing home, or long term care setting, will be placed on the wage scale at the one (1) year level after completion of their probationary period.

C. Any time an employee reports for his regular shift and then is 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.

D. Shift differential of twenty-five cents (\$.25) per hour will be paid to those employees working between the hours of 3 p.m. to 11 p.m., and thirty cents (\$.30) for 11 p.m. to 7 a.m.

E. 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.

F. An employee reporting for work outside his regular scheduled shift shall be guaranteed at least three (3) hours pay.

G. When a senior employee is required to perform a salaried employee's duties, they shall be paid fifty cents (\$.50) per hour above their regular rate of pay.

H. Dietary aides filling in as cook's helper shall receive fifteen cents (\$.15) per hour additional wages.

ARTICLE 30 Longevity Pay

A. Employees shall be eligible for longevity pay as follows:

Continuous Service	Longevity Pay
At least five (5) years but less than ten (10) years	\$50.00
At least ten (10) years but less than fifteen (15) years	\$100.00
At least fifteen (15) years but less than twenty (20) years	\$150.00
At least twenty (20) years	\$200.00

B. Longevity pay is a lump sum annual payment to eligible employees.

C. For purposes of this article, an employee's years of continuous service shall be computed from the most recent date of hire into the bargaining unit.

1.) Periods of unpaid leaves of absence, disciplinary suspensions, and workers' compensation leaves shall not be considered as periods of employment for the computation of continuous service.

D. Longevity will be issued by separate check on the employee's anniversary date.

ARTICLE 31 Overtime

A. Time and one-half will be paid as follows:

- 1.) For all hours over eight (8) in a twenty-four (24) hour period.
- 2.) For hours in excess of a forty (40) hour work week.
- 3.) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

B. There shall be no pyramiding of overtime hours.

C. Sick days, vacation days, holidays or personal leave days are not considered as hours worked for the purpose of computing overtime.

ARTICLE 32 Retroactivity

A. Any retroactive payments required under this contract shall be paid to the employees within three (3) months from the date a settlement is reached.

ARTICLE 33 Holidays

A. The paid holidays are designated as:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

B. Employees will be paid their current rate based on their regular scheduled work day for said holidays.

C. Full- and part-time employees will receive their birthday off with eight (8) hours of holiday pay at their regular rate of pay.

- 1.) As scheduling permits, employees shall take any day off during the pay period in which their birthday appears, as their birthday holiday. The employee shall notify the Employer fourteen (14) calendar days prior to the pay period in which the birthday appears of the actual day that the employee wants as a holiday.
- 2.) If an employee's birthday falls on a day off, an alternate day off shall be taken within the same pay period, but cannot be taken on another paid holiday as defined in this Agreement.

D. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. This paragraph shall apply only to the employees whose standard work week is Monday through Friday.

E. Part-time employees do not receive holiday pay for holidays that they do not work, except for their birthday holiday for which they receive eight (8) hours holiday pay. If a part-time employee works on a holiday, they will receive eight (8) hours holiday pay at their regular rate and be paid for time worked at the overtime rate.

- F. The regular schedule shall not be changed to prevent the payment of holiday premium pay.
- G. Employees must work the regular scheduled day before and the regular scheduled day after the holiday in order to qualify for holiday pay. Employees who have established a record or pattern of taking the day before or the day after a holiday as a sick day may be required by the Employer, at the Employer's expense, to provide a doctor's certificate verifying illness. Such request shall be made known to the employee at the time of call-in to report illness.

**ARTICLE 34
Vacation**

A. An employee will earn credits toward vacation with pay in accordance with the following schedule:

1 year of service.....	48 hours/6 days of vacation
2 years of service.....	88 hours/11 days of vacation
5 years of service.....	144 hours/18 days of vacation
7 years of service.....	152 hours/19 days of vacation
9 years of service.....	160 hours/20 days of vacation
11 years of service.....	168 hours/ 21 days of vacation
13 years of service.....	176 hours/22 days of vacation
15 years of service.....	184 hours/23 days of vacation
20 years of service.....	224 hours/28 days of vacation
22 years of service.....	232 hours/29 days of vacation

- B. After the first anniversary, employees shall be allowed to use their vacation time as it is earned.
- C. Part-time employees shall receive pro-rated vacations based on the following formula in conjunction with the above schedule:

$$\frac{\text{Hours worked}}{80} \times (\text{days/chart} \times 8 \text{ hours}) = \text{credited hours}$$

- D. Vacations for all employees is determined by anniversary date.
- E. Employees shall be allowed two (2) Short Notice Vacation Days per year. The employee must give notice of the use of the Short Notice Vacation Day(s) in accordance with the established call-in procedures. The Employer shall not deny the availability of this day(s). This right is limited to two (2) days per year but may be extended to include additional days at the discretion of the Administrator or his/her designee. If an employee has one (1) or two (2) Short Notice Vacation Day(s) remaining at the end of a calendar year, he shall then be allowed to carry over one (1) Short Notice Vacation Day to the following calendar year to have a maximum of three (3) Short Notice Vacation Days for that year.
- F. Employees wishing to exercise their seniority rights for vacation purposes must apply for their vacation request prior to May 1st of the current year. After the May 1st deadline, if two (2) or more

employees request the same vacation time, the earliest request shall have preference, provided the time requested does not conflict with the vacation request submitted prior to May 1st of the current year. Vacations will be granted at such times during the year as requested by the employee as long as it does not interfere with the efficient operation of the Facility. Employees requesting vacations prior to May 1st shall receive an approval or disapproval from the Employer, within one (1) month provided the submitted request allows the Employer sufficient time to respond. Employees requesting vacations after May 1st must submit requests two (2) weeks in advance and the Employer shall approve or disapprove two (2) weeks prior to the start of the vacation. If request is submitted exactly two (2) weeks prior to start of the vacation, the Employer shall approve or disapprove the request within ten (10) calendar days prior to the start of the vacation.

G. When a holiday is observed during a vacation period, it shall not be counted as a vacation day for staff employees. Part-time employees using a vacation day on a holiday shall receive regular vacation pay, as part-time employees do not receive holiday pay unless it is worked.

H. A vacation may not be waived by an employee and extra pay received for work during that period.

I. If an employee is on vacation and becomes ill, they may use their sick days by notifying their Department Supervisor of their illness. This sick leave request must be substantiated by a physician's certificate. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation for those days in excess of the maximum accumulation.

J. Accumulation of vacation shall not exceed forty-five (45) days/three hundred sixty (360) hours of earned vacation. If accumulation exceeds forty-five (45) days/three hundred sixty (360) hours in any year, the excess will be forfeited.

K. If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation, provided a request is made to the Payroll Department two (2) weeks in advance.

L. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year. In case of the death of an employee, payment for all accumulated vacation days will be made to the employee's beneficiary or to his estate, where a beneficiary has not been named.

M. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35
Personal Leave Days

- A. All full-time employees shall be entitled to three (3) paid personal leave days/twenty-four (24) hours not chargeable to sick days and three (3) personal leave days/twenty-four (24) hours non-compensable or charged to sick days accumulation at option of employee.
- B. All part-time employees shall be entitled to one (1) paid personal leave day/eight (8) hours not chargeable to sick days and two (2) personal leave days/sixteen (16) hours non-compensable or charged to sick days accumulation at option of employee.
- C. A written request must be submitted in advance of the personal leave day being taken. Departmental needs shall determine if the day(s) is granted.
- D. An employee will earn their personal leave days on their date of hire and annually thereafter, on the anniversary of their date of hire. These days shall be non-cumulative.

ARTICLE 36
Sick Days

- A. Full-time employees will be credited at the rate of one (1) day or eight (8) hours for each completed month of service and accumulation shall not be limited. Part-time employees shall be pro-rated using the following formula:

$$\frac{\text{Hours Worked}}{80} \times 4 \text{ Hours} = \text{hours credited}$$

- B. An employee may use sick days for regular scheduled days only.
- C. Sick days may be used for an employee's doctor or dental appointment. Employees leaving work for appointments shall be paid for hours worked and remainder of shift shall be chargeable to sick days. Employees shall make an effort to make medical/dental appointments during non-working hours.
- D. An employee may use his sick days for absence due to illness, injury, or for absence due to illness, injury of others as specified as follows: Immediate family which necessitates his or her absence from work. Immediate family is to be defined as follows: parents, step-parents, brother, sister, spouse, children, step-children, parents-in-law, grandchildren, or any person for whose financial or physical care the employee is principally responsible.
- E. If an employee is off due to illness for more than three (3) consecutive scheduled days of work, the illness may, upon request of the supervisor, be substantiated by a physician's certificate before the

employee may return to work.

F. 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 be dealt with according to Article 15 of this Agreement. Accidents or death will be an exception.

G. When illness necessitates an employee leaving work (once reporting for work), hours worked will be paid as worked. The remainder of the shift to be charged to sick days (if available).

H. Employees who have no sick days to their credit will be paid for the hours worked, with lost time for the remainder of the shift.

I. Payment for accumulated sick days on separation from County service will be made as follows:

- 1.) On leaving the County service at normal retirement age, as defined in the Gogebic County Employees' Retirement Ordinance to accept a retirement allowance, such employees will receive a cash payment of one hundred percent (100%) of sick leave standing to his credit, and payment shall be computed on the current salary scale of the employee involved.
- 2.) 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.
- 3.) When an employee is separated from the Medical Care Facility service for reasons other than improper conduct, acts or omissions of the employee, the employee will receive a cash payment based on the formula of this Article.
- 4.) Any employee who leaves the County service of his own volition shall receive sixty percent (60%) of sick leave standing to his credit and payment shall be computed on the current salary scale of the employee involved.
- 5.) Any Medical Care Facility employee who is discharged for cause shall forfeit all claims to accumulated sick days including those under Section I 1.) through 4.) of this Article, unless such discharge is subsequently revoked or modified through the appeals procedure of Article 14.

ARTICLE 37 Funeral Days

A. An employee shall be entitled to three (3) paid funeral days, not to be deducted from sick days, in the event of a death in the immediate family. Immediate family is to be defined as follows: parents, parents-in-law, step-parents, brother, sister, spouse, children, step-children, sister and brother-in-law, son and daughter-in-law, grandchildren and natural grandparents, or any person for whose financial or physical

care the employee is principally responsible.

B. In the event that the funeral of a member of the immediate family is held at a location more than 350 miles from Gogebic Medical Care Facility, the employee will be entitled to two (2) additional paid funeral days.

C. Paid funeral days are to be used for regularly scheduled work days only.

D. Paid funeral days must be taken within a six (6) calendar day period beginning with the day of death. If an employee has worked their scheduled shift on the day of death, the six (6) calendar day period will begin the following day.

E. Any employee selected to be a pall bearer for a deceased employee will be entitled to one (1) paid funeral day, not to be deducted from sick days.

F. The Chapter Chairperson shall be entitled to one (1) paid funeral day in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

G. An employee shall be allowed to use a day of accrued paid personal leave days, vacation days or a short notice vacation day to attend a funeral of someone other than immediate family as defined by contract, provided daily staffing permits. In this situation a two (2) week advance request will not be required.

ARTICLE 38 Jury Duty

A. If an employee is required to and does report for jury duty or jury service, he shall be granted time off for that purpose and shall be paid by the Employer his regular wage for each day of jury service, provided, any jury compensation that is received with the exception of travel allowance, is turned over intact to the Employer. An employee called for jury duty not awaiting selection as a juror or acting as a juror in a case being tried shall immediately return to this job at the Medical Care Facility.

ARTICLE 39 Leaves of Absence

A. Approved leaves of absence, without pay or benefits, will be granted, in writing, without accrual of seniority, and approved leaves of absence with pay or benefits, will be granted, in writing without loss of accrual of seniority for:

- 1.) Serving in any elected or appointed position, public or union, (one (1) year), provided the employee has worked a year prior to requesting the leave.
- 2.) Maternity leave shall be in accordance with the law.
- 3.) Illness leave (physical or mental) for employees only for up to one (1) year provided:
 - (a) The employee's need for the leave of absence is a serious health condition as defined by the Family and Medical Leave Act;
 - (b) A doctor's statement clearly indicates the employee's need for a leave of absence;
 - (c) The employee provides a doctor's statement every thirty (30) days verifying the need to continue the leave of absence.
 - (d) The employee has worked a year prior to requesting the leave;
 - (e) The employee has exhausted all sick days;
 - (f) The employee may be required to receive a second opinion at the request and expense of the Employer;
 - (g) If the employee is unable to return to work at the end of one (1) year, the Administrator and the Family Independence Agency Board may grant a further extension of the leave, or terminate the employee. If the employee is terminated and subsequently re-employed, the employee shall be considered a new employee for all purposes.
- 4.) Educational Leave (one (1) year), provided the employee has worked a year prior to requesting the leave.
- 5.) Prolonged illness in the immediate family will be as provided by the FMLA.

B. Employees shall not accrue seniority while on any unpaid leave of absence granted by the provision of this Agreement. Employees returning from a leave of absence granted for illness or prolonged illness shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him if his previous position has been eliminated. Employees returning from serving in an elected or appointed position, public or union, or an educational leave shall be returned to a part-time position to which their seniority entitles them.

C. Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend.

ARTICLE 40

Worker's Compensation

A. Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee receiving Worker's Compensation may, at the employee's option, receive, in addition to his Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his net weekly income. This amount will be

deducted from the employee's accumulated sick days.

ARTICLE 41 Retirement Plan

- A.** The Board will continue its participation in the County Plan Retirement system as provided for by the County Board of Commissioners prescribed by statute.
- B.** Each employee must attach a copy of their birth certificate to the membership form.
- C.** It is understood that if either the employees of MNA or SEIU receive any increase in pension benefits, that the same will be given to those employees of AFSCME. It is further understood that this Section C shall expire with the term of this Agreement.

ARTICLE 42 Medical, Dental and Vision Coverage

- A.** The Employer will provide all employees working set hours of sixty (60) or more in an eighty (80) hour pay period, Blue Cross/Blue Shield Major Medical Insurance coverage at no expense to the employee. The coverage shall be Predetermination Blue Cross Comprehensive Hospitalization Certificate #959. Catastrophic Master Medical Option II, ML, D45NM, GCP-2014, F613, SA244, and Blue Shield MVF-1, preferred group benefit, FC1945, SD4651, FAE RC, VST riders. Blue Cross/Blue Shield Dental 50% on Classes I and II with 800 maximum benefit for every contract year per member. Blue Cross/Blue Shield Vision Care. The rules of the Michigan Blue Cross/Blue Shield or equivalent shall prevail as to minimum hours needed to be eligible to become a member and time needed for enrollment.
- B.** Effective January 1, 1987, there will be a \$3 co-pay for prescriptions. This rate is subject to change in accordance with Blue Cross/Blue Shield changes.
- C.** If an eligible employee chooses not to enroll, they will be paid an amount equal to one-half (1/2) the single subscriber rate.
- D.** The Employer shall pay fifty percent (50%) of the hospitalization cost, single coverage, for an employee who retires from the Facility through the County Retirement System. This coverage will be carried by the Employer for an employee between the ages of 60 - 65.
- E.** An employee's portion of monthly premium payments will be deducted equally from his semi-monthly paychecks.

ARTICLE 43
Physical Examination

A. Prior to beginning work at the Gogebic Medical Care Facility, an employee shall be required to receive a physical examination. An employee may go to a physician of their choice to have their physical. Employees must be employed at least six (6) months or successfully complete the probationary period, whichever comes first, to qualify for the Employer to reimburse the employee a maximum of fifty (50) dollars towards the physical examination. The employee must submit the physical examination voucher prior to receiving the fifty (50) dollar reimbursement.

ARTICLE 44
Life Insurance Coverage

A. The Employer will provide life insurance in the amount of \$6,000 for each full-time employee and \$4,000 for each part-time employee.

B. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 45
Unemployment Insurance

A. The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 46
Veteran's Rights

A. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 47
Computation of Benefits

A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. An employee who quits employment without a two (2) week

notice relinquishes payment of accrued benefits.

ARTICLE 48

Contracting and Sub-Contracting of Work

A. During the term of this Agreement the Employer shall be allowed to contract out or sub-contract work as long as it does not replace or displace bargaining unit members or reduce their hours.

ARTICLE 49

Work Performed by Supervisors

A. Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE 50

Miscellaneous Provisions

A. Union Representatives, after first notifying the Facility Administrator, may visit the areas of the Facility where the employees they represent are located for the purpose of representing such employees in accordance with this Agreement, or investigation of grievances, at reasonable intervals during working hours; provided that they do not interfere with resident care or interfere with the employees in the performance of their duties.

B. 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.

C. Should any provision of this Agreement be found to be in violation of any Federal or State law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

D. The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

E. The Employer agrees to provide coffee for the employees' lunch and coffee breaks.

F. The Employer will provide bulletin boards by each time clock which may be used only by the Union for posting notices pertaining to union business.

- G. Employees shall be paid at their regular straight time rate for all meetings they are required to attend (Safety, Labor Management and mandatory in-service).
- H. During business hours, the Union, on their own time, can use Employer equipment and paper to make copies of their Agreement.
- I. This contract shall be signed within forty (40) calendar days after ratification.

ARTICLE 51
Termination and Modification

- A. This Agreement shall be effective January 1, 1997, and shall continue in effect through December 31, 1998.
- B. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) calendar days prior to the above termination date, give written notification of same.
- C. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) calendar days' written notice prior to the current year's termination date.
- D. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination.
- E. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- F. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to: Michigan Council #25, AFSCME, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, to: Gogebic Medical Care Facility, Wico Location, Wakefield, Michigan 49968; or to any such address as the Union or the Employer may make available to each other.

**APPENDIX A
WAGE SCALE
Effective January 1, 1997**

Years of Service	Base	1	2	5	8	10	12	14	16	18	20	22	24	26	28
NURSING DEPARTMENT															
Nurses Aide	7.78	8.92	9.07	9.25	9.32	9.51	9.79	10.07	10.35	10.65	10.96	11.06	11.17	11.28	11.39
Scheduling Clerk	7.78	8.92	9.07	9.25	9.32	9.51	9.79	10.07	10.35	10.65	10.96	11.06	11.17	11.28	11.39
Physical Therapy Aide	7.78	8.92	9.07	9.25	9.32	9.51	9.79	10.07	10.35	10.65	10.96	11.06	11.17	11.28	11.39
MEDICAL RECORDS DEPARTMENT															
Medical Records Technician	9.43	9.63	10.06	10.22	10.31	10.49	10.75	11.02	11.32	11.61	11.91	12.03	12.13	12.23	12.35
Medical Records Coordinator	8.33	8.53	8.96	9.11	9.21	9.39	9.65	9.92	10.22	10.51	10.80	10.93	11.02	11.13	11.25
SOCIAL SERVICES DEPARTMENT															
Admissions Clerk	8.33	8.53	8.96	9.11	9.21	9.39	9.65	9.92	10.22	10.51	10.80	10.93	11.02	11.13	11.25
ACTIVITY DEPARTMENT															
Activity Aide	8.14	8.54	8.70	8.86	8.96	9.11	9.39	9.65	9.92	10.22	10.51	10.59	10.71	10.80	10.93
SUPPLY DEPARTMENT															
Stockroom Clerk	8.55	8.80	8.96	9.11	9.21	9.39	9.65	9.92	10.22	10.51	10.80	10.93	11.02	11.13	11.25
DIETARY DEPARTMENT															
First Cook	8.41	8.97	9.15	9.31	9.40	9.59	9.86	10.13	10.43	10.73	11.04	11.15	11.26	11.36	11.48
Second Cook	8.18	8.61	8.79	8.96	9.04	9.21	9.48	9.75	10.03	10.31	10.62	10.72	10.81	10.94	11.04
Dietary Aide	7.79	8.35	8.52	8.66	8.76	8.92	9.17	9.43	9.70	9.97	10.27	10.36	10.47	10.55	10.65
LAUNDRY DEPARTMENT															
Laundry Aide	7.79	8.35	8.52	8.66	8.76	8.92	9.17	9.43	9.70	9.97	10.27	10.36	10.47	10.55	10.65
HOUSEKEEPING DEPARTMENT															
Housekeeping Aide	7.79	8.35	8.52	8.66	8.76	8.92	9.17	9.43	9.70	9.97	10.27	10.36	10.47	10.55	10.65
Crew Leader	8.41	8.97	9.15	9.31	9.40	9.59	9.86	10.13	10.43	10.73	11.04	11.15	11.26	11.36	11.48
MAINTENANCE DEPARTMENT															
Maintenance I	9.67	9.99	10.16	10.36	10.47	10.67	10.98	11.29	11.61	11.95	12.30	12.42	12.54	12.67	12.78
Janitor-Maintenance	8.93	9.27	9.41	9.60	9.70	9.88	10.16	10.44	10.74	11.05	11.36	11.46	11.58	11.68	11.79

APPENDIX A-1

WAGE SCALE

Effective January 1, 1998

It is agreed that Management and AFSCME will have a wage re-opener for 1998.

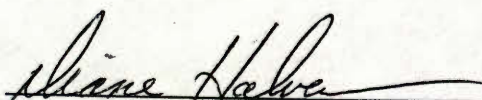
Years of Service	Base	1	2	5	8	10	12	14	16	18	20	22	24	26	28
NURSING DEPARTMENT															
Nurses Aide															
Scheduling Clerk															
Physical Therapy Aide															
MEDICAL RECORDS DEPARTMENT															
Medical Records Technician															
Medical Records Coordinator															
SOCIAL SERVICES DEPARTMENT															
Admissions Clerk															
ACTIVITY DEPARTMENT															
Activity Aide															
SUPPLY DEPARTMENT															
Stockroom Clerk															
DIETARY DEPARTMENT															
First Cook															
Second Cook															
Dietary Aide															
LAUNDRY DEPARTMENT															
Laundry Aide															
HOUSEKEEPING DEPARTMENT															
Housekeeping Aide															
Crew Leader															
MAINTENANCE DEPARTMENT															
Maintenance I															
Janitor-Maintenance															

APPENDIX B

IN WITNESS, WHEREOF the parties have executed this Agreement by their duly authorized representatives this twenty-fourth day of March 1997.

FOR THE UNION:

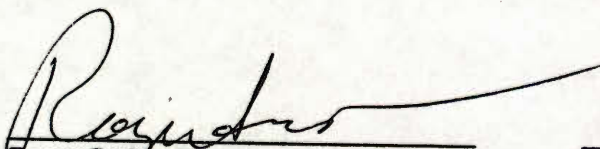
FOR THE EMPLOYER:



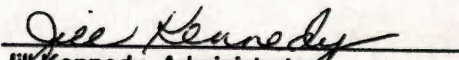
Diane Halverson, Chairperson
AFSCME, Local 992



Dale Ballone, Chairperson
Family Independence Agency Board



Roger Smith, Representative
Council #25, AFSCME, AFL-CIO



Jill Kennedy, Administrator
Gogebic Medical Care Facility