

~~1007~~ 1/31/93

AGREEMENT

between

Kith Haven

and

Local Union No. 332

Affiliated with

International Brotherhood

of

Teamsters, Chauffeurs, Warehousemen

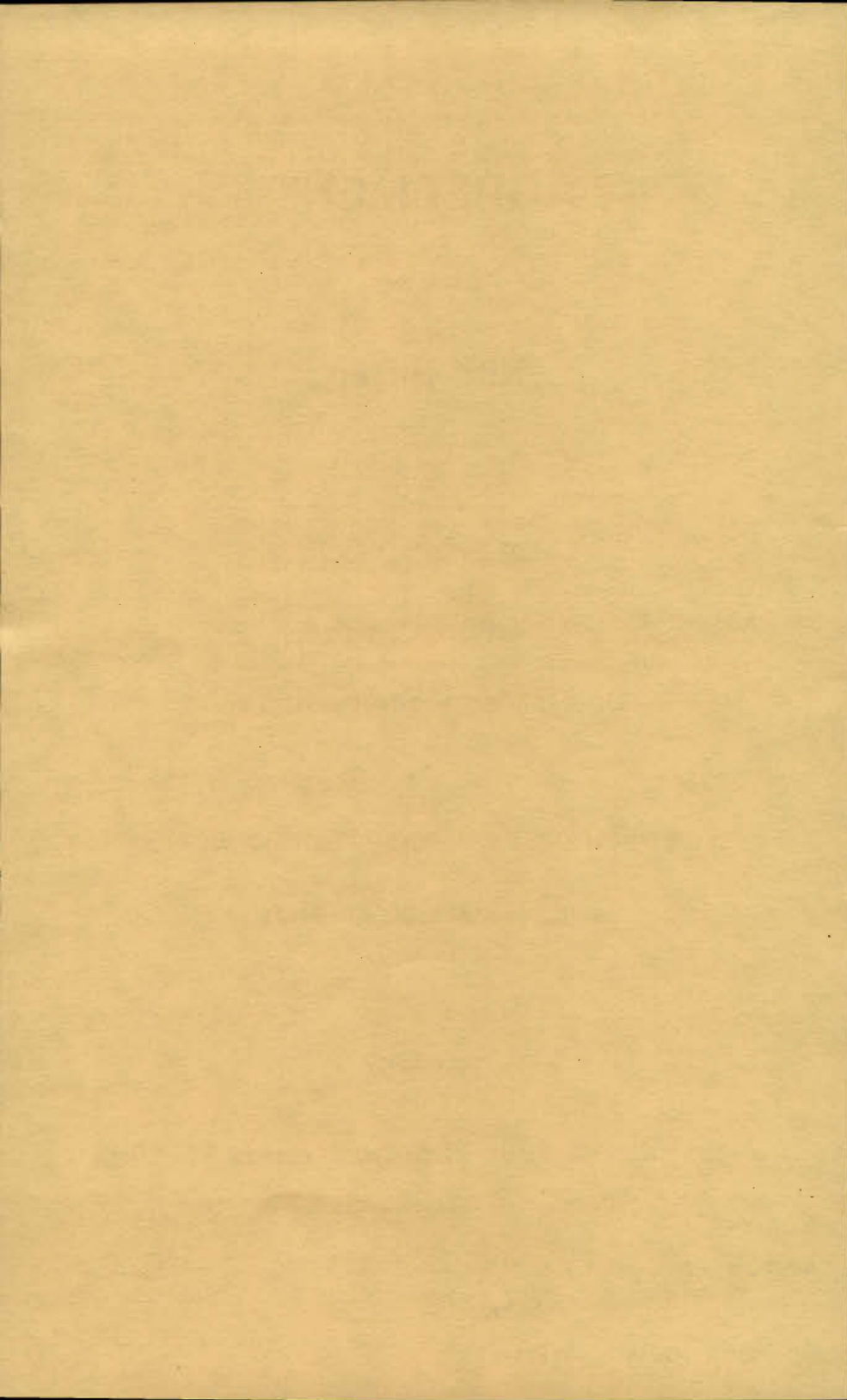
and Helpers of America

Kith Haven

TERMS:

November 6, 1989 through January 31, 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



INDEX

	Page
UNION DUES & FEES	3
GRIEVANCE PROCEDURE	6
SENIORITY	10
SHIFT PREFERENCE	13
LEAVES OF ABSENCE	14
PROMOTION	17
HOLIDAYS	18
WAGES, SHIFT PREMIUM	20/21
INSURANCE	21/22
VACATION	22A
FUNERAL LEAVE	24
JURY PAY	25
CREDIT UNION	27
PHYSICALS	27
WAGE SCALE	Exhibit "A"
WORK SCHEDULES	Exhibit "B"

A G R E E M E N T

This Agreement is made the 6th day of November, 1989 by and between BALLENGER HEALTH CARE SERVICES, INC., hereinafter referred to as the "Employer" and GENERAL DRIVERS AND HELPERS, LOCAL UNION NO. 332, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

Preamble - Intent and Purpose

Section 1 It is the intent and purpose of the parties to promote and improve the economic relations between the Employer and the Union, to establish a specific understanding relative to rates of pay, wages, hours of employment, and other specified conditions of employment, to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement, and to eliminate interruptions of work and interference with the efficient operation of the Employer's business.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by contract or past practice.

ARTICLE 1

RECOGNITION

The Employer recognizes 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, as stated herein, of all employees employed by the "Employer" at the facility located at 1069 North Ballenger Highway, within the unit specified in the NLRB Certification Case No. 7-RC-17451, including LPN's not functioning as supervisors, but excluding physical therapists, registered nurses, dietitians, office clerical employees, professional employees, guards, LPN's functioning as supervisors and other supervisors as defined in the Act. The provisions of this Agreement are binding upon all employees and may not be changed as to any individual.

ARTICLE II

EMPLOYEE PROTECTION -- 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 for the duration of this Agreement.
- B. 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 for the duration of this Agreement, on the first pay period of the month after an employee has been employed for a period of thirty-one (31) days.
- C. Nonpayment of special dues levied by Local Union No. 332, other than monthly dues and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.
- D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any such provisions.
- E. An employee who shall tender an initiation fee (if not already a member), and the periodic dues uniformly required.

as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this section.

- F. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than ninety (90) days in arrears in payment of membership dues.
- G. The Employer shall be notified in writing, by the Union, of any member who is ninety (90) days in arrears in payment of membership dues.
- H. The Chief Steward shall have super-seniority for the purpose of layoff and shift preference.

UNION DUES, SPECIAL ASSESSMENTS, and INITIATION FEES

- A. Employees may tender the initiation fee, special assessments uniformly applicable to all members, and monthly membership dues by signing the Authorization for Check-Off of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the valid Check-Off Authorization for payroll deduction.
- B. Check-Off deductions under all properly executed Authorizations for Check-off shall become effective upon signing of the Agreement and thereafter at the time the application is signed by the employee and shall be deducted from the Employer's second payroll of the month and each month thereafter.
- C. Deductions for any calendar month shall be remitted to the designated financial officer of the Union, accompanied by a list of those for whom dues have been deducted.
- D. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE III

EMPLOYER RESPONSIBILITY

The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection

with the exercise of such right, subject only to the employee's right to grieve, in accordance with the procedures later provided in this Agreement.

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to, (1) full and exclusive control of the management of the business, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay-off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE IV

REPRESENTATION

- A. Employees shall be represented by Stewards on each shift who shall be regular employees working in a classification and on that shift, according to the following schedule:

Shift	Number
1st	Chief Steward Steward Alternate Steward
2nd	Steward Alternate Steward
3rd	Steward Alternate Steward

B. The Employer recognizes the right of the Union to designate Stewards and Alternates. The employer shall recognize the authority of the Stewards (and Alternates in the absence of the Stewards), providing the Employer is notified in writing promptly after their designation as Stewards or Alternates. The authority of the Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The presentation of grievances in accordance with the grievance procedure, Article VII, through Step 2.
2. Grievances shall be processed outside working hours with the exception of Step 1 through Step 2, and unless the grievance is of such a serious nature that both parties mutually agree that the issue shall be discussed during working hours.
3. When a Steward is called in on a grievance during working hours, he/she shall confine his/her activities to the adjustment of a grievance and when not so engaged shall resume his/her regular work.
4. The privilege of Stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.
5. An employee who requests a steward before meeting with the company for a disciplinary interview shall not be required to meet without a steward or other witness if the steward is not at work.

ARTICLE V

BARGAINING COMMITTEE

The Employer recognizes a bargaining committee of three (3) members who shall be selected by the Union from among seniority employees, who shall be charged with the duty and responsibility to negotiate contracts. The names of the members of the bargaining committee shall be certified to the Employer by the Union, in writing, promptly after their designation as members of the committee. The three (3) members of such committee shall select one (1) of their members to act as Committee Chairman, and shall advise the Employer of the member designated as Chairman.

Time spend in meetings between the Union and Employer will be compensated during regular work hours on scheduled work days, not to exceed a total of twenty (20) hours per member.

ARTICLE VI

SPECIAL CONFERENCES

- A. Upon the request of either party, special conferences for important matters shall be arranged at a mutually agreed time within two (2) weeks of request between the Business Agent or his/her designated representative, and the Administrator or his/her designated representative.
- B. When such a meeting is scheduled, it shall be between two (2) representatives of the Union, and two (2) representatives of the Employer. In the event there are grievances from each shift to be discussed, there may be no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conference shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. This meeting may also be attended by a representative of the Council and/or a representative of the International Union.
- C. The Union representatives may meet at a place designated by the Employer on the Employer's property one-half (1/2) hour preceding the conference.
- D. If the meeting is requested by the Union, it will be held either after work hours without pay or if during the hours of their regular shift the two (2) Union representatives will be paid one-half of their regular rate of pay.
- E. If the meeting is requested by the Employer, Union representatives shall be paid for lost time during their regular work hours at one-half their regular rate of pay.
- F. Time spent by Stewards, members and officers of the Union in meeting with Management for any purpose except as provided in "D" and "E" above and Article IV, Section 2, 3 and 4, will not be paid by the Employer.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1

- A. It is mutually agreed that all grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance is defined as an alleged violation of a specified section or sections of this Agreement.

Every effort shall be made to adjust all controversies and disagreements between the Employer and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement, or arbitration, as hereinafter provided.

B. Should any grievance arise over the interpretation or application of the specified sections 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 An employee who has a grievance in connection with his/her own work should discuss the matter with the department head. In the event the matter is not resolved, the employee may request the Steward be present. A meeting or conference shall be scheduled without undue delay.

Step 1a Before proceeding to Step 2 hereinafter, it shall be the responsibility of the aggrieved employee, with the assistance of the Steward, to reduce any grievance to writing on the regular grievance form. The written grievance, signed by the aggrieved employee, shall be presented to the Employer, and the Employer is to answer same within seventy-two (72) hours of its presentation to the Supervisor. In the event the Employer fails to answer within the time limits, the grievance shall be automatically advanced to Step 2. In the event the Union wishes to appeal a timely Step 1 answer, the Administrator will be notified, in writing, within six (6) work days of the Step 1 answer.

Step 2 All appealed grievances shall be the subject of a conference between the Steward and/or a representative of the International Union and the Administrator or other designated representative of the Employer, or both, within ten (10) work days of written notice of appeal, excluding Saturdays and Sundays.

Step 3 In the event the parties fail to settle a grievance in Step 2, it shall be referred to arbitration upon the request of the Union within thirty (30) calendar days of the written Step 2 answer, this request to be signed by the Secretary-Treasurer and/or Business Agent.

Section 2 SPECIAL PROCEDURE -- SUSPENSION OR DISCHARGE

Any complaint that a suspension or discharge was without cause must be filed as a written grievance directly with the Administrator within six (6) work days of the date of notification of the discharge or suspension to the Steward or Alternate Steward. The written grievance shall be accompanied by a statement signed by the employee that he/she objects to the discharge and the specific reasons upon which

the objection is based. A meeting between the Union and the Employer will be scheduled within six (6) work days thereafter and the Employer will give a written disposition within six (6) work days after such meeting. If the grievance is not resolved, it may be appealed to arbitration within thirty (30) calendar days of the receipt by the Union representative of the Employer's written answer.

Section 3 TIME LIMITS

Any grievance not processed within the applicable time limits is considered settled on the basis of the Employer's last answer.

Written grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than five (5) work days after the alleged violation.

There shall be no processing of grievances during the first hour of the shift, except the presentation of grievances under Article VII, Section 2.

"Work days" is defined as Monday through Friday, excluding Saturday and Sunday.

PAY FOR STEP ONE GRIEVANCE TIME

1. When a Steward is called in on a grievance during working hours, he/she shall confine his/her activities to the adjustment of a grievance and when not so engaged shall resume his/her regular work.
2. The privilege of Stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances. Whenever practicable the steward will be released without undue delay.
3. Time spent by Stewards, members and officers of the Union in meetings with the management for any purpose other than settlement of grievances will not be paid for by the Employer, except as provided in Article VI "Special Conferences" sections "D" and "E"

ARTICLE VIII

ARBITRATION

If no written notice of appeal from the Union is received within thirty (30) calendar days of the written Step 2 Employer answer, the grievance shall be settled on the basis of the last Employer answer. If the Employer receives written notice of intent to arbitrate within the thirty (30) calendar day time limit provided above, the parties shall jointly apply for a listing of qualified arbitrators from the American Arbitration Association, and the arbitration procedure shall be conducted, including the selection of an arbitrator, in accordance with the American Arbitration Association Rules. The arbitrator shall have the jurisdiction to determine whether a grievance is arbitrable under the terms of this Agreement.

The decision of the Arbitrator on the issue of the grievance submitted to him shall be final and binding upon the Employer, the Union, and the aggrieved employee or employees. The Arbitrator is prohibited from adding to, subtracting from, or altering any of the provisions of this Agreement and his authority shall be confined to ruling on the specific terms of this Agreement.

Any award of back wages in the event of discharge or disciplinary suspension may, in the discretion of the Arbitrator, commence with the date of discharge or disciplinary suspension; and any award of back wages in the event of a grievance alleging a paycheck discrepancy shall be confined to the beginning of the pay period preceding the pay period in which the grievance was filed.

Any other award of back wages made by the Arbitrator shall be limited, from the date the grievance was submitted, to the amount of wages the employee would otherwise have earned from his/her employment with the Employer, less any unemployment compensation or other benefits or compensation for personal services that the employee may have received from any source other than supplemental income at time of termination during the period.

In rendering decisions, the Arbitrator shall have due regard for the rights of the Union provided in this Agreement, and for the rights and responsibilities of the Employer, and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities, except as those rights may be expressly conditioned by the Agreement.

Each of the parties, the Employer and the Union, shall bear its own expense in connection with the arbitration, but the fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

EXCLUSIONS FROM ARBITRATION

Section 1 No matter respecting the provisions of the insurance coverage shall be subject to the grievance procedure established in this Agreement, except carrier financial inability to honor claims or Employer failure to maintain continuity of coverage.

Section 2 "Temporary emergency contingency payments." The Employer reserves the right to pay rates in excess of the negotiated rates in order to meet the needs in this labor market.

These payments shall be temporary, shall be in the sole discretion of the Employer, and shall not be subject to the grievance procedure.

These payments are excluded from the Arbitration procedure.

ARTICLE IX

NO STRIKE -- NO LOCKOUT

Section 1 Union officials, Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any picketing, work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work or interference with production in or about the Employer's premises or property.

Section 2 If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the employer concerning him/her was not justified, shall have recourse to the appropriate grievance procedure.

Section 3 If any employee or employees represented by the Union should violate the intent of this Section, the Union will take positive measures to effect a prompt resumption of work.

Section 4 The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement and no discharge without twenty-four (24) hours notice to the Local Union.

ARTICLE X

SENIORITY

SENIORITY IS DEFINED as the length of service of the employee with the Employer from his/her last date of hire, and all Employer responsibility to the employee on the basis of seniority is as hereinafter set forth.

ACQUIRING SENIORITY

Section 1 In order to acquire seniority, a new or rehired employee must complete 90 calendar days of employment uninterrupted by layoff or leave of absence. During this period, the employee shall be considered probationary and may be terminated without recourse to the Grievance Procedure. In the event of a death or serious illness in the immediate family (spouse, parent, parent of current spouse, child, brother or sister), a probationer will be granted one excused absence not to be considered as a leave of absence not to exceed five (5) consecutive days. In order to acquire classification seniority, a full-time employee must satisfactorily complete the probationary period. (In the event the 90 calendar days of the employment are acquired within 120 days as a result of reinstatement of a probationer temporarily laid off, the date of entry into the classification shall be recorded as the date of hire.)

LOSS OF SENIORITY

Section 1 An employee shall be terminated and lose his/her seniority if:

- (a) The employee quits; and such employee shall be recorded as a voluntary quit.
- (b) The employee is discharged and not reinstated.
- (c) The employee fails to report for work upon notice of recall from layoff by certified mail or telegram to the last known address unless he/she notifies the supervisor within three (3) days, exclusive of days when no mail deliveries are made. Such an employee shall be recorded as a voluntary quit.
- (d) The employee is absent for any reason whatever for a period equivalent to accumulated seniority up to a maximum of twelve (12) months, except Occupational Disability Leave, as provided in Article XI, Section 3.

- (e) The employee is absent for three (3) consecutive days without notice to the employer and authorization for a leave of absence. The employee may be reinstated with full seniority if absent for no more than five (5) consecutive work days, but presents a reason satisfactory to the Employer for the employee's inability to secure a leave of absence.
- (f) The employee fails to report for work on his/her regular shift on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence.
- (g) The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
- (h) The employee is employed elsewhere during a leave of absence, except Union leave, as provided in Article XI, Section 7.

LAYOFF AND RECALL PROCEDURE

- (a) An employee shall be laid off or recalled from the classification affected on the basis of classification seniority, provided those retained in the classification have recorded seniority and have the ability to perform the work required in the classification.
- (b) An employee who has not acquired seniority in the classification affected shall be returned to the lower-rated classification in which he/she had established classification seniority.
- (c) In the event the employee has insufficient seniority to retain a position as outlined in (a) or (b) above, the employee may apply to the Administrator for other work in the unit to which no other employee is entitled. This clause shall not be used to evade the posting procedure.
- (d) In the event of layoff from a classification, temporary employees, probationary employees, part-time employees and full-time seniority employees will be laid off, in that order. Part-time employees who are offered full-time status and decline such status, will sign a waiver to full-time status and be eligible to recall to part-time status only.

NON-UNIT PROMOTION

If an employee is transferred to a position under the Employer not included in the bargaining unit, and is thereafter transferred again to a position within the unit, he/she shall retain accumulated seniority while working in the non-unit position. Employees shall maintain seniority for a period of thirty (30) days at which time their seniority will be frozen until they return to a classification within the unit.

SENIORITY LISTS

The employer shall provide and post a copy of the seniority list no more than once each four (4) months during the term of this Agreement. Such list shall be posted on the Union Bulletin Board, and any objection thereto must be filed as a grievance within ten (10) work days from receipt of the list.

SHIFT PREFERENCE

Annually, during the first two weeks in January and July, a seniority employee either part-time or full-time, may apply to the Administrator for transfer to full-time work in the employee's classification on another shift. Application shall be in writing on the form provided by the Employer.

Shift changes will be made as soon as possible in line with the seniority of the applicants subject to the following provision: Applicant must be qualified to perform the work satisfactorily.

Any adjustment will not interfere with efficiency of operations and a practical distribution of trained and experienced employees on different shifts. In the event the employer is unable to honor the request because of the efficiency of operations or an imbalance of skill between shifts, the employer shall have thirty (30) days within which to make the necessary arrangements to honor the request. Such preference may not be exercised more than once in any twelve month period.

In the event a vacancy occurs on a desired shift, the full-time applicant with the longest seniority may exercise the preference.

DESIGNATION OF STATUS

For the purposes of this Agreement, employees shall be designated at time of hire as full-time, part-time, or temporary.

A full-time employee shall be deemed to be an employee who is scheduled to work thirty-seven and one-half (37.5) hours per week, and a part-time employee shall be one who is scheduled to work less than thirty-seven and one-half (37.5) hours per week with no fixed date of termination.

A temporary employee shall be deemed to be an employee hired on a student cooperative program, an employee hired to work during a school recess period, or any other temporary employee who at time of hire has a fixed date of termination within ninety (90) days of hire. Temporary employees shall not acquire seniority, shall not exceed a ratio of 1 per 10 unit employees or fractional portion thereof or be covered by the provision of this Agreement, or be retained in employment when seniority employees in the bargaining unit are laid off in a reduction in force or required to work a schedule of reduced hours.

A part-time employee may acquire seniority for the purpose of lay-off and recall on a restricted seniority list by working 90 calendar days for the Employer, and such an employee shall be credited with one week's seniority for each thirty (30) hours worked.

Part-time employees who are normally scheduled to work twenty (20) hours or more per week shall accrue vacation credit at the rate of a full-time seniority employee's vacation schedule for each full week of seniority credited. Part-time employees may thus qualify either for fifty (50) percent of a full-time employee's vacation schedule or seventy-five (75) percent of a full-time employee's vacation schedule.

Part-time employees who are normally scheduled to work twenty (20) hours but less than thirty (30) hours per week shall be eligible for sickness and accident insurance on the basis of fifty (50) percent of the weekly benefit of full-time employees on the same terms and conditions as full-time employees.

Part-time employees who are normally scheduled to work thirty (30) hours per week, but less than full-time, shall be eligible for sickness and accident insurance on the basis of seventy-five (75) percent of the weekly benefit of full-time employees on the same terms and conditions as full-time employees.

Part-time employees who have acquired seniority and qualify under the provisions of the labor agreement shall receive holiday pay.

Except as specifically provided herein, a part-time employee shall not be covered by the provisions of this Agreement or be retained in employment when full-time seniority employees in the classification are laid off in a reduction in force.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Employees who have not completed their probationary period are not eligible for leaves of absence. A probationary employee may apply for and may be granted one (1) excused emergency absence not to exceed five (5) days in the event of death or critical illness in the immediate family (spouse, parent, parent of current spouse, child, brother, or sister).

Section 2. A leave of absence for personal reasons satisfactory to the Employer may be granted to an employee with seniority for a period not to exceed forty-five (45) calendar days. A written request must be submitted and approved prior to the start of the leave or any renewal thereof.

Section 3. OCCUPATIONAL DISABILITY LEAVE will be granted to an employee with a compensable occupational disability under the Workmen's Compensation Act of 1969, as evidenced by the Insurance Carrier. Such leave will be extended for a period that compensation is received, or until the employee is approved for return to work by the Company physician. In the event the employee is not approved for unrestricted work, he/she may, at his/her own expense, consult his/her own doctor and present such evidence in the grievance procedure within five (5) work days of the disposition by the Company physician.

Section 4(a): SICK OR NON-OCCUPATIONAL DISABILITY LEAVES OF ABSENCE shall be granted to employees for a period not to exceed ninety (90) calendar days upon confirmation of the illness or disability in the form of a doctor's statement in writing. The Employer reserves the right to verify the illness or disability through examination by Company-appointed physicians or specialists. Such leave shall be extended provided the extension is requested and approved prior to the expiration date of the original leave. Under no circumstances may the original leave, plus any extensions, exceed fifty-two (52) weeks.

Section 4:

(b) In the event the Employer's physician finds no disabling illness or disability requiring absence from work, the employee will within seven (7) days of notice:

- (1) Authorize release of medical records on a form provided by the Employer;
- (2) Submit written confirmation that the illness or disability prevents the employee from work activity; or
- (3) Be considered a voluntary quit.

(c) In the event the employee complies with 4 (b) (1) and 4 (b) (2), the parties shall select a third physician or specialist at joint expense, whose opinion shall be the basis for continuation of sick leave.

Section 5 MATERNITY LEAVE

A pregnant employee who has acquired seniority shall be granted a leave of absence, without pay, (not to exclude sickness and accident insurance benefits) for not more than six (6) months following the date of delivery or termination of pregnancy, in accordance with the following procedure. When pregnant, an employee shall be placed on a leave of absence if:

1. She requests it; and
2. Her physician recommends it; or
3. Attendance or performance becomes unsatisfactory because of pregnancy; subject to challenge in the grievance procedure.

In every case, the employee will be required to provide a statement from her physician setting forth:

1. The expected date of delivery.
2. Whether she may continue to perform her work assignments without limitation or restriction.
3. If so, for what period of time.

To return to work, the employee must apply in writing to the Personnel Office. She must accompany her request to return with a statement from her physician that she is able to work without limitation or restriction. If medical approval is obtained by the employee, the Employer shall return the employee to work in the same job classification which she was employed at the time the leave began, within fifteen (15) days of her request and documentation satisfactory to the Employer.

Maternity leave shall be extended up to six (6) months upon presentation of a statement from the employee's physician establishing to the satisfaction of the Employer the necessity for extension. No maternity leave shall exceed a maximum of one (1) year. Employees on maternity leave may continue Blue Cross coverage and life insurance coverage in the Employer's group for the duration of their leave by paying the premium in advance directly to the Employer.

Section 6. MILITARY LEAVE will be granted in accordance with the current amended Universal Military Training Act. An employee reinstated in accordance with the amended Universal Military Training Act, and who had insufficient vacation credit to qualify for pay in lieu of vacation at the time the leave was initiated, shall be credited with his/her credit hours at the time of his/her departure.

Section 7. UNION LEAVE OF ABSENCE

- (a) Upon certification by Local Union No. 332 to the Employer of the name of no more than one (1) employee elected or appointed to a permanent office in the Council or International union necessitating a leave of absence, such leave shall be granted for a period of one year and upon proper notice and certification annually shall be extended two (2) additional years. Such an employee shall be guaranteed re-employment if there is sufficient work in accordance with the employee's seniority at the then current rate of pay. Written notice for such leave, giving the length of leave, shall be given to the Employer as far in advance as possible, but in no event later than two (2) weeks prior to the date such leave is to become effective.
- (b) Upon certification by Local Union No. 332 of the name of an employee designated to attend a Union training seminar, the designated employee will be released provided written notice is received no less than forty-eight (48) hours in advance.

Section 8. An employee who notifies the Employer at least seventy-two (72) hours in advance of a desire to return from leave shall be returned to the classification and shift to which entitled in accordance with seniority.

ARTICLE XII

PROMOTION PROCEDURE

- Section 1. When an employee desires to be considered for an equal or higher rated position, the employee should submit his/her request in writing to his/her supervisor by completion of an application form provided by the Employer.
- Section 2. When a permanent opening in the equal or higher rated classification is available, the completed request forms on file will be reviewed.
- Section 3. The following factors will be considered in the selection of candidates: Seniority, work record, attendance and tardiness records, and ability to do the job requested.
- Section 3a. Upon request by a disqualified candidate with more seniority, the employee's supervisor shall advise the employee of the reason or reasons for disqualification, in writing.
- Section 4. An employee may declare his/her interest in one job at any one time. An employee with three (3) or more years service who wishes to permanently waive rights in a classification may file one (1) "open bid" during the term of employment for any vacancy which may arise.
- Section 5. The Employer will post anticipated job vacancies no less than once each quarter. In the event a vacancy arises which was not included in the periodic posting, or a new job classification created, notice to that effect will be posted on the bulletin board for a period of five (5) work days for the submission of application. In the event a position is vacant which was not the subject of quarterly posting, the position will be posted.
- Section 6. An employee whose application has been honored may not request a transfer to an equal or higher rated job for a period of twelve (12) months from the date the application was honored. In the event an employee requests an assignment to an equal or lower rated job, for reasons of health, safety, or other reasons satisfactory to the Employer, such assignment may be made in the event of an opening.

ARTICLE XIII

SAFETY and HEALTH

- Section 1. The Employer will continue to make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 2. If an employee suffers an occupational injury, the Employer will designate the time and place for any necessary medical treatment, and will determine the doctor, hospital or clinic to be used to treat compensable industrial injuries.

Section 3. Employees shall utilize all protective devices and safety equipment provided by the Employer and observe all safety rules and practices.

Section 4. Should an employee suffer an occupational injury on the premises and be referred by the Employer for medical treatment off the premises of the Employer, the employee will be paid for the time required for such treatment on the day on which the injury occurred, at his/her base rate of pay, but not to exceed the balance of the normal shift.

ARTICLE XIV

HOLIDAYS

Section 1. Employees shall be paid eight (8) or seven and one-half (7.5) hours straight-time hourly rate for the negotiated holidays subject to the following conditions:

- (a) The employee must have completed the probationary period on the effective date of the holiday and be at work the week in which the holiday is observed.
- (b) The employee must work all scheduled hours on the last scheduled work day before the holiday and all scheduled hours on the first scheduled work day after the holiday, unless excused for one of the qualifying days or portion thereof with prior permission of the supervisor. An employee who has not established a record of tardiness and who has notified the Employer of anticipated tardiness not in excess of one-quarter ($\frac{1}{4}$) hour will not be disqualified solely on the basis of such tardiness.
- (c) If the employee is scheduled to work and works as scheduled he/she will receive premium pay of one and one-half (1.5) times the straight time hourly rate for hours worked plus eight (8) or seven and one-half (7.5) hours at the regular classification rate for the holiday.
- (d) If the employee is absent on an approved leave of absence for vacation purposes, for the week in which a negotiated holiday is observed, he/she shall qualify for holiday pay.
- (e) An employee who is laid off or placed on authorized sick leave the work week or the work week prior to the week in which the holiday falls, and due solely to this reason fails to qualify for holiday pay shall be paid eight (8) or seven and one-half (7.5) hours straight time hourly rate for that holiday.

Section 2. When a holiday falls on a scheduled day off an eligible employee shall receive holiday pay provided otherwise qualified in accordance with paragraphs (a) through (e) above.

The paid holidays officially recognized for the purpose of this section are: Martin Luther King Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 3. Employees, upon request, shall work no less than one winter holiday (New Year's or Christmas) and one summer holiday (July 4th or Memorial Day). Employees scheduled for Labor Day and Thanksgiving Day will be scheduled on the normal work schedule.

Section 4. Eligible employees will qualify for holiday pay on their birthday. If this day falls on a scheduled day of work, the employee may request a comp day on a different date in lieu of extra pay. That comp day may come within the period beginning one week before the employee's birthday and any time thereafter.

ARTICLE XV

TEMPORARY ASSIGNMENT

Section 1. Assignment of an employee outside his/her classification to any task within a classification with an equal or lower rate is a temporary job assignment.

Section 2 (a). An employee temporarily assigned as a replacement for an absentee, an employee on vacation, or extended sick leave, shall be considered as transferred for the purpose of determining the appropriate rate.

Section 2 (b). When an employee is transferred on a temporary basis to a classification in a higher pay grade for more than one-half (½) the scheduled shift, the employee shall be paid the hourly rate next higher to the employee's own, when performing the duties for which the higher rate is paid.

Section 3. In the event the employee's temporary assignment exceeds five (5) consecutive work days, the employee shall be relieved of the assignment upon request, and the next junior employee assigned.

Section 4. In no event shall a temporary assignment to a classification with a lower maximum rate result in a reduction of the employee's classification rate.

Section 5. Supervisors will limit temporary assignments to those employees in the classification on the shift who have the least classification seniority within the department.

ARTICLE XVI

EQUALIZATION OF OVERTIME OPPORTUNITY

Section 1. When all qualified employees in the classification and on the shift where the overtime work is scheduled are not scheduled to work, the Employer agrees to reasonably equalize opportunity to work overtime hours in that group.

An employee shall be charged with all such pay hours available and offered.

Section 2. An employee transferred to another classification or shift, returning from a leave of absence of thirty (30) days or more, or acquiring seniority, shall be placed on the overtime list and charged with the highest number of hours in the classification and on the shift.

Section 3. An employee who has been offered and has accepted an overtime opportunity is scheduled to work. Failure to work shall be a recorded absence.

Section 4. It is recognized and accepted that overtime work schedules are inherent in and essential to the business. Neither the Union nor any employee will encourage refusals of overtime.

Section 5. Upon request of the Union, the Employer will furnish a current list of overtime hours no more than once each six (6) months during the term of this Agreement.

ARTICLE XVII

WAGES

Section 1. OVERTIME PREMIUM

Time and one-half of the employee's regular straight time rate of pay shall be paid for work under any of the following conditions:

- A. Daily - All work performed in excess of eight (8) hours in any work day, or seven and one-half (7.5) hours for those scheduled for such a shift.
- B. Work Period - All work performed in excess of eighty (80) hours in any pay period or seventy-five (75) hours for those whose pay period is so scheduled.
- C. Working schedules shall not be altered to circumvent payment of overtime.

D. Premium payments will not be duplicated for the same hours under terms of this Agreement.

Section 2. SHIFT PREMIUM

For each hour worked on a regularly scheduled shift commencing on or after 3:00 P.M., a second shift employee shall receive 10 cents in addition to the regular straight time hourly rate.

For each hour worked on a regularly scheduled shift commencing on or after 11:00 P.M., a third shift employee shall receive 15 cents in addition to the regular straight time hourly rate.

Section 3. PAY DAY

Pay day shall be every other Friday. Third shift employees will be paid at end of the shift and those scheduled to work second shift and who work as scheduled shall be paid at the end of that shift on Thursday.

Section 4. WAGES - NEW HIRES

- \$3.90 per hour effective the first full pay period following written notice of ratification.
- \$3.95 per hour effective the first full pay period on or after February 1, 1991.
- \$4.00 per hour effective the first full pay period on or after February 1, 1992.

Section 4. WAGE RATES

- A .50¢ general increase (Exhibit A is cancelled effective immediately) the general increase shall be added to individual rates in effect as of October 4, 1989.
- Effective the first full pay period on or after February 1, 1991, a general increase of thirty (.30¢) cents per hour shall be added to individual rates in effect as of February 1, 1991.
- Effective the first full pay period on or after February 1, 1992, a general increase shall be added to the individual rates in effect on that date of twenty (.20¢) cents per hour.

Section 5. REPORTING AND CALL-IN PAY

An employee who is scheduled or notified to report for work, who reports as scheduled and is willing and able to work, or if called back to work after leaving the premises upon completion of a regular work day, will be provided three and three-quarter (3 3/4) hours work at the regular straight time rate or the applicable rate times the number of hours worked, whichever is greater. Employees regularly scheduled on an eight (8) hour shift shall be provided four (4) hours work at the regular straight time rate or the applicable rate times the number of hours worked, whichever is greater.

This provision shall not apply when employees are notified not to report, or work is not available due to the act of an employee, or due to power failure, fire, flood, labor disputes, Acts of God, or other circumstances beyond the Employer's control.

ARTICLE XVIII

INSURANCE

The Employer shall pay the premiums for insurance for seniority employees in the amount of \$5,000.00 Life and Accidental Death and Dismemberment insurance for claims arising on or after the effective date.

Part-time employees who maintain a work schedule of twenty (20) and more hours a week shall be eligible for one-half of the life coverage, and part-time employees who maintain a work schedule of thirty (30) and more hours per week shall be eligible for three-quarters of the life coverage.

The Employer shall pay the life insurance premium of an employee on Workmen's Compensation Leave for a period not to exceed one year.

The Sickness and Accident coverage shall be provided eligible employees at a benefit level of Ninety (\$90.00) dollars per week, first day accident, eighth day illness, 26 week duration.

Employees on authorized sick leave may prepay premiums for health insurance coverage if payment is made no less than ten (10) days prior to the tenth of each month or such other date designated as premium payment date by the carrier. Such privilege shall not extend beyond the duration of sickness and accident benefits.

Section 3: Health Insurance

The Employer shall make available to all employees, at the expense of the employee, membership in one or more group health and accident insurance plans. It is understood that the Employer presently makes available Blue Cross/Blue Shield and/or Genesee Health Care HMO groups.

As of the effective date of this Agreement, all full-time employees with two (2) years or more seniority shall be eligible for a contribution in the amount of Fifteen (\$15.00) Dollars per month toward payment of their premium. Effective with the premium due in February of 1986, 1987, 1988, and 1989, the Employer shall contribute an additional Five (\$5.00) Dollars toward payment of the employee premium, for a total in February, 1989, of not to exceed Thirty-five (\$35.00) Dollars per month.

The company shall be responsible for, not to exceed Forty Five (\$45) Dollars per month, company contribution for insurance for eligible employees effective the first full pay period following written notice of ratification.

Employees on authorized sick leave may prepay premiums for Blue Cross or HMO coverage if payment is made no less than ten (10) days prior to the tenth of each month or such other date designated as premium payment date by the carrier. Such privilege shall not extend beyond the duration of sickness and accident benefits.

ARTICLE XIX

VACATION

All regular full-time employees shall be granted vacation pay as follows:

- A. One (1) week after one (1) year. Five (5) eight hour days or seven and one-half (7.5) hour days if so scheduled.
- B. Two (2) weeks after two (2) years. Ten (10) eight (8) hour days or seven and one-half (7.5) hour days if so scheduled.
- C. Three (3) weeks after five (5) years. Fifteen (15) eight hour days or seven and one-half (7.5) hour days if so scheduled.

A full-time employee shall accrue one-half (.5) days leave credit for each full month worked during the first year of employment, not to exceed five (5) days; a full-time

employee with more than one year's seniority shall accrue one (1.0) days leave credit for each full month worked during subsequent years, not to exceed ten (10) days annually; and a full-time employee with five years seniority shall accrue one and one-half (1.5) days leave credit for each month worked, not to exceed fifteen (15) days.

An employee shall be considered to have worked a full month provided he/she is on the active payroll and regularly scheduled to work the entire calendar month. An employee shall not accrue vacation pay during any month in which he/she is on unpaid leave of absence or otherwise not on the active payroll.

No employee shall be permitted to take paid vacation leave prior to completion of twelve (12) full months of employment.

Employees resigning before completion of twelve (12) full months of employment shall not receive any vacation pay upon termination of employment regardless of notice given.

Upon termination of employment, an employee shall be paid for his/her accrued vacation leave provided he/she has given seven (7) days notice, in writing, and provided he/she has been employed at least twelve (12) full months. Such notice may be waived by the employer if the employee substantiates to the satisfaction of the Administrator the circumstances made it unreasonable to give such notice.

Vacation pay accrues and is credited at the end of each calendar month of employment, and shall be paid in the pay period following the anniversary of employment.

No employee shall be granted or allowed to take a paid vacation leave prior to the actual accrual of such leave.

Vacations shall be scheduled at the convenience of the employee whenever possible. However, it shall be recognized that in the interests of adequate patient care the Employer reserves the sole right to schedule vacations at any time during the year. Vacation schedules for employees of all departments shall be developed by the supervisor of the department. It shall be the policy of each supervisor to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Vacation schedules shall be prepared on the basis of seniority where necessary and reasonable, and written requests may be submitted in the month of March for requested time off in the months of June

through and inclusive of November; and in the month of September for vacation leave requests for the months of December through and inclusive of May. Schedules shall be prepared, and March requests shall be answered on or about May 1st, and September requests shall be answered on or about October 1st. Requests made at any time other than the months of March and September shall be considered for vacation time off only after all timely requests have been processed.

If a day recognized by the Employer as a holiday occurs during an employee's vacation, he/she shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

Vacation period shall be for no less than five (5) vacation leave days unless special approval is granted by the department head.

If an employee is laid off, he/she shall receive pay for any vacation leave accrued to that date.

Employees will be paid at their current straight time base rate while on vacation and shall receive credit toward any benefits provided for in this Agreement. Shift premium pay shall not apply to vacation leave pay.

As of the effective date of this Agreement, vacation leave shall be considered accrued and credited as covered in this section.

Annually, the first two (2) weeks in March and September, the Employer shall post for preferred vacation time, and eligible employees will make their preference known at that time in order to prepare a vacation schedule.

FUNERAL LEAVE

Funeral leave of absence will be granted to seniority employees. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, child, brother, sister, grandparent, and grandchild, the employee, on request, will be excused for any portion or all of the first three (3) consecutive days immediately following the date of death, provided he/she attends the funeral. Part-time employees shall be confined to payment for one of the first three (1) consecutive days, subject to the requirement that the employee would otherwise have been scheduled to work.

An employee excused from work under this paragraph shall, after making written application, receive the amount of wages he/she would have earned by working during straight time hours on such regularly scheduled days of work for which he/she is excused (excluding from consideration for payment any non-scheduled day). Payment shall be made at the employee's rate of pay, not including overtime and night shift premium, as of his/her last day worked.

Documentary evidence must be presented satisfactory to the Company.

Payment of more than three (3) days on one (1) contract year (February 1st to February 1st) shall be in the sole discretion of the Employer. Upon request by the Employer, the employee must present evidence satisfactory to the Employer of the validity of the claimed relative.

When arrangements are made in advance, an additional three (3) days excused absence will be allowed for travel time when necessary.

JURY PAY

An employee who has acquired seniority who is called to and reports for jury service shall be paid an allowance for each day he/she is scheduled to work and is unable to work due to service as a juror, not to exceed a total of ten (10) days in any calendar year.

The allowance will be the difference between eight (8) times his/her straight time hourly rate and the payment he/she receives for jury service for days he/she would otherwise have worked up to the 10 day maximum.

In order to receive payment, an employee must (1) give the company prior notice that he/she has been summoned for jury duty; (2) furnish evidence satisfactory to the Company that jury duty was performed on the days for which he/she qualifies for and claims payment; and (3) furnish evidence satisfactory to the Company that he/she reported for jury duty, served four (4) or more hours, and as a result was unable to work on that day.

ARTICLE XX

GENERAL

1. PRINTING AND DISTRIBUTION OF AGREEMENT: The Agreement shall be printed and distributed by the Employer to each bargaining unit employee on the payroll, on signing of the Agreement. Thereafter, copies will be provided by the Employer to each individual hired or rehired into the bargaining unit.
2. NOTICE: It shall be the duty of each employee of the Employer to notify the Administrator of any change in address or telephone number as soon as possible. Any notice at any time required to be given to the employee shall be sufficiently given if sent by certified mail, postage prepaid, and addressed to the employee at the last address appearing in the Personnel Register, and the Employer shall not be responsible for failure of receipt of such letter by the employee; likewise, a telegram addressed to the employee at such address last appearing on the Personnel Register shall also constitute sufficient notice.
3. BULLETIN BOARDS: A bulletin board shall be provided, in the ambulance entrance, which may be used by the Union for posting notices, provided that the Union shall submit the notices to the Chief Steward for approval in writing.

Approval shall be granted for notices of Union meetings and elections, results of such meetings and elections, Union social, educational and recreational activities, and other notices concerning Union affairs which are not political in nature.

The bulletin board shall not be used for political or advertising matter.

4. EVALUATIONS: In the event the Employer continues periodic employee performance evaluations, the employee shall be given an opportunity to review the evaluation before it is placed in the employee's file.
5. NEW JOB CLASSIFICATION AND RATE

Section 1. In the event the Employer establishes and places in use a new job classification, a temporary rate shall be established by the Employer and written notice of the rate and job classification title will be furnished to the Union Bargaining Committee.

Section 2. Within thirty (30) days after an employee has been assigned to the new job classification, the Employer shall establish a proposed permanent rate and notify the Union Bargaining Committee in writing.

Section 3. Upon agreement or in the event the Employer's permanent rate is not objected to by the Union within the time limits, the rate and job classification shall be considered final and become a part of Schedule A.

Section 4. If the Union objects to the proposed permanent rate, the Union will notify the Employer within ten (10) calendar days following the date of notice and arrangements made to meet for negotiations.

6. NON-UNIT EMPLOYEES: Nothing herein shall be construed to prohibit the Employer from using Supervisors for the performance of work usually performed by bargaining unit employees for the purpose of training or instruction, in cases of emergency, when the well being of patients requires that this be done, or when an employee in the bargaining unit is absent; provided the performance of such work does not result in the lay-off of bargaining unit employees.

Nothing herein shall be construed to prohibit scheduling to anticipate absences, require payment of call-in pay to cut back to the schedule, or permit constant and excessive overscheduling.

7. REST PERIODS: There shall be a rest period before the lunch period and after the lunch period, which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure to extend lunch period, nor may it be regarded as accumulative if not taken.
8. CLOTHING: Current policy of white uniforms to remain. Uniform will be clean neatly ironed and free of jewelry. Any change in color of uniforms shall be subject for negotiations. All other types of clothing worn by employees not required to wear uniforms must be clean and in good repair.
9. PRE-EMPLOYMENT PHYSICAL: Employees who are required to take pre-employment physicals at their own expense will be reim-

bursed upon acquisition of seniority and completion of six (6) months service. Deductions for the physical shall not exceed Twelve Dollars and Fifty Cents (\$12.50) per pay period.

10. CREDIT UNION: Seniority employees who authorize deductions for credit union deposits at the Greater Flint AFL-CIO Credit Union shall be permitted payroll deductions subject to the understanding that deductions shall be made from the first check of each month until and inclusive of the month the authorization is revoked in writing.

Authorization shall not be submitted more than once in any six month period.

11. Where periodically on a certain day there is only sufficient work to retain employees for more than one half a shift (see Article XVII, Section 5) but less than an entire scheduled shift, full time seniority employees shall be given preference for the available work.
12. WORK RULES AND REGULATIONS: All new and revised work rules and regulations for which an employee may be disciplined or discharged shall be mailed or otherwise submitted to the Union at least fourteen (14) days prior to the proposed posting date of the work rules, and twenty-one (21) days prior to the proposed effective date.

The first written reprimand shall be maintained in the record during the next twelve (12) months.

ARTICLE XXI

COMPLETE AGREEMENT and TERMINATION

TERMINATION OF PRIOR UNDERSTANDINGS

This written Labor Agreement is the sole and exclusive agreement between the parties. All prior understandings with respect to rates of pay, wages, hours of employment and other conditions of employment are void and superseded by this Labor Agreement.

COMPLETE AGREEMENT

The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions, and that this Agreement represents their full and

complete agreement without reservation or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this Agreement, and may not be raised for further bargaining or negotiations without the written consent of all the parties hereto.

EFFECT OF LEGISLATION

If any provision of this Agreement shall be held invalid and in conflict with existing or future Federal or State Legislation, the remainder of this Agreement shall not be affected thereby. Any non-economic provision invalidated or deemed in conflict shall be subject to negotiation.

TERMINATION OF AGREEMENT

This Agreement shall become effective on November 6, 1989, and shall remain in full force and effect until 11:59 p.m. January 31, 1993, and thereafter for successive periods of one (1) year unless either party shall, on or after the 75th day and on or before the 60th day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement at 11:59 p.m. on January 31, 1993, in the same manner as a notice of desire to terminate unless:

1. Before that time and date all subjects of amendment proposed by either part have been disposed of by agreement, or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto authorized.

FOR THE UNION:

FOR THE EMPLOYER:

Harold M. Meltz

Robert M. Adams, Pres
Ballenger Health Service

EXHIBIT A

NURSE AIDES:

	<u>1989</u> *(10-4-89)	<u>1990</u> *(2-1-91)	<u>1991</u> *(2-1-92)
Base rate	3.85 4.00	3.95	4.00

OTHER AIDES:

Base rate	3.85 4.00	3.95	4.00
-----------	--------------	------	------

EXPIRES: 2-1-93, 11:59 p.m.

NURSE AIDES MUST QUALIFY FOR CERTIFICATON PER APPLICABLE COMMUNITY, STATE, OR FEDERAL STATUTES.

COOKS:

	<u>1989</u> *(10-4-89)	<u>1990</u> *(2-1-91)	<u>1991</u> *(2-1-92)
Hire rate	4.70	5.00	5.20

MAINTENANCE:

Hire rate	4.95	5.25	5.45
-----------	------	------	------

EXPIRES: 2-1-93, 11:59 p.m.

* COMMENCING FIRST FULL PAY PERIOD ON OR AFTER THE SPECIFIED DATE.

** BASE RATE IS SENIORITY EMPLOYEES RATE PLUS GENERAL INCREASES OF FIFTY (50¢) CENTS ADDED TO INDIVIDUAL RATES IN EFFECT AS OF OCTOBER 4, 1989. THIRTY (30¢) CENTS ADDED THE FIRST FULL PAY PERIOD ON OR AFTER FEBRUARY 1, 1991. FOR BASE RATES IN EFFECT ON THAT DATE, AND TWENTY (20¢) CENTS PER HOUR EFFECTIVE THE FIRST FULL PAY PERIOD ON OR AFTER FEBRUARY 1, 1992.

EXHIBIT "B"

WORK SCHEDULES:

Except for cooks, week-enders, and other part-time employees with less than three (3) years seniority, the Employer will make every reasonable effort to schedule employees off every other weekend. The Employer will revert to a schedule of every third week end off only after discussion with the Union. Work schedules shall be revised to incorporate this schedule on or before March 1, 1978. In the event the Employer abandons this schedule and reverts to every third weekend off, the reasonableness of such action is subject to the Grievance Procedure and arbitration.

