

5/1/74

A G R E E M E N T

between

INGHAM COUNTY EXTENDED
CARE FACILITY EMPLOYEES

and

AFL-CIO
MICHIGAN COUNCIL #55

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University**

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ATTACHMENT: LETTER OF AGREEMENT

This Agreement entered into on this first day of May, 1972, between the Ingham County Extended Care Facility (hereinafter referred to as the "EMPLOYER") by the Ingham County Social Services Board and the Ingham County Extended Care Facility Employees Chapter of Local #1390, affiliated with Michigan Council #55, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

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.

The Union, therefore, agrees that there will be no interruption of service, for any cause whatsoever, by the employees it represents in the form of strikes, sit-downs, slow downs, concerted failures to report for duty, or any acts that interfere in any manner, or to any degree, with the services of or to the Employer.

No lock-out of employees shall be instituted by the Employer during the term of this agreement.

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

ARTICLE I

RECOGNITION

SECTION 1. Recognition Employees Covered. 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 for all regular full time employees and regular part time employees of the Ingham County Extended Care Facility, excluding: office clerical employees, registered nurses, licensed practical nurses and supervisors as defined in the Act in accordance with Michigan Employment Relations Commission Certification No. R 71A-47 dated July 16, 1971.

ARTICLE II

DEFINITIONS OF EMPLOYMENT

SECTION 1. Full Time Employees An employee normally scheduled to work eighty (80) hours each two week payroll period shall be considered a full time employee. A full time employee shall be entitled to the benefits under this Agreement except as specified elsewhere.

SECTION 2. Part Time Employees An employee normally scheduled to work less than full time but at least half time shall be considered a part time employee. A part time employee shall be entitled to the benefits under this Agreement on a pro-rated basis except as specified elsewhere.

SECTION 3. Special Part Time Employees An employee working less than half ^{SS/not} time shall be considered a special part time employee. for the purpose of weekend scheduling only. Such employees shall be eligible for compensation by wages only, and shall not be covered by provisions of this Agreement.

SECTION 4. Temporary Employees A temporary employee shall be defined as one whose tenure is not expected to exceed one hundred (100) calendar days. ^{not} In addition, any high school co-op student or work study student shall be considered to be a temporary employee. Temporary employees shall not exceed 20% of the bargaining unit from June through September and they shall not exceed 5% of the bargaining unit at other times of the year. They shall not be used to displace available bargaining unit employees, avoid regular employment, or work overtime when regular employees in the same classification are available.

Temporary employees shall not be covered by the provisions of this Agreement.

SECTION 5. Contracted Benefits Notwithstanding the above provisions, no benefits shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefits do not cover said employee as presently provided.

ARTICLE III
MANAGEMENT RIGHTS

SECTION 1. Right to Manage The Employer hereby retains and reserves unto itself the sole and exclusive right to manage and operate the Facility in all its operations and activities including by way of illustration and not limitation the right to hire, promote, discharge, lay off and recall employees and to maintain discipline and efficiency, to determine services to be furnished, including the methods and equipment to provide same, to direct the work force, to determine the number of employees, to change methods of operations, and to establish work schedules. In addition, the Employer retains the right to establish and enforce reasonable rules and regulations as to the conduct of employees and operations of the Facility not inconsistent with other provisions of this Agreement. All management rights except such as are specifically abridged or relinquished herein, are reserved to the Employer.

SECTION 2. Right to Manage (b) The Union recognizes that voluntary organizations, voluntary individuals and patients may perform services in the Facility that are a valuable and necessary contribution to the welfare of patients and to the operation of the Facility, and that in no way interfere or conflict with the safety, duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature and neither the Union nor the employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers. Such volunteers or workers will not be used for the purpose of displacing regular employees.

ARTICLE IV
UNION SECURITY

SECTION 1. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member thereafter shall as a condition of employment continue membership in the Union for the duration of this Agreement.

SECTION 2. Any present or future employee who is not a member of the Union and does not make application for membership shall, as a condition of employment, tender to the Cancer Foundation through the check-off of dues an amount equal to the periodic Union dues as long as the remain a non member.

SECTION 3. All employees shall be required to comply with the above requirements not later than thirty (30) days after the effective date of this Agreement or at the expiration of their probationary period, whichever is later.

ARTICLE V

UNION DUES

SECTION 1. The Employer agrees to deduct from the wages of Bargaining Unit employees the monthly membership dues or charity contribution only when authorized in writing by the employee.

SECTION 2. All authorization for payroll deduction forms shall be filed with the Administrator. If the form is not properly completed, the Administrator shall return the improperly completed form to the Union's Chapter Chairman promptly with the reasons therefor. No deduction shall be made until a properly completed form is received. It is agreed, however, that an employee is obligated to pay dues for the month immediately following the month in which the form is first received by the Administrator.

SECTION 3. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the Bargaining Unit.

SECTION 4. Deductions for each month shall be deducted from the second pay of the month. All deductions shall be remitted to the designated local union treasurer or designated charity within ten (10) days after the deduction has been made with a list of those for whom dues have been deducted with a copy to the Chapter Chairman.

SECTION 5. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction from an employee's pay of dues.

SECTION 6. The Union shall determine the initiation fee and monthly dues amount and provide written notification to the Employer. The Union shall provide thirty (30) days written notice of any change thereafter.

SECTION 7. The Employer agrees to prepare and furnish the Union and each employee upon date of employment the payroll deduction forms to be used in connection with this Agreement. The forms shall be the following:

AUTHORIZATION FOR PAYROLL DEDUCTION OF CHARITY CONTRIBUTION

As a non-union member, I hereby request and authorize you to deduct from my earnings once each month, an amount equal to the monthly Union membership dues. The amount deducted shall be paid to the American Cancer Foundation.

TO _____
Employer Department

BY _____
Print Last Name First Name Middle Name

DATE _____
Employee's Signature

SOCIAL SECURITY NUMBER _____

HOME ADDRESS _____

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as monthly membership dues. The amount deducted shall be paid to the Treasurer of the Union.

TO _____
Employer Department

BY _____
Print Last Name First Name Middle Name

DATE _____
Employee's Signature

SOCIAL SECURITY NUMBER _____

HOME ADDRESS _____

ARTICLE VI
UNION REPRESENTATION

The Union shall be represented by a Chapter Chairman, Chapter Secretary, Chief Steward, and nine (9) Stewards for the purpose of Union Representation, Negotiations, handling complaints and grievances.

1. STEWARDS

- (a) First Shift - one (1) steward Housekeeping; one (1) steward Maintenance; one (1) steward Dietary; one (1) steward Laundry; two (2) stewards Nursing; one (1) Main Building and one (1) Annex.
- (b) Second Shift - Two (2) stewards.
- (c) Third Shift - One (1) steward.

2. Any officer or steward, when called upon by the Union, or by an employee to investigate complaints or handle grievances during regularly scheduled working hours, shall notify his immediate supervisor that he is to investigate a complaint or handle a grievance, the nature of such complaint or grievance(s) is known, and the approximate time required. A steward shall handle grievances within his own area only. The supervisor shall grant the reasonable and necessary time for such duties without loss of time or pay provided that such duties need immediate attention and do not interfere with the proper functioning of the Facility as determined by the immediate supervisor.

3. Members of the Bargaining Committee shall be paid at their regular rate of pay for time spent bargaining during their regular working hours.

4. In the absence of the steward, the Chapter Chairman may appoint an alternate steward to handle the complaint and/or grievance; or the chief

steward may process the grievance at the discretion of the Chapter Chairman. If an alternate steward is appointed, the Chapter Chairman shall notify the supervisor within the department concerned.

5. The Union will furnish the Employer a list of officers, stewards, and members of the bargaining committee, and notify the Employer of any changes.

ARTICLE VII
SPECIAL CONFERENCES

SECTION 1. The parties agree to meet and confer on matters of clarification of the terms of this Agreement or other important matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Matters taken up in the Special Conference shall be confined to those indicated on the agenda, and it is understood that these Conferences shall not be for the purpose of conducting continuing collective bargaining, nor to in any way modify, add to, or detract from the provisions of this Agreement.

SECTION 2. The special conferences shall be held between the hours of 9 a.m. and 4 p.m., and shall be between at least two but not more than four representatives of each of the two parties to this Agreement.

SECTION 3. The Union representatives may meet at an adequate place designated by the Employer on the Employer's property for one half hour immediately preceding the Conference as scheduled.

SECTION 4. The members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1. Statement of Purpose The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees. Both of the parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

SECTION 2. Definition A "grievance" is defined as a claim, reasonably and sensibly founded as a violation of this Agreement, discharge, discipline, work rules or other terms or conditions of employment. Any grievance filed shall refer to the provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be submitted within ten (10) days from the date of its occurrence or knowledge of its occurrence.

(a) For the purpose of the grievance procedure, a day shall be Monday through Friday, and shall not include Saturday, Sunday or holidays and shall not include the day on which the grievance is presented or appealed by the Union, or is returned to it by the Employer. The representatives of the Union and the Employer shall acknowledge receipt of the grievances by signing and dating the grievance when presented or received.

(b) Any grievance not answered by the Employer within the time limits herein set forth shall be deemed settled on the basis of the Union's original demand.

(c) Any grievance not appealed by the Union within the time limits herein set forth shall be deemed settled on the basis of the Employer's

last answer.

(d) It is understood that any time limit contained in this Article may be altered by mutual agreement, in writing.

SECTION 3. Procedure

- Step I. An employee and/or the steward with a grievance shall discuss the grievance with the Supervisor.
- Step II. If the grievance is not satisfactorily resolved at the discussion at Step I, and the employee and/or the steward wish to carry the grievance further, it shall be reduced to writing and shall be submitted to the Supervisor within five (5) days following Step I. The Supervisor shall answer the grievance in writing within five (5) days from the date of receipt.
- Step III. If the grievance is not satisfactorily resolved at Step II, the Chief Steward may submit the grievance within five (5) days from the date of answer at Step II to the Administrator. After receipt of the grievance, the Administrator shall arrange a meeting with the Chief Steward to discuss the grievance within five (5) days from the date of receipt. The Administrator shall answer the grievance within five (5) days from the date of the meeting.
- Step IV. If the grievance is not satisfactorily resolved at Step III, the Chapter Chairman may submit the grievance within five (5) days from the date of the answer at Step III to

the Director of the Ingham County Department of Social Services, who shall arrange a meeting with the Chapter Chairman to discuss the grievance within five (5) days from the date of receipt. The Director of Social Services shall answer the grievance within five (5) days of the meeting.

Step V. If the grievance is not satisfactorily resolved at Step III, the Chapter Chairman may submit the grievance within five (5) days from the date of answer at Step IV to the Social Services Board shall arrange a meeting with the Chapter Chairman to discuss the grievance within five (5) days from the date of receipt. The Social Services Board shall answer the grievance in writing within five (5) days from the date of the meeting.

Step VI (a) If the grievance(s) has not been satisfactorily resolved at Step V and the Union wishes to carry it further, the matter will then be referred to Michigan Council #55.

(b) In the event Michigan Council #55 wishes to carry the matter further, it shall, within thirty (30) days from the date of the Employer's answer at Step V, advise the Employer by written notice for a meeting to attempt to resolve the grievance(s) and/or attempt to select an arbitrator.

(c) The meeting shall be held within seven (7) days from the date the Employer receives the written notice from the Union. If the parties are unable to resolve the grievance(s) and/or select an arbitrator at the meeting, the Union may file within ten (10) days after the date of the meeting at the

appropriate office of the American Arbitration Association the form, "Demand for Arbitration", and thereafter the proceedings, shall be in accordance with the rules of the American Arbitration Association.

(d) The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, nor establish or modify wage rates. The arbitrator shall make his judgment based on the terms of this Agreement. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The expenses of the arbitrator shall be shared equally between the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

ARTICLE IX
DISCHARGE AND DISCIPLINE

SECTION 1. Notice of discharge or dicipline. The Employer agrees promptly upon the discharge or dicipline of an employee to notify in writing the Steward in the Department of the discharge or discipline.

SECTION 2. The discharged or diciplined employee will be allowed to discuss his discharge or dicipline with the Steward of the department for up to one half hour, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward during said half hour.

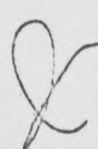
SECTION 3. Appeal of Discharge or discipline. Should the discharged or disciplined employee consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regulary scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

SECTION 4. Use of Past Record. In imposing discipline or discharge the Employer will not take into account any prior infractions which occurred more than two (2) years previously except in cases of patient abuse or misuse of narcotics. The Employer further agrees not to discharge an employee for falsification of employment application after a period of two (2) years from his date of hire.

ARTICLE X

SENIORITY

SECTION 1. Seniority shall mean the status attained by continuous length of service (meaning an employee who has not severed his employment or been terminated) on an Employer-wide basis with the Facility.

SECTION 2. Employees transferring from County service ~~under the~~ ^{under the} ~~supervision and control of the Board of Commissioners~~ ~~XXXXXX~~ shall not lose benefits accrued to the date of transfer that are provided for in this Agreement. 

SECTION 3. New employees hired, or employees transferred into the unit in accordance with Section 2, above, shall be considered as probationary employees for the first ninety (90) calendar days of their employment except in proper cases where the Employer gives written notice to the employee and the Chapter chairman prior to the ninety (90) calendar days for an additional thirty (30) calendar day extension of the probationary period. The notice shall set forth reasons for the additional thirty (30) days. The probationary period shall be accumulated within not more than one hundred and fifty (150) calendar days. Following successful completion of the probationary period, an employee shall be entered on the seniority list of the unit and shall rank for seniority from the last date of hire.

ARTICLE XI
SENIORITY LISTS

SECTION 1. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

SECTION 2. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

SECTION 3. Every three (3) months, after the initial posting, the Employer shall post on the bulletin board the seniority list revised up to one (1) week prior to the date of the posting, and shall furnish the Chapter Chairman a copy.

SECTION 4. Every payroll period, or monthly at the option of the Employer, the Employer shall furnish the Chapter Chairman with a list of all new employees with date hired and the classification; employees retired, or who sever their employment, and the date; employees on leave of absence, and the date; and employees transferred or promoted, and the date.

ARTICLE XII
LOSS OF SENIORITY

An employee shall lose his status as an employee and his seniority if:

1. He resigns or quits.
2. He is discharged.
3. He retires.
4. He has been laid off for a period of time equal to the seniority that he had at the time of his last day worked, or two years, whichever is lesser.
5. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three consecutive working days without notifying the Employer. If notified by phone, it shall be followed up by written communication within three (3) days.

ARTICLE XIII
SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the department which they can perform and shall be recalled to work in the event of a layoff on the first open job in the department which they are qualified to perform.

ARTICLE XIV
SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairman, Chapter Secretary, and Chief Steward of the Chapter, shall, in the event of a layoff only, be continued at work at all times, provided they are qualified to perform any of the work available.

ARTICLE XV

LAYOFF

SECTION 1. The word "layoff" means a reduction in the working force.

SECTION 2. If a layoff is determined by the Facility to be necessary, temporary employees, irregular employees, and then probationary employees will be laid off on an employer-wide basis. Then, part-time employees first and then full-time seniority employees will be laid off according to seniority, by job classification. Exceptions may be made to continue efficient operation of the Facility.

SECTION 3. Employees to be laid off will have at least seven (7) calendar days written notice of layoff. The Chapter Secretary will be provided with a written list from the Employer of the employees being laid off on the same day the notices are issued to the employees.

SECTION 4. Permanent Part time and full time employees being laid off according to seniority by job classification shall have the right to exercise their seniority on a Facility-wide basis by bumping into other job classifications provided they are qualified to perform the job without a training period (as determined by the Employer, subject to the third step of the grievance procedure).

ARTICLE XVI

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be transferred or recalled to work on a job classification basis in reverse order from the order in which they were laid off. Notice of recall shall be sent to the employee at his last reported address by telegram or certified mail. If the employee fails to notify the Employer of his intent to return within five (5) days from the date of notice and/or fails to return within five (5) days thereafter from the date of notice of intent to return he/she will be considered to have voluntarily resigned.

ARTICLE XVII

SHIFT PREFERENCE

Shift preference will be granted to employees on the basis of seniority and ability within the classification. Employees applying for a shift change shall make the request in writing to the Administrator. All shift changes shall be made within two (2) weeks from the date the Administrator receives the request provided a qualified replacement is available. After an employee has been transferred in accordance with the above, he/she shall not be eligible to request a change thereafter for six (6) months except in proper cases exceptions may be made.

ARTICLE XVIII

TRANSFERS

SECTION 1. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

SECTION 2. The Employer agrees that in any movement of work not covered by this Agreement, he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE XIX

JOB POSTING AND BIDDING PROCEDURES

SECTION 1. All vacancies or newly-created positions within the Bargaining Unit may be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) working days, setting forth the shift, department, location, and the minimum requirements for the position in a conspicuous place in each building. Employees interested shall sign the posting within the seven (7) working days' posting period. The applicant, if from within this unit, awarded this position shall be granted up to four (4) week trial period to determine:

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

SECTION 2. The job shall be awarded or denied within seven (7) 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. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and notify the Union's Chapter Chairman as to who the applicant was who was awarded the job.

SECTION 3. During the four-week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is

unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.

SECTION 4. During the trial period, employees will receive the rate of the job they are performing.

ARTICLE XX

TEMPORARY ASSIGNMENTS

An employee who upon request, based on seniority and qualifications, is temporarily assigned to a higher classification for a period of one (1) day or more shall be paid the rate of that classification for the period of such temporary assignment.

ARTICLE XXI

RATES FOR NEW JOBS

When a new job is created within the bargaining unit and cannot be properly placed in an existing classification, the Employer shall notify the Union of the classification, rate and description in writing. In the event the Union does not agree that the rate is proper, they shall notify the Employer within five (5) days from the date of receipt of notice from the Employer. Thereafter, it shall be subject to negotiations.

ARTICLE XXII

UNION BULLETIN BOARDS

SECTION 1. The Employer will provide a bulletin board which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

ARTICLE XXIII
NON-DISCRIMINATION

SECTION 1. The Employer agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, dependents of employees, or national origin. In addition, the Employer agrees to post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

SECTION 2. The Employer agrees not to discriminate against any employee because of membership or activity on behalf of the Union.

SECTION 3. The Union agrees that Union activities will be limited to appropriate representation by employees on the premises and shall not interfere with the work performance of other employees.

SECTION 4. The Union agrees that, with regard to membership of Union activity, it will not discriminate for any of the reasons set forth in Section 1, above.

SECTION 5. Throughout this Agreement, references to the masculine gender may refer to the feminine gender, or vice-versa.

ARTICLE XXIV

SUCCESSOR CLAUSE

This agreement shall be binding upon the employer's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

ARTICLE XXV

PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

ARTICLE XXVI

COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE XXVII

COMPUTATION OF PAYROLL AND PAYDAY

Payroll shall be computed from 11:00 p.m. Saturday until 11:30 p.m. Saturday over a two (2) week, fourteen day period and paid as follows:

| <u>DAY</u> | <u>DISTRIBUTION</u> |
|------------|---|
| Thursday | All employees working the second shift, third shift or employees not working Friday (pay day) will receive their check during the last hour of their regular shift Thursday. All employees on the second or third shift not scheduled to work on Thursday shall have the right to pick up their check any time after 3:30 p.m. on Thursday. |
| FRIDAY | All employees not covered above will receive their check during the last hour of their regular scheduled shift Friday. |

Any employee who has not picked up his/her check by 4:30 p.m. on Friday shall have their check mailed on Friday.

ARTICLE XXVIII

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE XXIX

FUNERAL LEAVE

SECTION 1. An employee shall be allowed three (3) scheduled working days with pay as funeral leave for a death in their immediate family. Immediate family is defined as: Wife, Husband, Mother, Father, Sister, Brother, Son, Daughter, Mother-in-law, Father-in-law or a member of the employee's household. In addition, one (1) scheduled working day with pay shall be allowed an employee to attend the funeral of their Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparents and Grandchildren. An employee selected to be a pall bearer for a deceased employee shall be allowed one (1) scheduled working day with pay for such funeral.

SECTION 2. It is understood that the days allowed for funeral leave as specified above will not be deducted from the employee's accumulated sick leave days.

ARTICLE XXX.

WORKMEN'S COMPENSATION

Each employee will be covered by the applicable workmen's compensations laws and the Employer agrees that an employee eligible for workmen's compensation benefits shall have the right to make up the difference between the workmen's compensation benefit and their regular weekly income to be deducted from their accumulated sick leave and/or accumulated vacation at the employees option until said sick leave and/or vacation shall have been used.

ARTICLE XXXI

SICK LEAVE

SECTION 1. All full-time employees covered by this Agreement shall accumulate 1/2 sick leave day for each two weeks of completed service. Sick leave credits not used may be accumulated up to a maximum of 240 days. Part-time employees shall receive sick leave credits at the same rate but proportional to the time actually worked.

SECTION 2. Sick leave may be used, in cases of injury, illness, or contagious infection of the employee or a member of his family living in his household. An employee absent for any of the above reasons must so inform his/her immediate supervisor as soon as possible in order to be paid for the absence as sick leave. The Administrator may require proof of medical treatment if he deems it appropriate.

SECTION 3. Each employee covered by this Agreement will be allowed two (2) personal leave days, sixteen (16) hours with pay, which will be taken from accumulated sick leave to be used for the purpose of attending to personal matters with at least three (3) days notice to the department supervisor or the administrator.

SECTION 4. Sick leave days and personal leave days shall not be granted for any fraction of a day other than one-half day.

SECTION 5. Upon resignation or dismissal from County service, all sick leave credits shall be cancelled and shall not be reinstated or paid for. Upon death of employee or retirement from County service upon which retirement

benefits are paid, one half of the employee's unused sick leave days, to a maximum of 80, shall be paid at the same salary rate as the employee was receiving at the time.

ARTICLE XXXII

LEAVES OF ABSENCE

SECTION 1. Types of Leaves Upon written application to the Administrator, an employee shall be granted a leave of absence, in writing, within one week (7 calendar days) from the date of receipt of application for:

- A. UNION OR PUBLIC SERVICE LEAVE - serving in an elected or appointed position for a maximum of two (2) years.
- B. ILLNESS LEAVE - physical or mental illness verified by a physician's statement. The leave may be granted up to a maximum of six (6) months for any one illness
- C. FAMILY ILLNESS LEAVE - prolonged illness, verified by a physician, of a person in the immediate family residing in the same household. This leave may be granted for up to six (6) months.
- D. EDUCATIONAL LEAVE - up to two (2) years to an employee to pursue a full time educational program. The educational program must be in connection with work performed at the Facility.
- E. MATERNITY LEAVE - shall commence not later than the end of the employee's seventh month of pregnancy, unless the Facility with the written advice of the employee's physician, consents to her working beyond the seventh month. The maternity leave shall end no later than six months following termination of pregnancy. The employee, upon returning from a maternity leave, shall give a written statement from her personal physician as to her physical ability to return to work. However, if further leave is recommended by the employee's physician, an additional leave

of absence may be granted by the Administrator up to ninety (90) calendar days.

- F. MILITARY LEAVE - all military leaves and the re-employment rights of employees and probationary employees shall be in accordance with all applicable laws and Federal regulations.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the Facility when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the limit.

- G. UNION LEAVE - two members of the Union elected to attend a function of the International Union or Council, such as conventions or educational conferences, shall be allowed time off without pay limited to thirty (30) days per year for the total unit.

SECTION 2. PERSONAL LEAVE Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, not to exceed 90 calendar days, may be granted by the Administrator upon written application by an employee.

ARTICLE XXXIII

LEAVE OF ABSENCE PROVISIONS

SECTION 1. Except as otherwise specified, employees shall accrue seniority while on leaves of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted.

SECTION 2. Vacations, holidays, sick leave and other fringe benefits which have been earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

SECTION 3. Approved leaves of absence will not be considered an interruption of continuous service for the purpose of eligibility for longevity, salary adjustments and/or other benefits upon return from leaves of absence.

SECTION 4. All leaves of absence shall be without pay except as otherwise provided in this Article.

SECTION 5. Leaves of absence may be extended by the Social Services Board. If granted an extension, the employee's position will not automatically be held open, but an employee on an extended leave shall accrue seniority. Upon returning from such an extended leave of absence, the employee shall only be eligible for a vacant position that he/she can perform without a training period within the Bargaining Unit.

SECTION 6. Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within ten (10) days or shall be considered to have voluntarily quit.

SECTION 7. Verification of the leave status of an employee may be required by the Employer, by sending notice to the employee, at least every ninety days; and if such verification is not received within ten days of being requested, such employee shall be considered to have voluntarily quit.

SECTION 8. Upon an employee's return from any leave of absence, the Employer may require a physical examination prior to allowing the employee to return to work.

ARTICLE XXXIV

HOURS OF WORK

SECTION 1. The regular work day shall consist of eight hours work. A one half hour lunch period shall be provided - without pay - to each employee.

SECTION 2. The regular work schedule for full time employees shall consist of eighty (80) hours of work within each two week payroll period.

SECTION 3. Employees who report late for work, who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest tenth (1/10) of an hour, including any fractions thereof.

SECTION 4. Employees who work on the second and third shift shall receive, in addition to their regular pay, a 5% shift premium as additional compensation for hours worked.

SECTION 5. Employees may take a rest break as scheduled with their supervisor in the first half and also a rest break in the second half of their regular shift, not to exceed 15 minutes with pay each away from their job assignment.

SECTION 6. An employee called in and reporting for overtime work shall be guaranteed at least two (2) hours work at the rate of time and one-half. This provision shall not apply to an employee already on premises who continues work beyond his regular shift.

SECTION 7. All employees shall be scheduled with at least every other weekend off (Saturday and Sunday) to be implemented in accordance with the attached letter of understanding. All schedules shall be posted one week in advance of their effective date, setting forth the schedule for three (3) weeks in each department. No schedule shall be changed once posted unless agreed between the immediate supervisor and the employee, or employees, involved.

Section 8. The first shift is any shift that regularly starts at or after 4:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts at or after 12:00 noon but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m. but before 4:00 a.m. Any shift change shall be subject to negotiations.

ARTICLE XXXV

TIME AND ONE-HALF

Section 1. Time and one-half shall be paid as follows:

- A. For all hours worked in excess of the regular scheduled eight (8) hour day.
- B. For all hours worked in excess of the regular scheduled eighty (80) hours in a two (2) week payroll period.

If overtime is required it shall be approved by the immediate supervisor.

ARTICLE XXXVI

EQUALIZATION OF OVERTIME HOURS

Section 1. Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours will be posted each payroll period or monthly at the option of the Employer in a prominent place on the Union bulletin board.

Section 2. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.

Section 3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period.

ARTICLE XXXVII

VACATION

Section 1. All employees, covered by this Agreement, who have completed:

- A. One year of continuous service with the Employer shall have earned $5/6$ of a day per month vacation during said first year of such employment.
- B. Two years of continuous service with the Employer shall have earned $5/6$ of a day per month vacation during said second year of such employment.
- C. Three years of continuous service with the Employer shall have earned $5/6$ of a day per month vacation during said third year of such employment.
- D. Four years of continuous service with the Employer shall have earned one (1) day per month vacation during said fourth year of such employment.
- E. Five years of continuous service with the Employer shall have earned one (1) day per month vacation during said fifth year of such employment.
- F. Six years of continuous service with the Employer shall have earned one (1) day per month vacation during said sixth year of such employment.
- G. Seven years of continuous service with the Employer shall have earned one and one-third ($1 \frac{1}{3}$) days per month vacation during said seventh year of such employment.

- H. Eight years of continuous service with the Employer shall have earned one and one-third ($1 \frac{1}{3}$) days per month vacation during said eighth year of such employment.
- I. Nine years of continuous service with the Employer shall have earned one and one-third ($1 \frac{1}{3}$) days per month vacation during said ninth year of such employment.
- J. Ten years of continuous service with the Employer shall have earned one and one-half ($1 \frac{1}{2}$) days per month vacation during said tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment.
- K. Fifteen years or more of continuous service with the Employer shall have earned one and two-thirds ($1 \frac{2}{3}$) days per month vacation during said fifteenth year and all subsequent years of uninterrupted employment.

ARTICLE XXXVIII

VACATION PERIOD

SECTION 1. Vacation days may not be used before they are earned as set forth in Section 1. In no case shall any vacation be used during the first six months of employment.

SECTION 2. Vacation days not used may only be accumulated to a maximum of twenty (20) days.

SECTION 3. Regular part-time employees shall receive vacation day credits at the same rate as outlined in Section 1, but proportional to the time actually worked.

SECTION 4. Requests for vacations from Memorial Day through Labor Day shall be submitted in writing to the Administrator by April first and shall be made in accordance with seniority. The vacation schedule will be posted by May first. All other requests for vacation shall be submitted in writing to the department head two weeks in advance, except the proper cases exceptions shall be made. The department head shall answer the request in writing within three days after receipt.

SECTION 5. Vacations will be scheduled in accordance with operating requirements and, as much as possible, with the written request of the employee.

SECTION 6. Vacations may be taken in a minimum period of one or more days at a time to the maximum accumulation.

Section 7. When a holiday falls within an employee's vacation period and he is absent from work because of his vacation, he will be paid that holiday in addition to his vacation pay.

ARTICLE XXXIX

VACATION PAY

Section 1. If an employee becomes ill and is under the verified care of a duly licensed physician during the vacation and the employee requests, the vacation will be rescheduled in accordance with Section V above. In the event the incapacity continues through the year, he will be awarded payment in lieu of vacation.

Section 2. Vacation may not be waived by an employee and extra pay received for work during that period except in the case of Section 1 above.

Section 3. Employees will be paid at their current base rate while on their scheduled vacation.

Section 4. If an employee is laid off, retires, or severs his employment he/she will receive any unused vacation credit; and with one (1) weeks advance notice of severance, he/she will receive that portion accrued in the current calendar year.

Section 5. If a regular pay day falls during an employee's vacation, he will receive that check in advance, provided a written request is made for his check two (2) weeks before leaving. In the case when the pay can not be computed in advance, the Employer will mail the check as soon as possible if requested by the employee to the address as indicated in writing.

ARTICLE XL

HOLIDAYS

The following holidays are recognized by the Employer:

| | |
|----------------------|--------------------|
| New Years Day | Labor Day |
| Washingtons Birthday | Veterans Day |
| Easter | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Employees Birthday |

Section 1. All employees who are not required to work on the above recognized holidays shall be paid for the holiday based on their regular work day.

Section 2. When a holiday falls within an employees vacation period and the employee is absent from work because of vacation, the employee will be paid that holiday in addition to vacation.

Section 3. To be eligible for holiday pay an employee must work the last scheduled day before and the first scheduled day after the holiday plus the holiday if scheduled unless on vacation, sick leave or on an approved day off.

Section 4. All employees who are required to work on the above recognized holidays shall be paid at twice their hourly rate for such hours worked. Such pay shall be in lieu of and not in addition to holiday pay in Section 1 above.

Section 5. To receive his birthday off with pay, the employee must request it prior to the posting of that work schedule.

ARTICLE XLI

HOSPITALIZATION - MEDICAL COVERAGE

SECTION 1. Employees shall be eligible for the Blue Cross - Blue Shield Insurance Plan (MVF-I) including the ML Rider and a \$2.00 prescription drug rider. An employee shall become covered upon completion of the required forms and upon acceptance of him by Blue Cross - Blue Shield as a participant. The Employer shall pay the full premium for single subscriber coverage for each employee after the employee has satisfactorily completed the probationary period. During said probationary period, the employee shall be required to authorize deductions for premium cost of the coverage provided herein. Payroll deductions will be made for family dependents upon request. The Employer reserves the right to substitute another carrier, provided, the fundamental provisions of the above coverage will not be changed.

SECTION 2. Employees who retire from Active employment and are eligible for retirement benefits as provided by the Employer shall be reimbursed for the premium cost of single subscriber coverage.

ARTICLE XLII
LIFE INSURANCE

SECTION 1. Employees shall be eligible to participate in the Group Life Insurance Program through the Minnesota Mutual Life Insurance Company in the amount of \$7,500.00 coverage. Each employee wishing to participate shall authorize a payroll deduction of \$2.25 per month. The Employer shall pay the balance of the premium. The Employer reserves the right to substitute another carrier, provided, the fundamental provisions of the above coverage will not be decreased.

SECTION 2. Employees who retire from active employment and are eligible for retirement benefits as provided by the Employer shall be provided with \$1,500.00 coverage, payable to their beneficiary at the time of their ultimate death, and the total cost of this coverage shall be borne by the Employer.

ARTICLE XLIII
RETIREMENT PLAN

Section 1. Employees of the Facility are covered by the Municipal Employees Retirement System, Benefit Plan C-1. The Employer agrees to abide with all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

ARTICLE XLIV

LONGEVITY PLAN

All full time employees, in the active service of the Employer, shall be entitled to receive a longevity bonus for length of service with the Employer, according to the following rules and schedule of payment.

- A. Longevity bonus shall be computed as a percentage of the employee's regular wages paid. Wages paid shall be that wage which an employee has been paid from December 1st to the previous December 1st. Wages paid shall not include fringe benefits, over time pay, holiday pay, premium pay, uniform allowance, per diem or travel allowance, or other such special benefits or fees.
- B. Longevity bonus shall be based on full time continuous service.
- C. Following completion of five (5) full years of service, each employee shall receive annual longevity payments as provided in the schedule.
- D. To be eligible for longevity payment subsequent to the first payment, an employee must have completed the service required for original eligibility, plus a minimum of one additional year of such service for each payment.
- E. Payments to employees who become eligible by their employment anniversary date of any year shall be due the following December 1st. The first payment shall be due December 1, 197~~8~~².
- F. Longevity Bonus Schedule:

| (Continuous Service) | (Annual Bonus) |
|------------------------------------|-------------------|
| 5 or more, but less than 10 years | 2% of Annual Wage |
| 10 or more, but less than 15 years | 4% of Annual Wage |
| 15 or more, but less than 20 years | 6% of Annual Wage |
| 20 or more years | 8% of Annual Wage |

- G. Employees who are eligible for longevity bonus payments and who sever employment, retire on a service or disability retirement basis, or in case of death to the employees beneficiary shall be paid on a pro-rated bonus.
- H. No longevity payment as above scheduled, shall be made for that portion of an employee's regular annual salary or wage which is in excess of Eight Thousand Dollars (\$8,000.00)

ARTICLE XLV

CLASSIFICATION AND RATE (per hour)

| <u>CLASSIFICATION</u> | <u>START</u> | <u>PERMANENT AFTER PROBATION</u> | <u>ONE YEAR</u> | <u>TWO YEARS</u> | <u>THREE YEARS</u> |
|-----------------------|--------------|--------------------------------------|-----------------|------------------|--------------------|
| NURSE ATTENDANT | \$2.15 | \$2.25 | \$2.40 | \$2.60 | \$2.80 |
| WARD CLERK | \$2.15 | \$2.25 | \$2.40 | \$2.60 | \$2.80 |
| HOUSEKEEPER | \$2.00 | \$2.10 | \$2.20 | \$2.40 | \$2.60 |
| LINEN SERVICE | \$2.00 | \$2.10 | \$2.20 | \$2.40 | \$2.60 |
| WASHING MAC. OP. | \$2.00 | \$2.20 | \$2.40 | \$2.50 | \$2.70 |
| DIETARY SERVICE | \$2.00 | \$2.10 | \$2.20 | \$2.40 | \$2.60 |
| CHIEF COOK | \$2.60 | \$2.80 | \$3.00 | \$3.20 | \$3.40 |
| COOK | \$2.30 | \$2.50 | \$2.70 | \$2.90 | \$3.10 |
| MAINTENANCE | \$2.45 | \$2.65 | \$2.85 | \$3.05 | \$3.25 |

SECTION 1. No employee shall receive less than ten (10) cents additional per hour or the maximum of their rate whichever is greater effective May 1, 1972. Thereafter all employees who are receiving a rate of pay over and above the rate per classification shall be placed in a red circle rate until such time as the rate in their classification equals or exceeds their rate. Effective May 1, 1973 ten (10) cents per hour shall be applied across the board to all of the above classifications and rates per hour as published.

SECTION 2. When in the discretion of the Administrator, a Nurse Attendant is assigned to set up and/or pass medications or perform sterile techniques, they will be compensated at the rate of \$3.10 per hour, or their regular rate if higher, for all time so worked to the nearest tenth of an hour.

SECTION 3. Based on previous experience, the Employer may hire new employees at a rate over the starting rate for the classification, but not to exceed the one year rate.

ARTICLE XLVI

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until May 1, 1974.

SECTION 1. If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.

SECTION 2. 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 60 days written notice prior to the current year's termination date.

SECTION 3. If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days written notice of termination.

SECTION 4. 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, but the Agreement shall not be subject to termination or reopening prior to the period immediately preceding May 1, 1974 as specified above.

SECTION 5. 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 1034 N. Washington Street, Lansing, Michigan 48906; and if the Employer, addressed, 3882 Dobie Road; Okemos, Michigan 48864, or to any such address as the union or the Employer may make available to each other.

ARTICLE XLVII

EFFECTIVE DATE AND PAY BOARD REVIEW

The provisions of this Agreement shall become effective to the extent of the 5.5 per cent increases allowed by the Federal Pay Board effective May 1, 1972. The Agreement will then be sent to the Pay Board rules that the economic provisions of this Agreement are consistent with its guidelines and standards, all provisions of the Agreement will be implemented; but if the Pay Board determines that all or part of specific provisions of the Agreement fail to conform to their guidelines, such provisions shall not be implemented. Under these conditions the failure to implement such provisions of this Agreement shall not effect the remainder of the Agreement.

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 7th day of July 1972.

FOR THE UNION:

Robert W. Chittenden

Robert W. Chittenden
Field Representative,
Council 55, AFL-CIO

FOR THE EMPLOYER:

Gudson M. Werbelow

Gudson M. Werbelow
Chairman, Ingham County
Social Services Board

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Dennis Curry

WITNESSED BY:

Barbara J. Long

Winnona J. Knapp

Juan Bump

Norma J. Osborne

Paula E. Van Lier

WITNESSED BY:
