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AGREEMENT

BETWEEN

IRON COUNTY MEDICAL CARE FACILITY

AND

IRON COUNTY MEDICAL FACILITY EMPLOYEES  
CHAPTER OF LOCAL #1424

AFFILIATED WITH

MICHIGAN COUNCIL 55

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

*Iron County Medical Care Facility*

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*Iron County Medical Care Facility  
Crystal Falls, Mich. 49920*

INDEX

<u>Article</u>	<u>Page</u>
1. Recognition. (Employees Covered) -----	1
2. Aid to Other Unions -----	1
3. Union Security (Agency Shop) -----	1
4. Dues Check Off -----	2
5. Representation Fee Check Off -----	2
6. Remittance of Dues and Fees -----	4
7. Recognition of the Facility's Right to Manage -----	4
8. Work Interruptions -----	4
9. Union Representation -----	5
10. Special Conferences -----	5
11. Rules of Grievance Procedure -----	5
12. Grievance Procedure -----	6
13. Payment of Back Pay Claims -----	7
14. Computation of Back Wages -----	7
15. Discharge and Discipline -----	7
16. Seniority (Probationary Employees) -----	8
17. Seniority Lists -----	8
18. Loss of Seniority -----	9
19. Seniority of Stewards -----	9
20. Seniority of Officers -----	9
21. Supplemental Agreements -----	9
22. Layoff Defined -----	9
23. Recall Procedure -----	10
24. Transfers -----	10
25. Promotions -----	11
26. Veterans (Reinstatement of) -----	11
27. Educational Leave of Absence for Veterans -----	11
28. Leave of Absence -----	12
29. Union Bulletin Boards -----	13
30. Rates for New Jobs -----	13
31. Temporary Assignments -----	13
32. Jury Duty -----	13
33. Safety Committee -----	13
34. Equalization of Overtime Hours -----	13
35. Workmen's Compensation. (On-the-Job Injury) -----	14
36. Appendixes -----	14
37. Working Hours -----	14
38. Sick Leave -----	15
39. Funeral Leave -----	16
40. Time and One Half -----	17
41. Holiday Provisions -----	17
42. Vacation -----	17
43. Vacation Period -----	18
44. Health and Life Insurance -----	19
45. Computation of Benefits -----	19
46. Anti-Discrimination -----	19
47. Termination and Modification -----	19
Appendix A - Pension Plan -----	+1
Appendix B - Rates -----	+1
Appendix C - Uniform Allowance -----	+2
Appendix D - Longevity -----	+2
Appendix E - Meals -----	+3
Appendix F - Miscellaneous -----	+3

## AGREEMENT

This Agreement entered into on this first day of January, 1975, between the Iron County Medical Care Facility (hereinafter referred to as the "Employer") and the Medical Care Facility Employees Chapter of Local #1424, affiliated with 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.

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.

### 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 of all employees of the Employer included in the bargaining units described below:

"All employees except registered nurses, licensed social workers, LPN's, department heads, confidential secretaries, and high school students and college students who are employed on a temporary basis."

### 2. AID TO OTHER UNIONS.

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

### 3. UNION SECURITY. Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be re-

quired, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

(d) Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.

#### 4. DUES CHECK OFF.

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

(b) Dues will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached.

#### 5. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as

AUTHORIZATION FORM

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union \_\_\_\_\_.

BY: \_\_\_\_\_  
Print Last Name First Name

\_\_\_\_\_  
Address Zip Code Telephone

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the Employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See page 3.

#### 6. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin: Check off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

#### 7. RECOGNITION OF THE FACILITY'S RIGHT TO MANAGE.

The Union recognizes and agrees that the Facility retains the sole right to manage and operate the Facility in all respects and as to all matters in connection with the exercise of such right, subject only to the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Facility may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Facility (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any question he has as to the Facility's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

#### 8. WORK INTERRUPTIONS.

The parties to this Agreement mutually agree that the services performed by employees covered by this Agreement are essential to

the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruptions of these services for any cause whatsoever by the employees it represents, nor shall they absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties.

#### 9. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

##### Stewards and Alternate Stewards:

- (1) - Nursing Service
- (1) - Kitchen
- (1) - Maintenance/Housekeeping
- (1) - Laundry
- (1) - For second and third shifts

The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

#### 10. SPECIAL CONFERENCES.

(a) Special conference for important matters will be arranged between the local president and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management and others as required. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference for which a written request has been made.

#### 11. RULES OF GRIEVANCE PROCEDURE.

(a) The Employer will answer in writing any grievance presented to it in writing by the Union.

(b) The grievance must be presented by the steward to the immediate supervisor within fifteen (15) calendar days of its occurrence.

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

(d) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of Management's last answer.

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

(f) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(g) A grievance shall be defined as a violation of this agreement. Any grievance shall refer to the provisions or provisions of this agreement alleged to have been violated and shall adequately set forth the facts pertaining to alleged violations.

(h) For the purpose of the grievance procedure, Saturday, Sunday and Holidays will not be counted.

## 12. GRIEVANCE PROCEDURE.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

### STEP I.

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

(b) The steward shall discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of within four (4) calendar days, it will be submitted in written form by the steward to the immediate supervisor.

(d) The immediate supervisor shall answer the grievance within four (4) calendar days.

### STEP II.

If the grievance remains unsettled, it shall be presented by the chapter chairman in writing to the Administrator within seven (7) calendar days after the response of STEP I is due. The Administrator shall respond, in writing, to the chapter chairman within five (5) calendar days.



STEP III.

(a) If the answer at STEP II is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Union Council.

(b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's last answer at STEP II, meet with the Employer for the purpose of attempting to settle the grievance, and if unable to do so, to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) calendar days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the employer. The arbitrator shall make his judgment based on the express terms of this agreement, and shall have no authority to add to or subtract from any of the terms of the agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

13. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

14. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

15. DISCHARGE AND DISCIPLINE.

(a) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward of the discharged employee, of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward; 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.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within three (3) calendar days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) calendar days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to STEP II of the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previous.

(e) For the purpose of this Article, Saturday, Sunday and holidays shall not be counted.

#### 16. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first thirty (30) working days of their employment. The thirty (30) working days probationary period shall be accumulated within not more than one-hundred eighty calendar days; He shall be entered on the seniority list of the unit and shall rank for seniority from the day thirty (30) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

#### 17. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) 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.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at least every six (6) months.

(d) Part-time employees shall earn one (1) year's seniority for each 2,080 hours worked.

(e) Seniority for full-time employees shall be from their last date of hire.

18. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the employer, unless later proven that the circumstances were such that the employee was unable to notify the employer. After such absence, the employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

19. 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 classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in the classification they can perform.

20. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the chapter chairman, secretary, chief steward and local union officers who are members of the bargaining unit shall, in the event of a layoff only, be continued at work at all times, provided they can perform the work available and are members of the bargaining unit.

21. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of such supplemental negotiations.

22. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of operating funds.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Seasonal and temporary employees will be laid off first; then probationary employees on a unit-wide basis. Seniority employees will be laid off on a unit-wide basis according to seniority as defined in Articles 15, 17 and 18. It is agreed that the remaining employees must meet the minimum requirements of the job they would be performing.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

### 23. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority in their unit, as defined in Sections 15 (d) and (e), 17 and 18. Notice of recall shall be sent to the employee at his last-known address by certified mail. If an employee fails to report for work within ten (10) days from date of receipt of notice of recall he shall be considered a quit.

### 24. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is within sixty (60) calendar days 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 purpose of any benefits provided for in this agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(c) The Employer agrees that in any movement of work not covered above in (a) and (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in the building at least seven (7) calendar days prior to filling such vacancy or newly-created position.

25. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in the building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

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

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's chief steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four (4) 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 reason shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Employees off from work because of vacation or sick leave shall be given the opportunity to bid on open jobs by sending written notice to their home and shall have submitted their bid within ten (10) days of such mailing.

26. VETERANS. Reinstatement of.

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

27. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) 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 (2) weeks per year is the limit.

28. LEAVE OF ABSENCE.

(a) Leaves of absence, after one (1) full year of employment, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave.
3. Illness leave, physical or mental.
4. Prolonged illness in immediate family with physician's certificate. For the first six (6) months that an employee is on a leave of absence due to illness in the immediate family, they shall accrue seniority. After six (6) months, they shall retain their seniority but will not accrue any additional seniority.
5. Educational leave related to Facility job requirements.
6. Other special cases which may be decided individually by the supervisor and Administrator with Board approval.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on leave 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, or to a position to which his seniority entitles him. This shall apply to items 1, 2, 3 and 4 above, with the exceptions as listed above. An employee on leave of absence for items 5 and 6 above, shall retain their seniority.

(c) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

(d) The chapter secretary shall receive copies of all leaves and the reasons for which the leave was granted.

29. UNION BULLETIN BOARDS.

The Employer will provide bulletin boards in each building 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.

30. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

31. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

32. JURY DUTY.

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

33. SAFETY COMMITTEE.

A safety committee of employees and the employer representatives is hereby established. This committee will include the steward from each department and shall meet at least every thirty (30) days during regular daytime working hours for the purpose of making recommendations to the Employer.

34. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted bi-weekly in a prominent place in each department.

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

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 (two "2" hour minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

35. WORKMEN'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hours.

36. The following appendixes are incorporated and made a part of this Agreement:

- Appendix A - Pensions
- Appendix B - Classifications and Rates
- Appendix C - Uniforms or Uniform Allowance
- Appendix D - Longevity
- Appendix E - Meals

37. WORKING HOURS. Shift Premium and Hours.

(a) Employees who work on the second or third shift shall receive, in addition to their regular pay for the pay period, eight (8) cents per hour and twelve (12) cents per hour respectively, additional compensation.

(b) The regular shift starting time for the various departments will be as listed below:

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>
Nursing Service	7 - 3* 8 - 4	3 - 11	11 - 7
Dietary	6 - 2	7 - 3 * 8 - 4	12 - 8
Laundry	6 - 2* 5 - 1	7 - 3 * 6 - 2	
Housekeeping	6 - 2	7 - 3	
Maintenance	8 - 4	4 - 12	

\*Winter



The foregoing provisions are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work. In the event that the employer wishes to change the usual work hours of work, the employer shall notify, in writing, the president of the chapter of the union of the contemplated change one (1) week prior to the change, and the reason therefor. After receipt of such notice, the Union shall have the right to request a special conference regarding such change. If no such request is made within one (1) week after receipt of such notice, the union will be deemed to have agreed thereto.

If not resolved by the above method, it may be submitted to Step III of the grievance procedure.

(c) The regular full working day shall consist of eight (8) hours per day.

(d) With thirty (30) minutes off for lunch included in the eight hour period.

(e) Employees may take a fifteen (15) minute "coffee break" in the a.m. and also a fifteen (15) minute "coffee break" in the p.m., or the first half and second half of their regular shift, whichever may apply.

(f) An employee reporting for overtime duty shall be guaranteed at least four (4) hours' pay at the rate of time and one-half.

(g) All employees shall be scheduled not to exceed forty (40) hours in one week.

(h) There shall be at least sixteen (16) hours off between shifts except in the event of an emergency.

(i) The work schedule shall be posted on the bulletin boards.

#### 38. SICK LEAVE.

All full-time employees covered by this agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, with one-hundred (100) days maximum accumulation. Fifty per cent (50%) of unused sick leave will be paid upon severance, retirement or to the beneficiary in event of death. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(a) An employee may maintain a fifty (50) day credit and receive one-half (1/2) pay for any unused sick days above and beyond the fifty (50) days at the end of each year of continuous employment, to be paid the first payday in January of the following year.

(b) Sick leave may be used for the following reasons:

1. Illness of an employee.

2. Illness of a member of an employee's household when living under the same roof as the employee.
3. For doctor or dentist appointment.

(c) Each employee must sign an affidavit specifying the reason for absence. Falsification is cause for immediate dismissal.

(d) Paid sick time allowance is provided for absences legitimately due to the above. If you make excessive claims for paid sick time, you will be required to take a physical examination. An employee's personal physician shall be proper proof of an employee's ability to perform his duties.

(e) An employee shall call at least two (2) hours in advance if unable to come to work, unless there is an emergency; Failure to do so may result in loss of pay for that shift.

(f) The employee absent in excess of three (3) days shall be required to produce evidence in the form of a medical certificate or otherwise of the adequacy of the reason for his absence during the time for which sick leave is granted upon return to work.

(g) An employee on duty injured in an accident arising out of and in the course of Facility employment, shall be continued on the payroll sick leave. The number of days for which the employee shall have been paid shall be charged against the employee's accumulated sick leave reserve.

(h) Sick leave shall be taken upon a five (5) day work week basis. Holidays falling within a period of sick leave shall not be counted as work days.

(i) Sick leave shall not accrue during a leave of absence without pay.

(j) Employees shall not be entitled to use sick leave until the completion of six (6) full months of continuous full-time service, except in cases of injury incurred in the line of duty.

### 39. FUNERAL LEAVE.

A full-time employee shall be allowed up to three (3) working days as funeral leave days, not to be deducted from sick leave, for death in the immediate family as defined, and up to three (3) additional days, if needed, to be deducted from earned sick leave. Immediate family is to be defined as follows: Mother, father, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents or grandchildren. Any one employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

40. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

- (a) For all hours over eight (8) worked in one day.
- (b) For hours in excess of forty (40) worked in one week.

41. HOLIDAY PROVISIONS.

(a) Full-time employees are entitled to the following legal holidays:

- |                  |                     |
|------------------|---------------------|
| New Year's Day   | Thanksgiving Day    |
| Memorial Day     | Christmas Day       |
| Independence Day | Employee's Birthday |
| Labor Day        |                     |

(b) The department supervisor will schedule the holiday time off. Consideration will be given, as far as possible and reasonable, to the individual's desires. Wherever possible, personnel will be scheduled so that all may have a turn for an actual holiday. Any employee required to work on a holiday shall be paid double his regular rate for that shift.

(c) In order to be eligible for a paid holiday, an employee must work both his last scheduled work day before the holiday and the first scheduled work day after the holiday.

(d) Shift premium is not paid for sick leave, holiday or vacation hours.

(e) An employee ill on a holiday and scheduled to work will receive another day off at a later date.

(f) Holiday - Part-time: Any part-time employee required to work on a holiday (as designated by the supervisor) shall be paid for the holiday at the regular pay in addition to the work day.

(g) Employees shall be scheduled in such a way as to have alternate holidays off.

(h) For the purpose of computing holiday benefits, the shift starting at 11:00 p.m. the day preceding the holiday shall be considered the first shift of the holiday.

42. VACATION.

(a) Full-time employees are entitled to annual leave pay of one (1) day each month to a limit of twelve (12) work days annually, excluding weekends and holidays.

(b) After five (5) years of service, a full-time employee is entitled to one and one-quarter (1 1/4) days per month, fifteen

(15) work days annually.

(c) After ten (10) years of service, a full-time employee is entitled to one and one-half (1 1/2) days per month, eighteen (18) work days annually.

(d) After fifteen (15) years and over, an employee is entitled to twenty (20) work days annually.

(e) Vacation time cannot be used by an employee until he has been on the payroll for twelve (12) continuous months.

(f) Employees with seniority have preference in scheduling vacations.

(g) Accumulated earned vacation days will be paid for at the regular rate of pay upon termination of employment.

PART-TIME EMPLOYEES: Paid vacations are granted as follows:

$$\frac{\text{Hours Worked}}{2,000} \times \text{Full-time Equivalent}$$

Above vacation pay to be determined on July 1 of each year.

#### 43. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

X (c) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period. Vacation must be taken within one (1) year following the anniversary date.

(e) If an employee becomes ill or is injured and under the care of a duly-licensed physician during his vacation, the vacation will be re-scheduled upon presentation to the Facility of written certification of disability signed by the physician. If the illness or injury causes incapacity for the balance of the year, payment in lieu of vacation will be made.

(f) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

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

#### 44. HEALTH AND LIFE INSURANCE.

(a) After one (1) month of employment, all full-time employees are covered, at no cost to the employee, with Blue Cross/Blue Shield MVF-1 with D45 NM and ML riders.

(b) The full-time employee may also insure his dependents for health insurance under this plan at the current premium for dependents; such premium to be deducted monthly from his paycheck.

(c) In the event of leave of absence for other than illness or injury, the full-time employee is carried for one (1) month, after which time the employee must pay the premium if he or she wishes to continue the coverage.

(d) The Employer shall cover all employees with \$1,500 of term life insurance at no cost to the employee.

#### 45. 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.

#### 46. ANTI-DISCRIMINATION.

The Facility and the Union agree that all provisions of this agreement shall be applied to all employees without regard to race, creed, national origin, marital status, sex, political or religious affiliation.

#### 47. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until December 31, 1975.

(a) If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this agreement has been given

in accordance with the above paragraphs, this agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) 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.

(e) 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 Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to Crystal Falls, Michigan 49920; or to any such address as the Union or the Employer may make available to each other.

LOCAL #1424, COUNCIL #55  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES,  
AFL-CIO

IRON COUNTY MEDICAL CARE FACILITY

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APPENDIX A

PENSION PLAN

(a) The Pension Plan shall be Municipal Employee Retirement System, Plan C-1.

(b) Retirement is compulsory on January 1 following the 65th birthday, however, this may be extended by mutual agreement between the Facility and the Union.

APPENDIX B

	<u>RATES</u>	
	<u>Start</u>	<u>Six Months</u>
Nursing Assistant	\$ 2.77	\$ 2.97
Nursing Assistant Ambulance	2.82	3.02
Diversional Therapy Assistant	2.62	2.87
First Cook, Baker	2.67	2.87
Kitchen Aide	2.47	2.67
Washer	2.62	2.82
Laundry Aide	2.47	2.67
Maintenance, Janitor, Painter	2.77	2.97
Maintenance, Janitor	2.77	2.97
Janitor	2.72	2.92
Maid	2.72	2.92
Ward Clerk	2.67	2.92
Social Service Aide	2.72	2.97
Central Supply Aide	2.67	2.92
Occ. Therapy Supervisor	2.74	2.99
Lab Technician Aide	2.77	3.02
Assistant Food Supervisor	2.72	2.97
Secretary	2.61	2.86
Physical Therapy Aide	2.77	3.02

APPENDIX B

RATES

Continued . . .

	<u>Start</u>	<u>Six Months</u>
Housekeeping Supervisor	\$ 2.77	\$ 2.97
Medical Secretary	2.77	3.02
Clothing Custodian	2.50	2.75
Laundry Supervisor	3.20	3.45

APPENDIX C

UNIFORM ALLOWANCE

All full-time employees, after one (1) full year of employment, will be allowed a twenty-five dollar (\$25.00) per year uniform allowance, to be determined September 15 and to be paid during the month of September.

The Uniform Allowance for part-time employees shall be pro-rated by the following formula:

$$\frac{\text{Hours Worked}}{2,000} \times \text{Regular Full-time Equivalent}$$

APPENDIX D

LONGEVITY

(a) All full-time employees who have completed five (5) years of service will receive an additional five dollars (\$5.00) per month.

(b) All full-time employees who have completed ten (10) years of service will receive an additional five dollars (\$5.00) per month.

(c) All full-time employees who have completed fifteen (15) years of service will receive an additional five dollars (\$5.00) per month.

Longevity pay will be determined as of October 1 each year and will be included in the first pay period of December.

Employees not completing a full year will be paid for the number of months they have completed.

Employees retiring after age sixty (60) will receive their longevity pay on a pro-rated basis for the number of months completed.



APPENDIX E

MEALS

The cost of meals will be forty cents (\$.40) per day for the duration of this Agreement.

APPENDIX F

MISCELLANEOUS

High school and college students will not be used to reduce regular part-time employees' hours.

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