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11/1/97

AGREEMENT

BETWEEN

IRON COUNTY MEDICAL CARE FACILITY

AND

IRON COUNTY MEDICAL FACILITY EMPLOYEES'

CHAPTER OF LOCAL #1424  
Affiliated With  
Michigan Council #25  
American Federation of State, County  
and Municipal Employees  
AFL-CIO

*Iron County Medical Care Facility*

Effective: November 1, 1996

Expiration: November 1, 1997

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## AGREEMENT

This Agreement entered into on this 1st day of November, 1996, 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 #25, 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.

The general purpose of this Agreement is to set forth terms and conditions of employment. Further, it is to promote orderly and peaceful labor relations for the mutual interests of the Employer, the employees, and the Union.

The parties recognize that the interests of the public 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 parties 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 hereby recognizes the Union as the employees' exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement. All employees of the Employer included in the bargaining units are described below:

All employees, except registered nurses, licensed social workers, LPNs, department heads, confidential secretaries, business office secretary, medical secretary, high school students and those 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

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a 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 forty-five (45) days after the effective date of this Agreement, and said 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 forty-five (45) working days 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, shall be decided at the final step of the grievance procedure.

4. DUES CHECKOFF

(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"). This 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 thirty (30) days immediately prior to expiration of this contract. The termination shall be given both to the Employer and to the Union.

(b) Dues will be authorized, levied, and certified in accordance with the constitution and the bylaws 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) Dues deduction 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 Michigan Council 25, AFSCME, AFL-CIO, in behalf of Local \_\_\_\_\_.

By:

---

SIGNATURE                      EMPLOYER'S COPY                      DATE

**5. REPRESENTATION FEE CHECKOFF**

(a) The Employer agrees to deduct from the wages of any employee who is not a Union member the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d). This 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 thirty (30) days immediately prior to expiration of this contract. The termination notice shall 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.

**6. REMITTANCE OF DUES AND FEES**

(a) Deductions. Checkoff deductions under all properly executed authorizations 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 from any calendar month shall be remitted to such address designated by the appropriate financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. This list shall be submitted no later than the fifth (5th) day of the month following the period in which the dues were deducted.

(c) The Employer also shall indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their



employment status, are no longer subject to deductions. Further, the Employer shall advise said financial officer by submission of an alphabetical list of all new employees since the date of submission of the previous month's remittance of dues.

7. RECOGNITION OF THE EMPLOYER'S RIGHT TO MANAGE

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

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given to the employee by the Employer. (unless doing so would obviously jeopardize the health or safety of the employee or others). The employee shall raise any questions as to the Employer's right to give the employee the order or instruction only after the employee carries out the order or instruction. The employee's question must be based on a reasonable and sensible interpretation of a specific provision(s) of this Agreement.

This Agreement supersedes any past practice(s) or previous agreement(s), verbal or written, between or among any of the parties hereto and any employee(s) covered hereby which is in conflict in any way with this Agreement.

8. DEFINITION OF EMPLOYEE STATUS

(a) Permanent Full-Time Employee. A permanent full-time employee is defined as one who is scheduled for forty (40) hours per week.

The employee is entitled to all wage supplements and fringe benefits herein set forth in this Agreement.

9. 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.

The Union and the Employer agree that violation of this section may result in discipline up to and including discharge for violation of this section.

10. UNION REPRESENTATION

It is mutually understood that the principle 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) - Second and Third Shifts

From the above, one (1) steward shall be selected as Chief Steward by the unit members.

The stewards, during their working hours, shall investigate and/or present grievances to the Employer without loss of time or pay. The steward shall notify their supervisor before leaving the work area.

11. SPECIAL CONFERENCES

(a) Special Conferences for important matters shall be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be attended by 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. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Special conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. Conferences may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet with employees at a place designated by the Employer at the Facility for at least one-half (1/2) hour immediately before the conference for which a written request has been made.

12. 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) 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 decision not appealed by the Union within fifteen (15) calendar days 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 canceled. If the grievance is reinstated, the financial liability shall date only from the time of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal, the grievance shall not be reconsidered. 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, a withdrawal without prejudice shall not affect financial liability.

(f) After a case has been referred to the Federal Mediation and Conciliation Service, 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 as it applies to employees. Any grievance shall refer to the provision or provisions of this Agreement alleged to have been violated and shall adequately set forth the facts concerning alleged violation.

### 13. GRIEVANCE PROCEDURE

Any employee having a grievance shall present it to the Employer as follows:

#### STEP 1:

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

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

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

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

#### STEP 2:

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson in writing to the Administrator within seven (7) calendar days after the response of Step 1 is due.

The Administrator shall respond in writing to the Chapter Chairperson within seven (7) calendar days.

**STEP 3:**

(a) If the answer at Step 2 is not deemed to be satisfactory and the Union wishes to carry it further, it 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 2, 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 Federal Mediation and Conciliation Service 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 the arbitrator's judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of its terms. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

**14. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee might otherwise have earned at the employee's regular rate.

**15. DISCHARGE AND DISCIPLINE**

(a) In cases of discipline and discharge, employees will be informed as to the nature of the business for which their supervisors may require their presence in a meeting. If the nature of the business is for discipline, suspension or discharge, the Employer will advise the employee of his or her right to Union representation and to have a Union representative present prior to any discussion on the matter.

(b) The discharged or disciplined employee shall be allowed to discuss the employee's discharge or discipline with the steward. The Employer shall make available an area where the employee may do so before the employee is required to leave the property of the Employer. Upon request the Employer or its designated representative shall 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 shall review the discharge or discipline and give its written 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 2 of the grievance procedure.

In cases of alleged resident abuse, under state and federal regulations an employee may file a grievance concerning resident abuse that has been reported to and investigated by the Michigan Department of Public Health, or any other federal or state agency, which initially will be processed through the Employer step, Step 3(b), of the grievance procedure, Article 13.

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

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

(d) Use of Past Record. In imposing any discipline on a current charge within a discipline group, the Employer shall not take into account any discipline which is more than 24 months old. It is specifically understood that the 24-month period is within each of the four (4) discipline groups and begins with the date of the first discipline. The disciplinary cycle must be completed within the twenty-four (24) month period. For purposes of this section, discipline shall be the discipline given by the Facility, not any particular infraction leading to the discipline.

(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 ninety (90) working days of their employment. During this probationary period, new employees will receive a written evaluation after approximately forty-five (45) days of work. Upon completion of this probationary period, they shall be entered on the seniority list of the unit and shall rank from their date of hire. Those hired on a part-time status shall be considered as probationary employees for the first ninety (90) working days, and upon completion of this probationary period, they shall be entered on the seniority list of the unit and shall rank from their date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining and other conditions of employment as set forth in Section 1 of this Agreement. Discharged and disciplined employees (for other than Union activity) are excluded.

17. SENIORITY LISTS

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

(b) On the date of this Agreement the seniority list shall be prepared in order of seniority and shall show the names and job titles of all employees of the unit.

(c) The Employer shall keep the seniority list up-to-date and shall provide the Union membership with current copies at least every six (6) months.

(d) Seniority for employees shall be from their last date of hire.

18. LOSS OF SENIORITY

An employee shall lose the employee's seniority for the following reasons only:

(a) If the employee resigns.

(b) If the employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

(c) If the employee is absent for two (2) 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 shall send written notification to the employee at the employee's last known address. It shall inform the employee that the employee has lost the employee's seniority and the employee's employment has been terminated. If the disposition made of any such case is not deemed to be satisfactory, the matter may be referred to the grievance procedure.

(f) The employee is not able or fails to perform assigned duties of employment for a period of five hundred twenty (520) consecutive workdays.

19. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff, be continued as long as there is a job in the classification which they can perform. They shall be recalled to work in the event of a layoff on the first open job within their capabilities.

20. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the chapter chairperson, secretary, chief steward and Local Union officers (members of the bargaining unit) shall, in the event of

a layoff, be continued at work at all times if they can perform the work available and are members of the bargaining unit.

21. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to 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 in work or lack of operating funds.

(b) If a layoff becomes necessary, the following procedure shall be mandatory: Seasonal and temporary employees shall be laid off first and then probationary employees on a unit-wide basis. Senior employees shall be laid off on a unit-wide basis. Senior employees shall be laid off on a unit-wide basis according to Articles 17, 18, and 19. It is agreed that the remaining employees shall meet the minimum requirements of the job they perform. After the layoff is complete and the least senior employees are laid off, the Employer may transfer employees remaining as needed to meet patient care needs. It is specifically understood that the least senior qualified employees may be transferred to other areas, units, departments, or shifts.

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

23. RECALL PROCEDURE

When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Articles 17, 18, and 19. Notice of recall shall be sent to the employee at the employee's last-known address by certified mail. If an employee fails to report for work within ten (10) days from the date of receipt of notice of recall, the employee shall be considered to have resigned.

24. TRANSFERS

(a) Transfer of Employees. If an employee is transferred to a position not included in the unit and within ninety (90) calendar days is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of this Agreement.



(b) The Employer agrees that in any movement of work not covered above it shall discuss the movement with the Union to protect the seniority of the employees involved.

(c) 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 shall be posted (in a conspicuous place in the building) for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying and meeting the minimum requirements shall be granted a thirty (30) working day trial period to determine:

1. The employee's desire to remain on the job.
2. The employee's 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 thirty (30) working day trial period, the employee shall have the opportunity to return to the employee's 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 then may become a proper subject for the second step of the grievance procedure.

(c) Employees shall receive the beginning rate of pay for the job which they are performing during the first thirty (30) working days. After having been in the new job classification for thirty (30) working days, the employee shall receive the top rate of pay for the job which the employee is performing.

(d) Employees absent from work because of vacations or sick leave shall be given the opportunity to bid on open jobs by advising their department head in writing, with a copy to the employee signed by the employee's department head, prior to the commencement of the vacation or sick leave. Employees bidding on a vacancy or newly-created position must be able to start work in that position within fifteen (15) working days.



26. VETERANS (Reinstatement)

The re-employment rights of the employees and probationary employees shall 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 Military Training Act, as amended, and other applicable laws and regulations shall be granted leaves of absence for a period not to exceed 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 the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve pay and their regular pay with the Facility when they are on full-time active duty. Proper proof of service and pay shall be submitted. A minimum of two (2) weeks per year is allowed.

28. LEAVE OF ABSENCE

(a) After one (1) full year of employment, leave for a period not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any elected or appointed public position.
2. Physical or mental illness.

(a) Before returning to work, the employee must present a doctor's statement as to their ability to return to work and perform normal functions.

3. Prolonged serious illness of an employee's child, including in-house stepchild, parent, or current spouse accompanied by a physician's certificate.
4. Educational leave related to Facility job requirements.
5. Other special cases which may be decided individually by the supervisor, administrator, and Board of Social Services.

All paid time must be taken before any unpaid time may be taken, except employees may save eighty (80) hours of sick leave if they choose, to be used upon their return from family leave.

(b) Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement and shall be returned to the position previously held at the time the

leave was granted, if available, and if not, to a position to which the employee is entitled according to seniority and qualifications. An employee shall accrue seniority up to a maximum of one (1) year while on a leave of absence granted by the provisions of this Agreement, except for Sections 3, 4, and 5 above. In the case of Section 3, the employee shall accrue seniority for the first six (6) months that the employee is on such a leave, and thereafter the employee shall retain the employee's seniority but not accrue additional amounts. Those on leave pursuant to Sections 4 and 5 above shall only 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 or conventions. The Union agrees to notify the Administrator in writing of the names of the employees approved to attend no less than seven (7) calendar days prior to such intended absence.

(d) The Employer shall provide to the chapter secretary the name of any bargaining unit member who has been granted a leave of absence, along with the leave period (length of time) and basic reason (as listed 1-5 in Article 28) for the granting of the leave of absence.

#### 29. UNION BULLETIN BOARDS

The Employer shall provide a bulletin board to 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 shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree, it shall be subject to negotiation.

#### 31. TEMPORARY ASSIGNMENTS

Temporary assignments are for the purpose of filling vacancies of employees who are temporarily absent. They will be granted to the senior employee who meets the requirements for such job. In temporary assignments of thirty (30) working days or less, the employee is to receive the higher rate. Temporary assignments of over thirty (30) working days shall be posted and bid on according to Article 24(c) and Article 25.

32. JURY DUTY

Employees who have completed their probationary period who are summoned and report for jury duty shall be granted a jury duty leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty in an amount equal to eight (8) straight time hours or the hours the employee was otherwise scheduled to work, and the employee shall tender all amounts received by the court to the Facility. In the case of federal court duty in Marquette, Michigan, employees shall not be required to submit amounts received for mileage, meals, or motel. In order to receive payment under this Article, an employee must submit to the Employer as far in advance as possible the jury duty summons, and the employee must furnish satisfactory evidence that the jury duty was performed at the summons of the court for the days the employee claims jury duty pay, together with all the amounts received for jury duty pay. An employee who is summoned by the court for the jury duty but who either does not serve as a juror or is excused from serving as a juror for any part of the scheduled working day must report for work promptly after being excused. As a general rule, day and midnight shift employees who have been selected for jury duty need not report for duty before jury duty. Employees who have not been "selected" yet should report for duty as scheduled and will be released for jury selection.

33. SAFETY COMMITTEE

A safety committee of employees and the Employer's representatives is hereby established. This committee shall include the steward from each department and shall meet at least every thirty (30) days during regular working hours for the purposes 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 classification. A list of employees who wish to be called will be maintained, and overtime opportunities will be rotated in order of seniority. Employees may elect in writing whether they wish to be called or do not wish to be called. This election may be made once per month.

35. WORKERS' COMPENSATION

Each employee shall be covered by the applicable Michigan Workers' Disability Compensation laws. Any employee now receiving workers' compensation weekly benefits and supplementary income from the Employer as of the date of this Agreement shall not have supplementary income discontinued so long as the employee continuously remains eligible for Workers' Disability Compensation Act benefits. Such supplementary benefit eligibility shall terminate as of the time such employee becomes ineligible for workers' compensation weekly benefits.

36. APPENDICES

The following appendices are incorporated and made a part of this Agreement:

- Appendix A - Pension Plan
- Appendix B - Classification and Rates
- Appendix C - Uniform Allowance
- Appendix D - Longevity
- Appendix E - Meals
- Appendix F - Displacement
- Appendix G - Longevity Savings
- Appendix H - Successor Clause
- Appendix I - Union Meetings
- Appendix J - Training
- Appendix K - Personal Sick Leave
- Appendix L - Incremental Sick Leave
- Appendix M - Scheduling Conference

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, twenty-five cents (25¢) per hour and thirty cents (30¢) per hour respectively.

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

	<u>First</u>	<u>Second</u>	<u>Third</u>
Nursing Services	6 - 2 7 - 3 8 - 4	3 - 11 1 - 9	11-7
Dietary	6 - 2 7 - 3 8 - 4	12 - 8	
Laundry	5 - 1 6 - 2 7 - 3		
Housekeeping	7 - 3 6 - 2	3 - 11	
Maintenance	7 - 3 8 - 4	3 - 11 4 - 12	11-7

These 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, it shall notify the president of the chapter of the Union in writing of the contemplated change one (1) week prior to the change. After receipt of such notice, the Union shall have the right to request a special conference. If no such request is made within one (1) week after receipt of such notice, the Union shall be deemed to have agreed.

If not resolved by the above method, it may be submitted to Step 3 of the grievance procedure.

(c) The regular work shift which shall consist of eight (8) hours within a workday includes a lunch period of one-half (1/2) hour as scheduled by the Facility, as well as two (2) paid rest periods (coffee breaks) of fifteen (15) minutes each.

(d) An employee reporting for overtime duty shall be guaranteed at least four (4) hours' pay at the rate of time and one-half. This subparagraph is expressly for the purpose of providing reporting pay to employees who report for work outside of their regular shift. This provision is not intended to cover an extension of a scheduled shift (*i.e.*, coming in early prior to the shift or stay over after the shift).

(e) All employees shall be scheduled so as not to exceed forty (40) hours per week.

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

(g) 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 percent (50%) of unused sick leave shall be paid upon voluntary or involuntary severance or to a designated beneficiary in the event of death. One hundred percent (100%) of unused sick leave shall be paid upon termination for reason of fully qualified retirement pursuant to the terms of this Agreement to a maximum of one hundred workdays (800 hours). While on sick leave, an employee shall be deemed to be an employee for the purpose of computing all benefits referred to in this Agreement.

(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 an immediate member of an employee's family, including the employee's current spouse, child, including in-house stepchild, or parent or stepparent.
3. Doctor or dentist appointment.

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

(d) Paid sick time allowance is allowed for legitimate absence. Excessive claims for paid sick time shall result in an employee (physical) examination. An employee's personal physician may submit proof of an employee's condition.

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

(f) An employee who is absent in excess of three (3) days shall be required to produce evidence in the form of a medical certificate stating the reason for the employee's absence. No sick leave may be granted without this certificate.

(g) Sick leave shall be granted on the basis of a five (5) day workweek. Holidays falling within a period of sick leave shall not be counted as workdays.

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

(i) Employees shall not be entitled to use sick leave until the completion of sixty (60) days of continuous full-time service, unless it is a work-related injury.

(j) An employee who suffers lost time from a work-related injury may use sick leave to cover the lost time if not covered by workers' compensation. The employee shall not use sick leave in excess of the employee's accumulated reserve to cover such lost time.

(k) Employees must use paid sick leave prior to unpaid sick leave as permitted by the Family Leave Act, except employees may save eighty (80) hours of sick leave to be used upon their return from family leave.

Paid sick leave to part-time employees shall be granted as follows:

$$\frac{\text{Hours Worked}}{2080} \times \text{full-time equivalent} = \text{pro rata factor}$$



Part-time sick leave shall be determined on July 1 of each year.

39. FUNERAL LEAVE

A full-time employee shall be allowed up to three (3) working days' funeral leave (not to be deducted from sick leave) for a death in the immediate family and up to three (3) additional days to be deducted from earned sick leave. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, grandparents, or grandchildren. Two (2) funeral leave days shall be granted for the death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, or brother-in-law. One (1) funeral leave day shall be granted for the death of a niece, nephew, uncle, or aunt. An employee selected as a pallbearer for a deceased employee shall be allowed one (1) funeral leave day with pay (not to be deducted from sick leave).

Part-time employees shall be allowed one (1) scheduled day off, with pay, for a death in the immediate family as defined in this Article (mother through grandchildren).

Any funeral leave taken by an eligible employee must be taken during the time of death and funeral, with the exception of a spring burial or memorial service.

40. TIME AND ONE-HALF

Time and one-half shall be paid as follows:

- (a) For all consecutive hours in excess of eight (8).
- (b) For all hours in excess of forty (40) worked in one (1) 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	Easter Sunday

(b) The department supervisor shall schedule the holiday time. Consideration shall be given (as far as possible and reasonable) to the employee's desires. Wherever possible, employees shall be scheduled so that each may have an actual holiday.

(c) In order to be eligible for a paid holiday, an employee shall work both the employee's last scheduled workday before the holiday and the first scheduled workday after the holiday. Should the employee fail to work for any reason, including illness, on one of these

days, the amount of holiday pay shall be the number of hours worked on the last scheduled day before the holiday plus the first scheduled day after the holiday, the sum of which shall be divided by 2. Article 45 shall not apply, and hours worked shall mean hours actually worked. Employees who are hospitalized or on an extended sick leave of more than 4 consecutive workdays shall receive holiday pay, provided they are paid sick leave. In addition, employees on personal leave or on funeral leave on the last scheduled day before the holiday or the first scheduled day after the holiday shall receive holiday pay as if they had actually worked.

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

(e) An employee who is absent due to illness on a holiday and scheduled to work shall receive another day off at a later date.

(f) Employees (either full-time or part-time) who work on a holiday shall receive a minimum of eight (8) hours' pay at their regular hourly rate plus one and one-half (1-1/2) times their regular rate of pay.

(g) Employees shall be scheduled for alternate holidays; however, this provision applies only to full-time employees.

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

(i) Birthdays for part-time employees shall be paid *pro rata* from birthday to birthday, with holiday pay being paid during the succeeding pay period.

Formula:

$$\frac{\text{Hours Worked}}{2,080} \times \text{full-time equivalent} = \text{pro rata factor}$$

#### 42. VACATION

(a) Full-time employees shall receive annual leave pay of one (1) day for each month up to twelve (12) workdays annually, excluding weekends and holidays.

(b) After five (5) years of service, a full-time employee shall receive one and one-quarter (1-1/4) days per month or fifteen (15) workdays annually.

(c) After ten (10) years of service, a full-time employee shall receive one and one-half (1-1/2) days per month or eighteen (18) workdays annually.

(d) After fifteen (15) years, a full-time employee shall receive one and three-fourths (1-3/4) days per month or twenty-one (21) workdays annually.

(e) Vacation time may not be used by an employee until the employee has been on the payroll for twelve (12) consecutive months.

(f) Senior employees shall have preference in scheduling vacations.

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

#### PART-TIME EMPLOYEES:

Paid vacations are granted as follows:

$$\frac{\text{Hours Worked}}{2,080} \times \text{full-time equivalent} = \text{pro rata factor}$$

#### 43. VACATION PERIOD

(a) Vacations shall be granted at such time during the year as are suitable, considering both the wishes of employees and the efficient operation of the employee's department.

A vacation request may be made by full-time and part-time employees and shall indicate a first choice, as well as a second choice, of dates requested. If a conflict of dates occurs whereby two (2) or more employees request the same vacation or vacation periods which would overlap and cannot be so scheduled consistent with the departments for performances of their services, the choice of the vacation period shall be granted in seniority order of the employees involved without regard to whether they are full or part-time. Vacation requests for emergency vacation shall be made to the Administrator. Granting of the request is at the discretion of the Administrator.

Employees will be notified in writing by the 15th day of December, March, May, and September if vacations are granted or denied. Unforeseen sick leave, LOAs, or patient care demands may make it necessary to cancel vacations at a later date. Employees will be notified as soon as possible if cancellation becomes necessary.

Requests received after dates posted will be considered only if there is an opening. Requests will have to be received by the tenth (10th) of the prior month. Notification if granted will be given within ten (10) days.

Vacations for the entire year should be requested as follows:

<u>By Dec. 1 for:</u>	<u>By March 1 for:</u>	<u>By May 1 for:</u>	<u>By Sept. 1 for:</u>
January	April	July	October
February	May	August	November
March	June	September	December

(b) Vacations shall be on consecutive days. However, vacations may be split into one (1) or more weeks, providing such scheduling does not seriously interfere with the Facility's operation.

(c) If a holiday falls during a scheduled vacation, then the vacation shall be extended one (1) day.

(d) A vacation may not be waived by an employee and no extra pay may be received for work during that period. Vacation shall be taken within one (1) year of the employee's anniversary date.

(e) If an employee becomes ill or is injured during the employee's vacation, then the vacation shall be rescheduled upon presentation to the Facility of a written certificate of disability by a physician. If the illness or injury causes incapacity for the remainder of the year, then payment in lieu of vacation shall be made.

(f) If an employee is laid off, retires, or otherwise severs the employee's employment, the employee shall receive any unused vacation credit including that accrued during the current calendar year. A recalled employee who has received a credit at the time of the employee's layoff for the current calendar year shall have such credit deducted from the employee's vacation during the following year.

(g) Vacations shall be allowed at Christmas, granted by seniority, provided replacements are available.

(h) Rate During Vacation: Employees shall be paid their current rate while on vacation and shall receive credit for any benefits provided for in the Agreement.

#### 44. HEALTH AND LIFE INSURANCE

(a) After one (1) month of employment, all full-time employees shall be covered by Blue Cross/Blue Shield with Option II Master Medical, \$3 co-pay prescription rider, PRE 100/20 and DRI-275 at the Employer's expense, except as addressed in Section (c) of this Article.

(b) After one (1) month of employment, the Employer shall pay fifty (50) percent of the monthly premium for all part-time employees enrolled in the health insurance plan described above.

(c) Full-time and part-time employees may also insure their dependents under this plan at the current premium rate. The premium shall be a monthly payroll deduction. Effective January 1, 1984, the Employer shall pay twenty-five percent (25%) of the cost for dependent coverage for all employees. Effective upon the change being made with Blue Cross/Blue Shield, the DRI 275 plan shall be implemented. The Employer will pick up the cost of the deductible for employees hired on or before October 1, 1992 (\$275) and \$550). Employees hired after October 1, 1992, shall pay the cost of their deductible under DRI 275.

(d) In the event of a leave of absence not for illness or injury, all employees shall be continued for one (1) month. After this time the employee shall pay the full premium if the employee wishes to continue the coverage. In the event the leave of absence is for conditions covered by the Family Leave Act, employee insurance shall be continued for twelve (12) calendar weeks, with employees paying their portion of the insurance. After this time, employees shall pay the full premium if the employee wishes to continue the coverage.

(e) The health insurance plan shall be extended to all employees retiring at age sixty-two (62) or later with at least ten (10) years of Facility employment. Such extension shall terminate on the employee's 65th birthday.

(f) The Employer shall provide all employees with \$2,500 of term life insurance.

(g) Effective March 1, 1987, the Employer shall provide a fully paid premium Comprehensive Preferred Dental Plan #8 (Blue Cross/Blue Shield) for all employees.

(h) Effective September 1, 1987, the Employer shall provide a fully paid premium for the Blue Cross/Blue Shield Vision Care Program.

(i) Any full-time employee who has health insurance through another source shall have the option to drop said insurance and with that option shall receive monthly payments of \$120 per month. The employee shall be eligible to re-enroll during the open enrollment period or in accordance with the special enrollment requirements of the carrier. If the re-enrollment option is exercised, the monthly payments will cease.

#### 45. COMPUTATION OF BENEFITS

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

#### 46. ANTI-DISCRIMINATION

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



47. POSTING OF WORK SCHEDULE

The Employer shall post monthly work schedules at least fifteen (15) days prior to the effective date thereof.

48. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until November 1, 1997 at 11:59 p.m.

(a) If either party desires to terminate this Agreement, it shall give written notification of same within ninety (90) days prior to the above termination date.

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

(c) If notice has been given in accordance with the above paragraph, this Agreement may be terminated by either party upon ten (10) days' written notice.

(d) Notice of Termination: Notice shall be in writing and shall be sufficient if sent by certified mail to the Union at 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, at Crystal Falls, Michigan 49920; or to any such address as the Union or the Employer may provide.

LOCAL #1424, MICHIGAN COUNCIL  
325, AFSCME, AFL-CIO:

IRON COUNTY MEDICAL CARE  
FACILITY:

*Sharon A. Harvath, Council 25*

*Lorraine J. Miller*

*Sue Vashola*

*Kelly Stevens*

*Nancy Rau*

*Laverne Mays*

*LeeAnn James*  
Council #25, AFSCME, AFL-CIO

*[Signature]*

*Paul B. Masney*

*Joseph F. [Signature]*

*Chester E. [Signature]*



APPENDIX A  
PENSION PLAN

The pension plan shall be Municipal Employees' Retirement System - Plan C-1 with F55/25. The employee contribution to the retirement system shall be three percent (3%).

APPENDIX B  
CLASSIFICATION AND RATES

<u>Job Classification</u>	<u>Effective November 10, 1996</u>	
	<u>Beg.</u>	<u>6 Months</u>
Nursing Assistant	\$9.36	\$9.65
Nursing Assistant/Transport Vehicle	9.42	9.72
Diversional Therapy Supervisor	9.31	9.69
Diversional Therapy Assistant	9.21	9.57
Physical Therapy Aide	9.36	9.72
Laboratory Technician Aide	9.36	9.72
Central Supply Clerk	9.20	9.57
Ward Clerk	9.20	9.57
Assistant Food Service Supervisor	9.42	9.79
First Cook/Baker	9.36	9.65
Dietary Cold Prep	9.31	9.61
Kitchen Aide	9.26	9.57
Maintenance-Janitor-Painter	9.50	9.79
Housekeeping Supervisor	9.36	9.65
Housekeeping Aide	9.26	9.57
Janitor	9.26	9.57
Laundry Leadman	9.36	9.65
Laundry Aide	9.26	9.57
Restorative Aide	9.36	9.72
Level One Maintenance	10.60	11.25

The above rate increase shall take effect only if the wage pass-through is renewed in its present form (additional .43¢). Should it not be renewed, no raise will be implemented and the parties will open negotiations immediately to discuss wages only. In the event the variable cost component of the Iron County Medical Care Facility remains the same or declines, all contractual wage rates will immediately revert to the wage rates in effect as of November 9, 1996, and either party may immediately reopen the Contract to discuss modifying all wage rates and classifications. In addition, the above increase is contingent upon the Facility's fund sources and amounts remaining constant. In the event that block grants, managed care, intergovernmental transfers or wage pass-throughs are reduced or have the effect of reducing the Facility's revenue, the above increase shall be rolled back to the rates in effect on November 9, 1996, and the Contract will be opened immediately to bargain concerning wages.

#### APPENDIX C UNIFORM ALLOWANCE

All full-time employees, after one (1) full year of employment, shall be allowed a uniform allowance of \$110 per year. This allowance shall be paid annually during the month of September.

The following formula shall determine the uniform allowance for part-time employees:

$$\frac{\text{Hours Worked}}{2,080} \times \text{regular full-time equivalent} = \text{pro rata factor}$$

#### APPENDIX D LONGEVITY

- (a) All full-time employees who have completed five (5) years of service shall receive an additional eleven dollars (\$11) per month.
- (b) All full-time employees who have completed ten (10) years of service shall receive \$18 per month.
- (c) All full-time employees who have completed fifteen (15) years of service shall receive \$23 per month.
- (d) All full-time employees who have completed twenty (20) years of service shall receive \$28 per month.
- (e) Longevity pay shall be computed as of the anniversary date of hire in each of (a), (b), (c) and (d) above and shall be paid during the first pay period of December on an annual basis.

(f) Employees with less than one (1) full year of service shall be paid for the number of months they have worked.

(g) Employees retiring after the age of sixty (60) shall receive their longevity pay on a *pro rata* basis for the number of months completed during the year of their retirement.

(h) For purposes of this Appendix, only full-time employees shall receive longevity and the number of years of service shall be defined as the number of full-time years of service to the Facility.

#### APPENDIX E MEALS

The cost of meals provided to the employees by the Employer shall be one dollar and seventy-five cents (\$1.75) each. In addition, if the employee works four (4) hours into the next shift, the employee will receive a free meal on the next shift worked, if available.

#### APPENDIX F DISPLACEMENT

High school and college students shall not be used to reduce regular part-time employees' hours. No regular employee shall be displaced with employees hired under federal, state, or county programs.

#### APPENDIX G LONGEVITY SAVINGS

Employees who have completed a minimum of five (5) years of service and who then become part-time employees shall not lose any longevity, but rather the longevity shall be prorated. With regard to vacation and sick leave under these circumstances, the employee has the option to take vacation time or freeze it. However, with regard to accumulated sick time, the employee has the option to use such sick time absences on scheduled workdays only when ill or freeze it.

#### APPENDIX H SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assigns, or transferees regardless of whether such succession, assignment, or transfer shall be voluntary or by operation of law. In the event of the Employer's merger or consolidation with another employer, then this Agreement shall be binding upon the consolidated entity.

## APPENDIX I UNION MEETINGS

Union meetings may be held on the Employer's premises during working hours with the following provisions:

- (a) No more than six (6) meetings per year.
- (b) Each meeting is to be no longer than twenty (20) minutes during the day shift.
- (c) The number of employees to be excused to attend a meeting shall be determined by the nurse in charge.
- (d) The employee must then inform their immediate supervisor of the meeting taking place.

## APPENDIX J TRAINING

All new employees shall be trained for a minimum of two (2) days by the professional staff prior to the employee's assumption of the employee's duties.

## APPENDIX K PERSONAL LEAVE

A full-time employee will be granted three (3) personal leave days beginning September 1st of each calendar year for personal reasons not to be deducted from sick leave and non-cumulative. However, twenty-four (24) hours notice must be submitted before personal leave days can be granted. Personal leave days shall be granted provided sufficient staffing can be maintained in the Facility and such permission shall not be unreasonably withheld. Employees may not take a personal leave day without the permission of their department head or his or her designee. Employees must have worked for forty-five (45) days in the full-time position before being able to use any personal leave days. Personal leave days shall not be granted to eligible employees on any designated holiday. One (1) personal leave day is to be taken in minimum increments of four (4) hours.

## APPENDIX L INCREMENTAL SICK LEAVE

Employees who leave work due to illness which occurred during their tour of duty shall be paid for the hours worked and paid sick pay, if sick leave is accumulated, for the balance of the shift.

APPENDIX M  
SCHEDULING CONFERENCE

The Parties agree to meet in an effort to establish a fair and reasonable schedule making seniority a priority. The first meeting to commence within 30 days of ratification with regularly scheduled meetings to follow.