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AGREEMENT

Between

PINECREST MEDICAL CARE FACILITY

and

LOCAL #854 and
AFSCME COUNCIL #25
AFL-CIO

Pinecrest Medical Care Facility

Effective Date: January 1, 1995
Termination Date: December 31, 1996

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AGREEMENT

Between Pinecrest Medical Care Facility, hereinafter referred to as the "Employer"; and American Federation of State, County and Municipal Employees, AFL-CIO, Local #854, and AFSCME Council 25, hereinafter referred to as the "Union".

PREAMBLE

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.

Wherever herein reference is made to the male pronoun, (he, him, his, etc.) it is intended and it shall be deemed to include reference to the equivalent female pronoun (she, her, hers, etc.).

ARTICLE 1. RECOGNITION (Employees Covered):

(a) Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 1947, as amended by Act 379, Public Acts of Michigan, 1965, Pinecrest recognizes 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 Pinecrest Medical Care Facility who are included in the bargaining unit described as follows:

(b) All employees as defined in this Agreement of Pinecrest Medical Care Facility, excluding the Medical Director, Administrator, Registered Nurses, Department Heads, Licensed Practical Nurses, Administrative Assistant, Supervisor of Billings for Patient Care, Administrator's Confidential Secretary, the Designated Social Worker, the Nursing Secretary, the Accountant, the Central Supply Supervisor, the Assistant Food Service Supervisor and High School Students and College Students who are employed on a temporary basis during off school hours.

(c) The Employer agrees that the representatives of the AFSCME, AFL-CIO whether local, District Council, or International, shall have access to the premises at any time during working hours to conduct Union business.

ARTICLE 2. PINECREST'S RIGHT TO MANAGE:

The Union recognizes and agrees that Pinecrest retains the sole right to manage and operate Pinecrest Medical Care 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 Pinecrest 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 proceed to carry out orders or instructions given the employee by his or her supervisor (unless doing so would obviously jeopardize the health or safety of himself or others). The employee shall raise any question he or she has as to the superior's right to give the employee such order or instruction only after the employee carries out the order or instruction, and the employee's question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

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

ARTICLE 3. 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.

ARTICLE 4. UNION SECURITY (Agency Shop):

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing the (thirty-first) 31st day

after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, or reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirty-first (31st) day following the beginning of their employment in the unit.

ARTICLE 5. DUES CHECK OFF (Remittance of Dues and Fees):

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, or an employee paying representation fees, dues and initiation fees 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 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 and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) See attached authorization form which is hereby made a part of this contract.

(e) Check-off deductions under all properly executed authorization for check-off shall become effective at the time the authorization is signed by the employee and shall be deducted each month, and each month thereafter, after thirty (30) days of employment.

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

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

ARTICLE 6. UNION REPRESENTATION:

(a) Stewards, Alternate Stewards, and Chief Steward. The employees covered by this Agreement will be represented by eight (8) stewards. The Union shall have the exclusive right to assign said stewards and shall assign stewards to each of the following locations or departments:

Maintenance (1); Laundry (1); Housekeeping (1);
Food Service (1); Nursing (2) for the 7-3 shift,
(1) for the 3-11 shift, (1) for the 11-7 shift.

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours. No more than one (1) steward shall work on any given case during working hours.

3. The Chief Steward shall be allowed the necessary time off during working hours, without loss of time or pay, to investigate and present grievances to the Employer in accordance with the Grievance Procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by seven (7) negotiating committee members.

2. All bargaining by the parties shall commence between 8 A.M. and 1 P.M. Any deviation from said schedule shall be by mutual consent of both parties.

3. The employees who sit in on negotiations shall be paid for all time lost in negotiations.

(c) Notice to Pinecrest of Union's Representatives. The Union shall advise the Administrator of Pinecrest, in writing, of the names of the stewards and of the group and shift which each represents, and the name of the Chief Steward. Each such Union

representative shall be a paid-up member in the employment of Pinecrest Medical Care Facility.

ARTICLE 7. SPECIAL CONFERENCE:

(a) Special conferences 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. 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 3:00 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 representatives of the Council and/or representatives of the International Union.

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

ARTICLE 8. GRIEVANCE PROCEDURE:

(a) Definition of a Grievance. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the provision or provisions allowed to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

(b) Rules of Grievance Procedure.

1. It is agreed that any grievance must be brought up within fourteen (14) calendar days of when it might reasonably have become known to exist. Within this limitation, back pay shall be for the amount of wages the employee would have earned from Pinecrest, less any amount received by the employee from other employment, self-employment, or unemployment compensation if hereafter applicable.

2. For the purpose of the Grievance Procedure, a "day" shall be deemed to mean Monday through Friday, and the day on which the action is taken shall not be part of any time limit provided.

3. Time limits may be extended by mutual agreement, reduced to writing.

4. A Union representative shall date and sign this appeal at a grievance to a higher step. The representative, whether it be the Department Head, the Personnel Manager, or the Administrator, receiving it shall give a receipt for it and note the date and time it was received. The representative of Pinecrest, as indicated above, shall date and sign his or her answer to a grievance. The Union's representative receiving it shall give a receipt for it and note the date and time it was received.

5. In the absence of a representative designated to act, the party who would be represented may designate an alternate representative to act in his or her place.

6. A grievance not advanced to the next higher level, by the Union within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer last given to him. "A grievance not answered by Pinecrest within the time limits provided beginning with the written answer to Step 2, shall be deemed settled in favor of the Union."

7. For working time necessarily spent in investigating a grievance already submitted or in discussion of it with the representative of Pinecrest, whether it be the Department Head, the Personnel Manager, or the Administrator, a Steward (including the Chief Steward) shall be paid at his or her regular rate for the time during which he or she would otherwise have been working for Pinecrest. It being agreed that such investigation or discussion shall be performed without undue loss of working time.

8. In no event shall any Union representative leave his or her work for grievance purposes without first notifying his or her immediate supervisor or promptly as is practicable under the circumstances.

9. When a grievance discussion takes place during the working hours of the grievant and the grievant's presence is reasonably required during the discussion, the grievant will, upon request of his or her immediate supervisor, be allowed to leave work as soon as he or she can be spared therefrom as determined by his or her supervisor. The employee shall be paid at his or her regular rate for work hours so lost when it is sensibly necessary for the employee to be present during consideration of his or her grievance.

10. It is understood and agreed that any grievance settlement arrived at is binding upon the Union and Pinecrest and cannot be changed by any employee.

(c) Steps of the Grievance Procedure. An employee having a grievance as above defined may present it to Pinecrest as follows, and in accordance with the rules provided in section (b) of this Article:

STEP 1

An employee may verbally present a grievance to his or her immediate supervisor or steward. At any discussion of the grievance between the employee and his or her supervisor, either of them may arrange for the employee's steward to be present. If the grievance is presented to the supervisor, the supervisor shall give verbal answer to it no later than the end of the day following its presentation.

If the supervisor verbally grants the grievance, the steward shall write it on a form in duplicate provided by the Union. The employee shall sign it and the steward shall present it to the supervisor by the end of the day following the verbal answer. The supervisor shall write his or her answer on the form, in duplicate, sign it and return the original copy to the steward by the end of the next day. The duplicate copy shall be retained by the supervisor.

If the supervisor verbally denies the grievance, it may similarly be written up, in duplicate, signed and presented for a written answer, except:

1. If the grievance arose in the Nursing Department, it shall be presented to the Director of Nurses, if present; otherwise to the shift supervisor.

2. The time limit for written presentation and for answer shall be two (2) days each.

STEP 2

If the Union wishes to appeal the denial of the grievance in Step 1, the Union President shall present it to the Administrator of Pinecrest and the Personnel Manager of Pinecrest within two (2) days following the written answer in Step 1. The Administrator and Personnel Manager may call the Chief Steward and Union President to meet with him, and any of the three (3) of them may arrange to have present at such meeting the grievant and/or any representative (Pinecrest or Union) who participated in an earlier step. The Administrator or Personnel Manager shall answer the grievance, in writing, within five (5) days after it is presented to him.

STEP 3

If the Union wishes to appeal denial of grievance in Step 2, the Union President shall present it to the Pinecrest Board of Trustees, through its Administrator, within seven (7) days following the written answer in Step 2.

The grievance shall be considered by the Board of Trustees, or a committee designated therefrom and by an appropriate representation of the Union which shall meet no later than seven (7) days following presentation of the grievance in Step 3. The answer of this appeal board shall be given in writing no later than seven (7) days after the meeting is held.

STEP 4

If either party wishes to appeal denial of a grievance in Step 3, after review of the matter by its Council and/or International Representatives, the appealing party shall, within thirty (30) days after the answer in Step 3, file at the appropriate office of the Federal Mediation and Conciliation Service. The matter shall thereafter be administered by the Service in accordance with the "Voluntary Labor Arbitration Rules". The parties, the arbitrator, and the arbitration shall be subject to the following as well:

1. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
3. Each party shall furnish to the arbitrator and the other party whatever facts or material the arbitrator may require properly to weigh the merits of the grievance; provided, however, that such facts or material were discussed during the grievance procedure preceding.
4. The Association's administrative fee and the arbitrator's charges for his or her services and expenses shall be borne equally by the parties.
5. The arbitrator's decision shall be final and binding.

ARTICLE 9. COMPUTATION OF BACK WAGES:

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

ARTICLE 10. DISCHARGE AND SUSPENSION (Disciplinary Action):

(a) Disciplinary action taken against an employee shall be by oral reprimand first, and written reprimand second, followed by suspension and discharge. Reprimanding an employee, whether it be oral or written, shall be done privately without knowledge of fellow employees or the public. The employee shall have the right to Union representation when being disciplined. The employee shall receive a copy of any disciplinary action which will be placed in the employee's personnel file.

(b) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his or her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(c) The discharged or suspended employee will be allowed to discuss his or her discharge or suspension with his or her steward and the Employer will make available a meeting room where the employee may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his or her designated representative will discuss the discharge or suspension with the employee and the steward.

(d) Appeal of Discharge and Suspension. Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to the third (3rd) step of the Grievance Procedure, and reduced to writing and submitted within seven (7) calendar days.

(e) Use of Past Records. In imposing any discipline or discharge on a current charge, the Employer will not take into account:

1. Any prior infraction which occurred more than one and one-half (1-1/2) years prior to the current infraction involving non-direct patient care.

2. Any prior infraction which occurred more than two and one-half (2-1/2) years prior to the current infraction involving direct patient care.

ARTICLE 11. SENIORITY (Probationary Employees):

(a) New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) calendar days of employment.

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

(c) Seniority shall be on a departmental basis except as provided for in Article 18, Section (a). Whenever an employee moves to a different department, said employee shall retain all seniority for the purpose of benefit accrual, however said employee shall be considered least senior for the purpose of benefit usage.

ARTICLE 12. SENIORITY LISTS:

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

(b) The seniority list on the date of this Agreement will show the name, date of hire, job title, and departmental entry date of all employees of the unit entitled to seniority.

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

ARTICLE 13. LOSS OF SENIORITY:

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

(a) The employee quits.

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

(c) The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at the last-known address of the employee that the employee has lost his or her seniority, and the employee's employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the fourth (4th) step of the Grievance Procedure.

(d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.

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

(f) The employee is laid off for a period equal to his or her seniority at the time of layoff or for a period of one (1) year, whichever is the greater period.

ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS:

Notwithstanding their position on the seniority list, the Union's Grievance Committee which consists of the President, Vice-President, Financial Secretary, Recording Secretary, Chief Steward and Stewards of the Local Union, shall in the event of layoff and only in the event of layoff, be continued to work at all times, provided they can perform any of the work available in the unit.

ARTICLE 15. LAYOFF DEFINED:

(a) The word layoff shall mean a reduction in the number of employees in the work force.

(b) In the event it becomes necessary for a layoff, the Employer shall notify the Local President and Chief Steward in writing at least two (2) weeks prior to the effective date of layoff. The written notification shall contain a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work locations. In the event the Employer has less than two (2) weeks notice, employees will be given as much notice as practicable prior to the layoff, but in no case shall the Employer give less than one (1) week notice prior to layoff.

(c) When a layoff takes place, probationary employees shall be laid off first. Thereafter, employees having departmental seniority shall be laid off in the inverse order of their seniority within the department.

ARTICLE 16. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled according to departmental seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his or her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, the employee shall be considered a quit.

In proper cases, exceptions may be made by the Administrator or his or her designee.

ARTICLE 17. TRANSFERS:

Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months is allowed to transfer back to a position within the bargaining unit, the employee shall have

accumulated seniority while working in the position to which the employee transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 18. SHIFT PREFERENCE AND STATUS PREFERENCE:

When an employee is desirous of changing the employee's shift or status, employees shall notify their department head, more than one week prior to the posting of the next schedule. If there is an opening in the schedule on the shift desired or for the status desired, employees will be transferred by the department head to the status or shift of their preference. In the event there is more than one employee desirous of the same shift or status, employees will be transferred based on seniority with the most senior employee be given preference for the shift or status of the employee's choice. It is specifically understood that employees will not be transferred unless there are openings on the shift or status of their preference. Remaining vacancies will be posted in accordance with Article 18.

ARTICLE 19. JOB POSTINGS, BIDDING PROCEDURES & SHIFT PREFERENCE:

(a) For the purpose of this Article only, the Employer may fill any vacancy for a period of two (2) weeks with a partially scheduled employee prior to posting, if said vacancy is the result of another employee being promoted. In all other instances all vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) consecutive days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of minimum requirements from departmental seniority and then from employer-wide seniority. All vacancies will be posted for a period of seven (7) consecutive days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards. Employees interested shall sign the posting within the seven (7) consecutive days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine: (See Appendix E.)

1. The employee's desire to remain on the job.
2. The employee's ability to perform the job.

(b) The job shall be awarded or denied within seven (7) consecutive days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his or her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure. The Employer shall furnish the Local President and the Chief Steward with a copy of each job posting at the same time the postings are posted on the

bulletin boards, and at the end of the posting period the Employer shall furnish the Local President with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Local President as to who was awarded the job.

(c) During the four-week trial period, the employee will have the opportunity to revert back to his or her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his or her steward in writing. In the event the employee disagrees, it shall be a proper subject for the Grievance Procedure. If after the four-week trial period the employee accepts the position bid for, the employee shall not be allowed to bid for another shift within the classification for a minimum of six (6) months.

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

(e) If an employee who would be off work for any reason, at a time when the employee thinks a posting might be made of a job in which the employee would be interested, the employee shall give written notice of his or her interest to the Personnel Manager before the employee leaves. If the job becomes available during the employee's absence the employee will be notified by mail at his or her last-known address. This service will be available only to employees who leave written notice with the Personnel Manager.

(f) Except under emergency circumstances, an employee shall not be assigned to work under the direct supervision of their family members. (The husband and wife relationship is specifically excluded from the term "family members" in this contract.

ARTICLE 20. VETERANS (Reinstatement of):

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

ARTICLE 21. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

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 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 normal limit, except in the case of an emergency.

ARTICLE 22. LEAVES OF ABSENCE:

(a) Unpaid leaves of absence for periods not to exceed one (1) year will be granted without loss of seniority for:

1. Maternity leave.

2. Illness leave (physical or mental).

3. Prolonged illness of family members who reside with employee, plus employee's parents.

Employee, while on a leave of absence under 1, 2, or 3 above, which shall be considered mandatory and granted by the provisions of this Agreement shall accrue seniority and shall be returned to the position the employee held at the time the leave of absence was granted or to a position to which the employee is entitled by his or her seniority.

A physician's certificate as to the necessity for the leave of absence will be required for 1, 2, and 3 above. Such leave may be extended upon the employee's application similarly supported by a physician's statement.

(b) Unpaid leaves of absence for a period not to exceed one (1) year may be granted without loss of seniority for:

1. Serving in any elected or appointed position, public or union.

2. Education leave.

3. Prolonged illness of immediate family members residing elsewhere.

These leaves of absence shall be granted only at the discretion of Pinecrest and the employee shall not accrue seniority while on such leave. The employee shall be returned to the position held at the time the leave of absence was granted, or to a position to which the employee is entitled by the employee's seniority.

Such leave may be extended at the discretion of Pinecrest.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off not to exceed a total of fifteen (15) days for the entire unit, without loss of time or pay.

Contract negotiations shall be considered as a Union function for purposes of this Article with the following limitations. Any unit members desiring to utilize Union days as bargaining days must provide the Employer with forty eight (48) hours notice of their intention. No more than two (2) employees of the unit may utilize Union leave with no members of the 3 to 11 shift allowed to utilize such leave, and only one 11 to 7 shift employee or one (1) day shift employee to be entitled to the use of such time.

(d) An employee who gives a false reason for obtaining a leave of absence, who accepts employment elsewhere while on a leave of absence (other than a Union business or military service leave),

or who is self-employed for the purpose of making a profit during a leave shall cease to have seniority, and his or her name shall be removed from the seniority list.

ARTICLE 23. UNION BULLETIN BOARDS:

Pinecrest agrees to provide a bulletin board or a section of its present bulletin board for the Union's use in posting notices. It is understood that such notice shall not be on an inflammatory or derogatory nature, and shall not remain posted beyond a period of two (2) weeks.

ARTICLE 24. RATES FOR NEW JOBS:

When a new job is created, the Employer will notify the Local President of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 25. TEMPORARY TRANSFERS (More than 30 Days):

Temporary transfers for the purpose of filling vacancies of more than thirty (30) days will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 26. TEMPORARY ASSIGNMENT (Less than 30 Days):

An employee temporarily assigned to another job for a period of less than thirty (30) days shall receive the rate of pay of the higher classification for the entire shift. Except in an emergency, employees shall be assigned for the entire shift.

ARTICLE 27. JURY DUTY:

An employee who is called and reports for jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay.

ARTICLE 28. SAFETY COMMITTEE:

Two delegates to the Employer's Safety Committee may be appointed by the Union. One shall be from nursing and one shall be from a non-nursing department.

The Safety Committee will meet regularly each month or, if necessary, special meetings may be scheduled by the Employer.

ARTICLE 29. WORKERS' COMPENSATION (On-the-Job Injury):

Pursuant to Michigan law, Pinecrest provides, at its sole expense, Worker's Compensation coverage for such employees covered hereby.

An employee, absent from work due to injury which is covered under the Worker's Compensation Act, at the employee's option, may utilize full sick leave pay for the time the employee is absent or utilize only such sick leave pay for the time to cover the difference between his or her full pay and that amount awarded by the Worker's Compensation benefits. If sick leave pay is exhausted, the Worker's Compensation will cover the absence in accordance with the provisions of the Act.

ARTICLE 30. DEFINITION OF EMPLOYEE STATUS:

(a) Fully Scheduled Employees. A fully scheduled employee is defined as one who is scheduled for eighty (80) hours biweekly per pay period. Fully scheduled employees are entitled to all wage supplements and fringe benefits herein set forth in this Agreement.

(b) Partially Scheduled Employees. A partially scheduled employee is defined as one who works less than eighty (80) hours per pay period on a schedule of workdays and shift hours which may change from time-to-time. A partially scheduled employee is entitled to a pro rata share of all wage supplements and fringe benefits as directed by the Agreement.

(c) Students. The Employer may employ students to provide coverage during peak vacation months and weekends. Employees in this classification shall be exempt from the provisions of Article IV, Union Security. In addition, these employees shall not be eligible for any fringe benefits under this Agreement. Any employee in this classification who becomes a fully scheduled employee or partially scheduled employee shall have their seniority date from their original date of hire.

ARTICLE 31. WORKING HOURS (Shift Premium and Hours):

All employees covered by this Agreement shall have their scheduled hours of work posted on their department bulletin board bi-weekly. Such posting shall be at least five (5) days prior to the beginning of the aforementioned work hours.

(a) Work Shift Hours

The first shift: is any shift that regularly starts on or after 4:00 a.m. but before 10:30 a.m.

The second shift: is any shift that regularly starts on or after 10:30 a.m. but before 7:00 p.m.

The third shift: is any shift which regularly starts on or after 7:00 p.m. but before 4:00 a.m.

(b) Voluntary Overtime. In the event that fully scheduled employees wish to be assigned overtime, employees will be assigned in seniority order, if possible, and will be required to work such overtime if they have volunteered for overtime. This Article does not change the Employee's practice of assigning additional hours to partially scheduled employees.

(c) Part-Time Transition. For the employees who were part-time under the previous contract, these employees will be scheduled on an average of at least forty (40) hours or five (5) work shifts and up to a maximum of eighty (80) hours per pay period for the life of this Agreement.

NOTE: It is mutually recognized that patient care comes first. Accordingly, an employee directly involved in patient care will continue his or her present practice of reporting slightly ahead (not to exceed 10 minutes) of the usual shift starting time so that the employees going off shift may give him or her information as to the employee's patients and of staying over until so relieved by the employee on the next shift. "Patient care" employees will continue to cooperate with each other to keep a minimum "shift change carry-over time"; employees of all other departments will report slightly ahead of their shift starting time so that they will be well prepared to begin their work shift on the scheduled hour. All employees, except "patient care" employees, shall not leave their work area until the work shift is completed.

(d) The Work Week. The regular work week for fully-scheduled employees shall be forty (40) hours. This shall normally be worked on five (5) days within a period of seven (7) consecutive days.

(e) Lunch and Break Periods. The regular work shift which shall consist of eight (8) hours, within a work day, includes a lunch period of one-half (1/2) hour as scheduled by Pinecrest, as well as two (2) paid rest periods (coffee breaks) of fifteen (15) minutes each as scheduled by Pinecrest.

(f) Call-in Pay. An employee reporting for overtime shall be guaranteed at least three (3) hours' pay at the rate of time and one-half except:

1. When it is necessary for an employee to attend a scheduled Department of General Staff Meeting on a regular scheduled day off during such time outside of the employee's scheduled working hours; or

2. When and if it is necessary for an employee to attend a scheduled in-service training class; such class to provide improved total patient care on a regularly

scheduled day off or during such time outside of the employee's scheduled working hours, the employee shall then be paid at least two (2) hours' pay at the employee's regular rate. A record of attendance at staff meetings will be maintained by the department heads. Attendance records of in-service training classes will be maintained by the instructor.

3. An employee who is called in for extra duty on his or her day off and works at least five (5) hours will be paid for a full eight (8) hour shift, except when the employee designates the hours the employee intends to work.

(g) General. The foregoing provisions of this Article are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work. In the event the Employer wishes to change the usual hours of work, the Employer shall notify in writing the President of the Union of the contemplated change three (3) days prior to the change, and the reasons therefor. After receipt of such notice, the Union shall have the right to request a Special Conference regarding such changes. If no such request is made within one (1) week after receipt of such notice, the Union will be deemed to have agreed thereto.

ARTICLE 32. TIME AND ONE-HALF:

(a) Overtime Premium. Employees shall receive time and one-half their regular pay for all hours actually worked in excess of eight (8) hours in any workday and eighty (80) hours in a fourteen (14) day pay period.

(b) Time and One-Half on Holidays. For all hours actually worked on holidays that are defined below, employees will receive time and one-half their regular straight time hourly rate. Holidays shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

ARTICLE 33. COMBINED TIME OFF:

(a) Accumulation of Time Off. All fully and partially scheduled employees shall accumulate combined time off (CTO) at the following rates:

<u>Length of Service</u>	<u>Hours Earned For Every 80 Hours Paid</u>
0-10,400	7.0 hours
10,400-20,800	8.0 hours
20,800-31,200	9.0 hours
Over 31,200	10.0 hours

Each of the hours earned shall be converted into dollars by multiplying the hours earned each pay period by the employee's regular straight time hourly rate of pay.

(b) Maximum Carryover of CTO. Employees may carry over up to \$6,000 of CTO from one leave year to the next. A leave year begins on November 1 of each year. To the extent that an employee's CTO bank exceeds \$6,000, employees shall be entitled to, and shall be compensated for, 100 percent of any amounts over \$6,000 on or about November 1 of each year.

Each year the maximum amount of carryover shall be increased by the total amount of the wage increase for the prior year. For 1996 this amount would be increased by \$998.40 to \$6,998.40 (48¢ x 2,080 hours)

(c) Prior Notification For Use of CTO. In order to use CTO, all employees must schedule CTO in advance and in accordance with Facility rules, and CTO must be approved in advance by the appropriate supervisor. With regard to CTO for vacation purposes, vacation requests are to be made by the first of the month preceding the month the vacation occurs. Requests for vacation outside the above period will be considered only if there is an opening and will be granted on a first come first serve basis.

Vacation requests are to be answered in writing by Pinecrest within ten (10) working days. A vacation request for four (4) consecutive weeks will be honored as long as adequate patient coverage is maintained. A vacation request made by an employee shall indicate a first choice as well as a second choice of dates requested. If a conflict occurs whereby two or more employees request the same vacation or vacation periods which would overlap and cannot be so scheduled, a choice of vacation periods shall be granted according to seniority.

The only exception is the use of CTO for purposes of sickness or accident, which do not require advance scheduling or approval. In cases of sickness or accident, the employee is required to notify the appropriate supervisor in accordance with Facility rules as soon as the employee knows that the absence from work will be necessary. The CTO bank will be reduced by the amount of time taken by employees at their regular rate of pay.

(d) Annual Cash-In Option. Employees have the option to cash in up to \$1,000 of CTO at any time during the year. Employees will be limited to one withdrawal from their CTO bank in each calendar year.

(e) Cash-In of CTO Bank Upon Separation. Employees who are discharged from the employment of the Facility or who lose seniority under Article 13 or who voluntarily quit without giving the Facility two (2) calendar weeks' advance written notice shall not be paid for any amounts in their CTO bank. Employees who voluntarily quit after giving the required two (2) calendar weeks' advance notice to the Facility or who terminate due to death, military service, or retirement will be paid any amounts remaining in their CTO bank.

(f) Use of CTO. CTO may be used only for holidays, vacation, sick days, funeral days, birthday, or personal days. Employees must use CTO for any absences and may not use any unpaid time off until all CTO is exhausted, unless employees are off on a long-term disability, e.g. serious injury or pregnancy, and then employees may save the equivalent of forty (40) hours of paid time. The use of paid time before unpaid time is to be used in accordance with the Family Leave Act.

ARTICLE 34. PAY ADVANCE:

If an employee is laid off, retires, servers his or her employment, or dies, the employee or the employee's named beneficiary will receive any unused CTO.

ARTICLE 35. COMPENSATION FOR MEETINGS OUTSIDE THE FACILITY:

When an employee is requested to attend a workshop meeting on behalf of Pinecrest outside of the Facility, a non-scheduled work day, and attends, then such employee shall receive pay for that day at the regular rate of pay of the employee classification as if the employee worked the shift for the day. If the employee is requested to attend such a workshop meeting on a scheduled work day, and attends, the employee will have been considered as working the employee's scheduled shift.

ARTICLE 36. COVERALLS:

The Employer agrees to provide coveralls, welding gloves and rain gear for maintenance personnel.

ARTICLE 37. DRUG TESTING:

It is understood between the parties that Management will provide the unit with information relative to drug testing and proposed

procedures for drug testing. These testing procedures will not be implemented without negotiation.

ARTICLE 38. SCHEDULES:

It is understood that Management will post schedules on the bulletin boards of each department as those schedules are available.

ARTICLE 39. HOSPITALIZATION MEDICAL COVERAGE:

(a) Pinecrest will make available to an employee covered hereby, the MVF Blue Cross/Blue Shield Comprehensive Hospital Care Plan of hospital, medical, and surgical insurance, with Master Medical Benefits Option III and the ML Rider, or a plan of equal coverage, provided that as required by such plan, the employee meets the hours of work eligibility requirements which are established by such plan. An employee shall become covered through his or her completion of the required forms and his or her acceptance by the plan so accepted as participant. Such forms and information to the plan shall be made available from the Business Office.

(b) Pinecrest will make available a vision care program through Blue Cross/Blue Shield of Michigan (or a plan of equal coverage) to an employee covered hereby. The plan will cover reasonable charges of participating providers subject to the following co-payments: Union exam, \$5.00; lenses and frames, \$7.50; contact lenses, \$7.50. Further details as to plan coverage can be obtained from the Business Office.

(c) Pinecrest will make available a Dental Program (Plan #1 Comprehensive Basic 50-50) through Blue Cross/Blue Shield of Michigan to an employee covered hereby. Further details as to items covered and/or excluded can be obtained from the Business Office. The Employer also agrees to provide Class 3 Dental Benefits (Blue Cross Denture Coverage).

(d) Pinecrest, for the duration of the Agreement, will contribute a pro rata share of the cost of the premium for a single contract. Thus, employees who are working forty (40) hours per week or eighty (80) hours per pay period shall have 100 percent of their premium paid by the Facility. Employees working less than this amount shall receive a pro rata payment toward the cost of this insurance, and the remainder shall be deducted from their earnings. Pinecrest reserves the right to implement DRI 275 during the life of this Agreement.

(e) Upon the employee's completion at the Business office of his or her written authorization for Pinecrest to do so, Pinecrest will deduct from the second bi-weekly pay period of each month, the

balance of premium due of the Employer for dependant coverage and will handle remittance of the total premium due.

(f) The employer shall maintain the coverage of Hospitalization for a minimum of ninety (90) days for an employee who is on an authorized leave of absence. For extension of such authorized leaves of absence beyond the ninety (90) days, the employee shall pay the premium to the Employer on request. The pro rata contribution rules outlined in paragraph (d) shall cover the cost of insurance under this subsection; thus, if an employee works half-time, the employee shall be required to pay half the cost of the insurance to maintain coverage, and if the employee is paid for no hours during this period, the employee shall be required to pay the full cost of the coverage in order to maintain the insurance.

(g) In the event of the enactment of National Health Insurance during the term of this Contract, the Employer shall not be obligated to continue the above Blue Cross/Blue Shield insurance coverage which is a duplication of benefits provided under National Health Insurance. The parties agree to negotiate implementation of this principle following enactment of such legislation.

(h) The BC/BS Pre-determination plan shall be in effect and shall continue to be the designated plan unless altered by subsequent negotiations.

ARTICLE 40. LIFE INSURANCE COVERAGE:

(a) The Employer agrees to pay the full premium of Life Insurance for each fully and partially scheduled employee covered by this Agreement in the amount of Ten Thousand (\$10,000.00) Dollars face value with Accidental Death and Dismemberment while employed.

(b) Upon retirement or severance, the employee will be informed of any conversion options to him or her after the employee leaves the employment of Pinecrest.

ARTICLE 41. PENSIONS:

The pension provisions in effect for employees covered by this Agreement are included in a separate booklet, "Group Retirement Plan", available to the employees from the Business Office.

The aforementioned retirement plan is a Money Accumulation Plan whereby 2% of each employee's gross pay is invested in the retirement plan by the Employer. The employee has the option of investing from 1% to 10% of his or her net income in the plan if the employee so wishes. Further details are available in the personnel office.

ARTICLE 42. COMPUTATION OF BENEFITS:

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

(b) Premium pay which is paid in addition to the employee's regular rate of pay shall not be included as "additional hours paid" under this Article.

ARTICLE 43. UNEMPLOYMENT INSURANCE:

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

ARTICLE 44. CONTRACTING AND SUB-CONTRACTING OF WORK:

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit, except in an emergency and after consultation with the Unit President.

ARTICLE 45. CONSOLIDATION OR ELIMINATION OF JOBS:

The Employer agrees that any consideration or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the fourth (4th) step of the Grievance Procedure.

ARTICLE 46. SUCCESSOR CLAUSE:

(a) This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

(b) It is understood by the Union that the Pinecrest Medical Care Facility is owned and financed by the Counties of Delta, Dickinson and Menominee, and that the current governing Board of Trustees have no control over the sale, lease, or transfer of the facility.

ARTICLE 47. DISTRIBUTION OF AGREEMENT:

Pinecrest agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer who are members of the bargaining unit.

ARTICLE 48. STRIKES, WORK INTERRUPTIONS:

(a) No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or go through picket lines.

(b) No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 49. TERMINATION AND MODIFICATION OF THIS AGREEMENT:

This Agreement becomes effective as of January 1, 1995 and shall continue in force and effect until midnight, December 31, 1996. It is also agreed that at least ninety (90) days prior to the end of its term, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiating, change or amendment of this Agreement. A notice of a desire for termination, revision, modification, alteration, renegotiation, change or amendment or any combination thereof shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than sixty (60) days prior to the termination date.

ARTICLE 50. APPENDICES:

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

- Appendix A - Classification and Rates
- Appendix B - Longevity
- Appendix C - Miscellaneous

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

05977(002)71536

APPENDIX A

CLASSIFICATIONS AND RATES

(a) Wages effective January 1, 1995:

	<u>Beginning</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Food Service Aide	7.55	7.64	7.70	7.85	8.26
Laundry Aide	7.55	7.64	7.70	7.85	8.26
Housekeeping Aide	7.55	7.64	7.70	7.85	8.26
Nursing Assistant	8.13	8.22	8.28	8.43	8.85
Patient Activities Aide	7.68	7.79	7.85	8.00	8.42
Restorative Nursing Asst.	7.74	7.82	7.89	8.04	8.45
Second Cook	7.78	7.86	7.93	8.08	8.50
Head Cook	8.03	8.14	8.20	8.35	8.77
Washer Operator	8.17	8.25	8.31	8.46	8.88
Houseman/porter	8.17	8.25	8.31	8.46	8.88
Barber	8.17	8.25	8.31	8.46	8.88
Janitor/Maintenance	8.17	8.25	8.31	8.46	8.88
Maintenance II	8.79	8.89	8.97	9.12	9.58

(b) Effective January 1, 1996, add forty-three cents (43¢) per hour to all above rates.

The above increase is contingent upon the Michigan Legislature passing a new wage pass-through in its present form (a 50¢ increase for 1996). Should it not be renewed, the above raise will not be implemented, and the parties will open negotiations in December of 1995 to discuss wages only. All other terms or conditions of employment will remain unchanged.

In December of 1996 the contract will be reopened for 1997 wages only. All other terms and conditions shall remain unchanged.

(c) In the event that the variable cost component of the Pinecrest Medical Care Facility declines, all contractual wage rates will immediately revert to the wage rates in effect as of December 31 of the previous year, and either party may immediately reopen the contract to discuss modifying all wage rates only. All other terms or conditions of the collective bargaining Agreement will remain in full force and effect. The Employer agrees prior to

implementation of this wage rollback to provide to the Union complete and full disclosure of all financial records.

(d) Shift Differential Premium Rate:

1. 12¢ per hour additional for both the 3-11 and 11-7 shifts.

2. 12¢ per hour additional will be paid to those employees whose shift may require them to work more than three (3) hours after 3:00 p.m.

(e) Differential Premium Rate:

1. A training aide will be appointed in each department. The training aide will be paid fifty (50¢) cents per hour while training.

2. Training will consist of five (5) days for the departments of Laundry and Housekeeping, six (6) days for Maintenance, and eight (8) days for Dietary. Training will consist of ten (10) days for the Nursing Department, with one (1) day for the 3:00 to 11:00 shift and one (1) day for the 11:00 to 7:00 shift. Training will be available for all new hires and for any employee who has not worked their new shift in more than one (1) year. A shift change trainee will be entitled to one (1) day of training on the new shift.

(f) Supervisors shall identify priorities for staff in relationship to their assigned duties.

APPENDIX B

LONGEVITY PREMIUM PAY

All employees under this Agreement shall receive longevity increment to be paid annually on or about the first of November in each year based on the following schedule:

- Employees who have been paid for more than 10,400 hours shall receive a longevity premium of 20 cents per hour for each hour paid.
- Employees who have been paid for more than 20,800 hours shall receive a longevity premium of 26 cents per hour for each hour actually worked since the last longevity premium was paid.
- Employees who have been paid for more than 31,200 hours shall receive a longevity premium of 31 cents per hour for each hour actually worked since the last longevity premium was paid.
- Employees who have been paid for more than 41,600 hours shall receive a longevity premium of 37 cents per hour for each hour actually worked since the last longevity premium was paid.

APPENDIX C

MISCELLANEOUS

SEVERE WEATHER CONDITIONS:

Should severe weather conditions occur, resulting in an employee being able to report for duty at the starting time of his or her assigned work shift, Pinecrest will make payment for a full eight (8) hour day, if the following conditions are met:

(a) The Administrator of Pinecrest Medical Care Facility decides that the weather condition is considered severe, based on such condition so considered as severe in the past; and

(b) That the employee reports by telephone of his or her inability to arrive on time due to such weather condition; and

(c) That the employee reports to duty within three (3) hours of the employee's starting time.

(d) If the Administrator declares a storm day, an employee who is unable to report for work shall have the option of using a CTO day.

LETTER OF UNDERSTANDING

Whereas the parties are interested in providing for a smooth transition to the new Agreement and to protect some of the more senior employees covered by this Agreement, the parties agree to the following Letter of Understanding to provide a transition for these individuals.

This Letter of Understanding affects only part-time employees with ten (10) or more years of seniority as of January 1, 1992 (see below). Should these employees become full-time or terminate their employment with the Facility, this letter will be null and void with respect to that particular employee.

Prior Part-Time Employees

T. Trya
J. Erickson
L. McDermott
H. Polfus
J. Benson
E. Smith
T. Grondine

D. Farley
B. Themel
I. Morreau
M. Oja
D. Erickson
L. Prestay
J. Billefeuille

The parties agree to the following provisions:

(1) **Insurance.** As an incentive, if employees drop all insurance coverage within ninety (90) days of the execution of the Agreement, employees will receive a \$1,000 savings bond per year shortly after the end of the enrollment period. Should an employee covered by this Letter of Understanding wish to reinstate insurance during the term of this Agreement, they will do so under the terms or conditions of employment available to all other employees and shall not be covered by this Letter of Understanding.

(2) **Insurance Transition.**

(a) During the term of this Agreement, the Employer will pay 100 percent of the cost of single coverage in 1991. Insurance rates will be capped at the 1991 rate, which is \$153.38 for medical and \$11.58 for dental and vision. Should current rates exceed these rates during the life of the Agreement, the employee will pay the cost of insurance in excess of the above rates.

(b) In addition, for full-time employees hired before January 1, 1992, who become partially scheduled, these employees shall pay the difference between the cost of insurance in 1991 (\$153.38 and \$11.58 [dental and vision]) and the then-current insurance rates.

LETTER OF UNDERSTANDING - CTO

For employees hired before January 1, 1995, the following chart shall govern the amount of CTO earned.

Length of Service	No. of Hours Earned For Every 80 Hours Paid
0-10,400	10.8 Hours
10,400-20,800	12.3 Hours
20,800-31,200	13.8 Hours
Over 31,200	15.3 Hours

All other terms and conditions of the CTO language as outlined in Article 33 will apply.