

3706

Tentative Modification 12/31/97 12/31/99

PINECREST MEDICAL CARE FACILITY

TENTATIVE AGREEMENTS

LPN/GPN

December 19, 1994

The Employer and the Union agreed as follows:

1. Modify Section 6.3 - Combined Time Off to read as follows:

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

Length of Service	No. of Hours Earned For Every 80 Hours Paid
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 LPN/GPNs' regular straight time hourly rate of pay.

(b) Maximum Carry over of CTO. LPN/GPNs may carry over up to \$8,000 of CTO from one leave year to the next. A leave year begins on November 1 of each year. To the extent that LPN/GPN's CTO bank exceeds \$8,000, LPN/GPNs shall be entitled to and be compensated for 100 percent of any amounts over \$8,000 on or about November 1 of each year.

(c) Prior Notification for Use of CTO. Present Contract Language

(d) Annual Cash-In Option. LPN/GPNs have the option to cash in up to \$1,000.00 of CTO at anytime during the year.

Pinecrest Medical Care Facility

05977(019)147198.4

LPN/GPNs will be limited to one withdrawal from their CTO bank in each calendar year.

(e) Cash-In of CTO Bank Upon Separation. LPN/GPNs who are discharged from the employment of the Facility or who lose seniority under Section 4.3 or who voluntarily quit without giving the Facility three (3) calendar weeks' advance written notice shall not be paid for any amounts in their CTO bank. LPN/GPNs who voluntarily quit after giving the required three (3) 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 only be used for holidays, vacation, sick days, funeral days, birthday, or personal days. LPN/GPNs must use CTO for any absences and may not use any unpaid time off until all CTO is exhausted unless LPN/GPNs are off on a long-term disability, e.g. serious injury or pregnancy, and then LPN/GPNs may save the equivalent of forty (40) hours of paid time.

2. CONTRACT REOPENER-Delete
3. Section 15.2 - Termination. This Agreement becomes effective as of December 31, 1994, and shall continue in force and effect until midnight, December 31, 1997.
4. LETTER OF UNDERSTANDING Number 1

Whereas the parties are interested in providing for a smooth transition to the new Agreement and to protect some of the more senior nurses 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 the following individuals: Lantagne, Chartier, Runge, and Vandermissen. Should these LPN/GPNs become fully scheduled or terminate their employment with the Facility this letter will be null and void with respect to that particular LPN/GPN.

The parties agree to the following provisions:

- (1) CTO Program-Delete already implemented
- (2) Insurance. As an incentive, if the above-named nurses drop all insurance coverage within ninety (90) days of the execution of the Agreement, LPN/GPNs will receive a \$1,000.00 savings bond per year shortly after the end of the enrollment period. Should an LPN/GPN, 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 LPN/GPNs and shall not be covered by this Letter of Understanding.

(3) Insurance Transition. During calendar year 1991 Pinecrest will pay 100 percent of the cost of single coverage. With regard to calendar year 1992, for the above LPN/GPNs, insurance rates will be capped at the 1991 rate which is \$153.38 for medical and \$10.07 for dental and vision. Should current rates exceed these rates during the life of the Agreement, the LPN/GPN will pay the cost of insurance in excess of the above rates.

(4) Longevity. -delete

(5) In order to provide for a smooth transition, LPN/GPNs named above shall be guaranteed, during the life of the contract, opportunity to work forty (40) hours per eighty (80) hour pay period which has been the practice during the prior Collective Bargaining Agreement.

5. LETTER OF UNDERSTANDING Number 2

Re: Insurance

Inasmuch as the parties believe there are a number of LPN/GPNs who are taking insurance under the Collective Bargaining Agreement when they have other insurance available to them, Pinecrest proposes the following incentive: if LPN/GPNs drop all insurance within ninety (90) days of the execution of the new Collective Bargaining Agreement, they will receive a \$1,000.00 savings bond per year shortly after the end of the enrollment period. In the event that LPN/GPNs wish to be reinstated during the term of this Agreement, the bond will not be paid and they will not be eligible in the future for savings bonds should they reinstate insurance coverage.

6. Letter of Understanding-CTO For LPNs 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-	13.8 Hours
31,200	
Over	15.3 Hours
31,200	

All other provisions of Section 6.3 will be as outlined above (see paragraph 1).

7. Wages:

(a) Effective the first full payroll period after January 1, 1995 the following will be added to all current rates:

\$0.60

(b) Effective the first full payroll period after January 1, 1996 the following will be added to all current rates:

\$0.55

This 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.

(c) Effective the first full payroll period after January 1, 1997 the following will be added to all current rates:

\$0.50

The above increase is contingent upon the Michigan Legislature passing a new wage pass-through in its present form (a 50¢ increase for 1997). Should it not be renewed, the above raise will not be implemented, and the parties will open negotiations in December of 1996 to discuss wages only. All other terms or conditions of employment will remain unchanged.

8. In the event that the variable cost component of the Pinecrest Medical Care Facility declines at any time during the contract, all contractual wage rates will immediately revert to the wage rates in effect as of December 30, 1995, and either party may immediately reopen the contract to discuss modifying all wage rates and classifications. Prior to the implementation of the above rollback, the Employer will meet with the union and provide necessary documentation. All other

PINECREST MEDICAL CARE FACILITY

LPN UNIT

TENTATIVE AGREEMENTS

April 2, 1998

THE PARTIES AGREED AS FOLLOWS:

The new Agreement would be effective upon mutual ratification by the parties. The Agreement would expire on December 31, 1999 at 11:59 p.m. The Parties agree to reopen the Agreement in December of 1998 for wages only with all other terms and conditions to remain unchanged.

1. Modify Section 6.3, Combined Time Off, Subparagraph (a), and the CTO Letter of Understanding Number 3 (for employees hired before January 1, 1995), to provide that combined time off is earned for worked hours only. Delete the provisions providing that combined time off is earned on paid hours.

2. Modify Section 6.3, Combined Time Off, to provide a maximum carry over of Seven Thousand Dollars (\$7,000).

3. Modify Section 6.5, Hospitalization/Medical Coverage, paragraph 2, to provide as follows:

Single Insurance Coverage. For the duration of this Agreement, Pinecrest will contribute a maximum of \$227.16 per month toward the cost of the premium of a single contract. Any amounts over this amount shall be born by employees. In addition, this premium will be on a pro rata basis. Thus, employees who are working forty (40) hours per week or eighty (80) hours per pay period shall have one hundred percent (100%) of the above amount paid by the Facility. Employees working less than this amount shall receive a pro rata payment toward the cost of this premium and the remainder shall be deducted from their earnings. Pinecrest reserves the right to implement DRI-275 during the life of this Agreement.

The Facility will be implementing Community PPO #1 as a choice.

4. Modify Appendix A, Classifications and Rates, by adding thirty-five cents (35¢) to all current wage rates effective the first full payroll period after January 1, 1998.

NANTZ, LITOWICH, SMITH & GIRARD
ATTORNEYS AND COUNSELORS

A Professional Corporation

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FACSIMILE COVER LETTER

Fax No.: 906-497-5005

Telephone No.: 906-497-5244

Date: April 6, 1998

Please deliver the following page(s):

To: Gerald A. Betters, Administrator

Company: Pinecrest Medical Care Facility

From: Leo Litowich, Esq.

Regarding: LPN Unit - Employer's Proposal

The original of this document: will will not be mailed.

of pages including cover letter: -3-

Comments: Please review carefully.

Return original to: LL

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AS SOON AS POSSIBLE**

5. In addition, the parties recognize that there have been significant market pressures on the rates paid to LPNs during the last contract. In order to meet these market demands, Pinecrest will be making an LPN market adjustment of twenty-five cents (.25¢) per hour in 1998. Effective the first full payroll period after January 1, 1998, twenty-five cents (.25¢) will be added to the rates in Appendix A, subparagraph (a).

6. Contract Ratification Bonus: Should the Union ratify this Agreement by April 15, 1998, fully scheduled employees employed both on January 1, 1998 and May 1, 1998 will receive a Ratification Bonus of \$200.00 payable the first full payroll period after Union ratification. Partially scheduled employees meeting the above criteria shall receive \$100.00. In the event the union does not ratify by April 15, 1998, this Ratification bonus will be withdrawn and reconsidered. *And Pine*

7. Modify Appendix A, Classifications and Rates, Subparagraph (c), to read as follows:

(c) In the event that the current Medicaid reimbursement formula is modified or the cost of living formula reduced or 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, or the amount the Facility receives per covered resident declines, all contractual wage rates will immediately revert to the wage rates in effect for 1997, and either party may immediately reopen the Contract to discuss modifying all wage rates and classifications. Prior to implementing the above, the Employer will meet with the Union to provide data and answer questions.

8. Add Letter of Understanding concerning Section 3.0 to the body of the Agreement. Delete all names.

9. Employer accepts Unions Dental proposal.

10. Delete Step two (2) of the grievance procedure.

11. Add new shift premium. For those employees scheduled to work from 5 am to 1 pm they shall receive a shift premium of 50 cents per 8 hour shift provided the employee works the entire 8 hour shift.

12. Increase the bond in lieu of insurance from \$1,000.00 to \$2,000.00 Letter of Understanding 2.

3906

12/31/97

*tentative
extension
modifications* → 12/31/99

AGREEMENT

Between

PINECREST MEDICAL CARE FACILITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 79 AFL-CIO

FOR LICENSED PRACTICAL NURSES AND GRADUATE PRACTICAL NURSES

JANUARY 1, 1995 through DECEMBER 31, 1997

Pinecrest Medical Care Facility

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AGREEMENT

This Agreement is entered into this 1st day of January, 1995,
by and between:

Pinecrest Medical Care Facility, Powers, Michigan, which
hereinafter will be referred to as Pinecrest,

AND

Service Employees International Union Local 79, AFL-CIO,
hereinafter referred to as the Union.

THE PARTIES' PURPOSE AND INTENT

The parties, Pinecrest and the Union, agree that Pinecrest's fulfillment of its important obligation to perform services which are necessary and essential to the public should not be obstructed by disputes between them. Accordingly, it is the intent of the parties hereto to set forth the herein Agreement--with respect to rates of pay, wages, hours of employment, and other conditions of employment--to be observed by Pinecrest and its LPNs/GPNs covered by this Agreement; to provide procedures for adjustment of grievances; and to promote harmonious relations between Pinecrest and its LPN/GPNs.

RECOGNITION OF PINECREST'S RIGHT TO MANAGE

Section 1.0 - Management's Rights. 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 LPN/GPN'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 the Agreement.

An LPN/GPN covered by this Agreement shall immediately proceed to carry out any order or instruction given to the LPN/GPN by Pinecrest (unless by doing so it would obviously jeopardize the health or safety of that LPN/GPN or others). The LPN/GPN shall raise any question as to Pinecrest's right to give the order or instruction only after the order or instruction has been carried out and the question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

RECOGNITION OF THE UNION

Section 2.0 - Definition of the Bargaining Unit. 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 with respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all LPN/GPN's employed by Pinecrest Medical Care Facility.

Section 2.1 - Maintenance of Membership and Agency Shop. Each LPN/GPN covered by this Agreement shall, as a condition of employment, become and remain a member of the Union for the period of this Agreement. All future LPN/GPNs covered under this Agreement shall become members upon completion of probation. Any LPN/GPN who was not a member of the Association on July 1, 1969, the date of the original Agreement, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in the amount equal to the regular monthly dues or to a charitable organization of their choice. The Authorization Form for checkoff of dues will be attached to the back of the Agreement.

Section 2.2 - Checkoff. Pinecrest agrees to deduct any assessments and monthly dues from the pay of those LPN/GPNs covered by this Agreement on presentation of the signed payroll deduction card by the Union for each LPN/GPN. Such deduction shall be remitted to the Union within five (5) days following such payroll distribution at its offices at Local 79 A.F. of L.-C.I.O., 2604 Fourth, Second Floor, Detroit, Michigan 48201.

Section 2.3 - Visits of Union Representatives. Pinecrest agrees that representatives of the Union shall have access to the premises. Union representatives shall make an appointment with the Administrator at a mutually convenient time, and if requested, LPN/GPNs may be released to meet with the Union representative, provided proper staffing can be maintained.

Section 2.4 - Union Representatives. LPN/GPNs covered by this Agreement shall be represented by the following:

Chief Steward	7-3	Shift
Shift Steward	7-3	Shift
Shift Steward	3-11	Shift
Shift Steward	11-7	Shift

The 7-3 Steward shall stand in for the Chief Steward during extended absences.

Alternates will be appointed to Shift Stewards only in the absence of the elected Steward.

Section 2.5 - Notice to Pinecrest of Union's Representatives. The Union shall advise the Administrator of Pinecrest, in writing, of the names of the Chief Steward and each of the Shift Stewards, and the group and shift which each represents. Each representative shall be a paid-up member in the employment of Pinecrest Medical Care Facility.

Section 2.6 - Grievance Time and Pay. Union representatives shall suffer no loss of time or pay while investigating or presenting grievances pursuant to the grievance procedure outlined herein. However, a reasonable time limit should be recognized on grievance matters.

Section 2.7 - Negotiation Time and Pay. Pinecrest agrees that two (2) Union members engaged during their work shift in negotiations on behalf of Local 79 shall be entitled to be paid during normal work hours as the Union representative, and the Union representative will be reimbursed for time lost during the LPN/GPN's scheduled work hours.

SENIORITY

Section 3.0 - Definition. An LPN/GPN covered by this Agreement who has completed the probationary period shall have seniority and permanent status as of such most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement.

For the purpose of vacation accrual, scheduling, longevity and retirement, the seniority list by date of hire as an employee shall prevail.

For the purpose of granting vacation preference, LPN seniority will prevail. Current LPNs who have an LPN seniority date different from that of a hire-in date will be grandfathered: Stephanie Chartier and Faye Runge.

For the purpose of patient care assignments, job posting and salary, the seniority list by date of hire as an LPN/GPN shall prevail.

Section 3.1 - Seniority List. Each six (6) months after the date of the initial posting, during the term of this Agreement, Pinecrest will post on the bulletin boards so designated and will furnish to the Union seniority lists, revised up to and including the end of the pay period prior to the posting date.

It shall be the responsibility of each LPN/GPN to check the original and each such revised list and to notify the Administrator of Pinecrest, in writing, of any alleged error therein. The LPN/GPN and the Administrator shall mutually try to settle such a question as to the correctness of posted seniority. The

Administrator shall promptly, and in writing, notify the Union of any correction so made in an LPN/GPN's seniority. If the question is not settled, the LPN/GPN may refer it to Step 2 of the grievance procedure. If the LPN/GPN does not do so within five (5) working days after discussion with the Administrator, the seniority date shall be deemed to be correct as posted. In effecting a personnel change, Pinecrest shall be entitled to rely on the seniority list as posted at that time.

Section 3.2 - Probationary Period. An LPN shall be considered to be on probation and shall not be entitled to any seniority until that LPN/GPN has completed ninety (90) calendar days of regularly-scheduled employment (whether fully scheduled or partially scheduled) after their last date of hire. Notice of extension of the probationary period shall be in writing to the Chief Steward.

An LPN/GPN who is discharged by Pinecrest during the probationary period shall begin their probationary period anew if the LPN/GPN is later rehired by Pinecrest.

Pinecrest shall have no obligation to re-employ an LPN/GPN who is laid off or discharged during the probationary period.

The Union reserves the right to represent a probationary LPN/GPN who, in its opinion, has been disciplined or discharged for Union activity.

Section 3.3 - Seniority Status. Upon an LPN/GPN's completion of the probationary period and any extension granted, the LPN/GPN's name shall be placed on the seniority list as of the date of original hire.

APPLICATION OF SENIORITY

Section 4.0 - Shift Preference and Status Preference. When an LPN/GPN is desirous of changing the LPN/GPN's shift or status, LPN/GPNs shall notify the Director of Nursing more than one (1) 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, LPN/GPNs will be transferred by the Director of Nursing to the status or shift of their preference. In the event there is more than one LPN/GPN desirous of the same shift or status, LPN/GPNs will be transferred based on seniority, with the most senior LPN/GPN given preference for the shift or status of the LPN/GPN's choice. It is specifically understood that LPN/GPNs will not be transferred unless there is an opening on the shift or status of their preference.

Section 4.1 - Job Posting. Pinecrest shall post any vacancy not filled under Section 4.0 above or new position within the bargaining unit for a period of seven (7) days. If an LPN/GPN who

would be off work for any reason at a time when the LPN/GPN thinks a posting might be made of a job in which that person would be interested, the LPN/GPN shall give written notice of the LPN/GPN's interest to the personnel manager before the LPN/GPN leaves. If the job becomes available during the employee's absence, the LPN/GPN will be notified by mail at the LPN/GPN's last known address. This service will be available only to LPN/GPNs who leave written notice with the personnel manager.

The position will be filled on a seniority basis.

Section 4.2 - Layoffs and Recalls. LPN/GPNs to be laid off will receive at least two (2) weeks' advance notice of layoffs except in emergency situations, in which case less than two (2) weeks' notice may be granted. In the event that Pinecrest has less than two (2) weeks notice, the LPN/GPN will be given as much notice as practical prior to the layoff. Copies of such notice of layoff will be mailed to the Union when nurses are advised under this Section. A layoff shall be defined as a reduction in the number of LPN/GPNs in the workforce.

When the size of the workforce is to be reduced, probationary LPN/GPNs shall be laid off first. Thereafter, seniority LPN/GPNs shall be laid off, starting from the bottom of the seniority list. When a layoff is considered and any two (2) or more LPN/GPNs have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they acquired seniority. Notice of recall may be given in person, by telegram or by certified mail. In case of notice given in person, Pinecrest shall promptly thereafter give to the Chief Steward a written memorandum that it has given such notice. In the case of notice given by telegram or mail, the LPN/GPN's last address on record with Pinecrest shall be used. An LPN/GPN who fails to report for work when notified to do so in person or by telephone, by the starting time of their shift of the seventh (7th) calendar day thereafter or by the starting time of the shift on any later day on which the LPN/GPN is instructed to report, shall be deemed to have resigned, shall cease to have seniority and shall have their name removed from the seniority list.

An LPN/GPN who fails to report for work when notified to do so by telegram or mail, by the starting time of their shift on the tenth (10th) calendar day after the date such notice was sent, or by the starting time of the shift on any later day on which the LPN/GPN is instructed to report, shall likewise be deemed to have resigned and shall lose seniority. However, if an LPN/GPN's failure to report for work is on account of illness or injury or other serious reason beyond their control, he/she may retain their seniority if the LPN/GPN has notified the Administrator of Pinecrest of such reason by telegram or by certified mail, received prior to the deadline of the LPN/GPN reporting for work. It is recognized that Pinecrest may require substantiation of the reason

given by an LPN/GPN. If it is not substantiated promptly upon request of the Administrator, to the satisfaction of the Administrator, Pinecrest may determine that the LPN/GPN's loss of seniority shall stand, and the LPN/GPN may appeal Pinecrest's determination to the grievance procedure beginning in Step 2.

Under proper circumstances an LPN/GPN who failed to report for work or notify Pinecrest as herein provided may maintain their seniority for future openings if the circumstances are deemed adequate by Pinecrest, provided that the LPN/GPN reports to or notifies Pinecrest within thirty (30) days of the first notice given.

An LPN who is laid off for a period equal to their seniority at time of layoff, or for a period of twenty-four (24) months, whichever is the shorter, shall cease to have seniority and their name shall be removed from the seniority list.

Section 4.3 - Temporary Assignments. If it becomes necessary to temporarily assign an LPN/GPN to do patient care rather than the LPN/GPN's normally assigned charge duty, the following procedure shall be followed:

(a) On the 7 a.m. - 3 p.m. shift, the last five (5) LPN/GPNs on the seniority list shall receive the temporary assignment, in rotating order, least senior LPN/GPN first.

(b) On the 3 p.m. - 11 p.m. shift, the last four (4) LPN/GPNs on the seniority list shall receive the temporary assignment, in rotating order, least senior LPN/GPN first.

(c) On the 11 p.m. - 7 a.m. shift, the last three (3) LPN/GPNs on the seniority list shall receive the temporary assignment, in rotating order, least senior LPN/GPN first.

Section 4.4 - Loss of Seniority. An LPN/GPN covered by this Agreement shall cease to have seniority and shall have their name removed from the seniority list in the event:

- (a) Employee is discharged for proper cause; or
- (b) Employee retires, or is retired because they have reached the compulsory retirement age; or
- (c) Employee quits; or
- (d) Employee dies; or

(e) Employee is laid off for a period equal to their seniority at time of layoff or for a period of twenty-four (24) months, whichever is the shorter period; or

(f) Employee gives false reason for obtaining a leave of absence; or

(g) Employee is absent from work without permission for three (3) successive workdays (successive workdays being understood to include workdays surrounding a period of such time off itself). If the LPN/GPN's absence is on account of illness or injury or other serious reason beyond their control, the employee may retain seniority if the employee has notified the Administrator by telegram or by certified mail, received prior to the expiration of the third successive day of absence from work. If proof of absolute inability to notify Pinecrest is in evidence, exceptions will be made. It is recognized that Pinecrest may require substantiation of the reason given by an LPN/GPN. If it is not substantiated promptly upon request of the Administrator, to the satisfaction of the Administrator, Pinecrest may determine that the LPN/GPN's loss of seniority shall stand, and the LPN/GPN may appeal determination to the grievance procedure beginning at Step 2.

As is covered in Section 4.1, an LPN/GPN also may lose seniority as the result of a lengthy layoff, and in Section 7.0 and Section 7.1 as the result of a lengthy sick leave or for being employed or self-employed while on a leave of absence for failure to report on time on the third (3rd) workday following a leave of absence.

HOURS OF WORK

Section 5.0 - Work Schedules. It is recognized by the Union, the LPN/GPNs, and Pinecrest that the care and welfare of the patients requires service on a seven (7) day a week, twenty-four (24) hour a day basis. Pinecrest shall post the schedule of work seven (7) calendar days in advance of the beginning of the schedule. As a general rule, schedules will be for a two (2) week period.

Section 5.1 - Pay Period, Workday and Work Shift. The normal pay period for fully scheduled LPN/GPNs shall consist of eighty (80) hours of work per pay period. Pinecrest shall determine the start of the normal pay period and the starting and quitting times for all work shifts. The pay period and work shifts set forth in this Section are the normal periods of time for such purposes, but nothing contained in this Section or any other Section of the Agreement shall be construed as guaranteeing any maximum or minimum periods of time for a pay period or work shift.

First shift, as a general rule, begins on or after 6:30 a.m. Second shift, as a general rule, begins on or after 2:30 p.m. Third shift, as a general rule, begins on or after 10:30 p.m.

All LPN/GPNs will report slightly ahead (10 minutes) of the usual shift starting time in order that the off-going LPN/GPNs may give their reports on the patients.

Section 5.2 - Fully Scheduled Employees. A fully scheduled employee is defined as one who is scheduled for eighty (80) hours in a biweekly pay period.

Section 5.3 - Partially Scheduled Employees. A partially scheduled employee is defined as one who works less than eighty (80) hours per pay period on a schedule or workdays and shift hours which may change from time to time.

Section 5.4 - Summer Help. Pinecrest may employ temporary summer help to provide coverage during the peak vacation months from May 1 to September 1. An LPN/GPN in this classification shall be exempt from the provisions of Section 2.2 - Checkoff. Any LPN/GPN from this classification who continues to be employed by Pinecrest after the above dates shall become a partially scheduled employee and shall rank for seniority purposes to original date of hire. This provision shall have one-year duration.

WAGE SUPPLEMENTS

Section 6.0 - Voluntary Overtime. In the event fully scheduled LPN/GPNs wish to be assigned overtime, LPN/GPNs will be assigned in seniority order, if possible, and will be required to work such overtime if they have volunteered for overtime. This section does not change Pinecrest's practice of assigning additional hours to partially scheduled LPN/GPNs.

Section 6.1 - Overtime Premium. LPN/GPNs shall receive time and one half (1 1/2) their regular pay for all hours actually worked in excess of eight (8) hours in any workday or eighty (80) hours in a fourteen (14) day pay period.

Section 6.2 - Time and One-Half on Holidays. For all hours actually worked on holidays that are defined below, LPN/GPNs will receive time and one-half (1 1/2) their regular straight time hourly rate. These holidays shall be as follows:

New Year's Day
Good Friday
Employee's Birthday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 6.3 - Combined Time Off.

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

Length of Service	No. of Hours Earned For Every 80 Hours Paid
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 LPN/GPN's regular straight time hourly rate of pay.

(b) Maximum Carryover of CTO. LPN/GPNs may carry over up to \$8,000 of CTO from one leave year to the next. A leave year begins on November 1 of each year. To the extent that an LPN/GPN's CTO bank exceeds \$8,000, LPN/GPNs shall be entitled to and be compensated for 100 percent of any amounts over \$8,000 on or about November 1 of each year.

(c) Prior Notification for Use of CTO. In order to use CTO, all LPN/GPNs 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 as follows:

By Dec. 1 for:

January
February
March

By March 1, for:

April
May
June

By June 1, for:

By Sept. 1, for:

July
August
September

October
November
December

Vacation requests are to be answered in writing by Pinecrest within five (5) working days after the deadline. 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 LPN/GPN shall indicate a first choice as well as a second choice of dates requested. If a conflict occurs whereby two or more LPN/GPNs 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. Request for vacation received after the dates posted above will be considered only if there is an opening and will be granted on a first-come, first-serve basis.

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 LPN/GPN is required to notify the appropriate supervisor in accordance with Facility rules as soon as the LPN/GPN knows that the absence from work will be necessary. The CTO bank will be reduced by the amount of time taken by LPN/GPNs at their regular rate of pay.

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

(e) Cash-In of CTO Bank Upon Separation. LPN/GPNs who are discharged from the employment of the Facility or who lose seniority under Section 4.3 or who voluntarily quit without giving the Facility three (3) calendar weeks' advance written notice shall not be paid for any amounts in their CTO bank. LPN/GPNs who voluntarily quit after giving the required three (3) 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 only be used for holidays, vacation, sick days, funeral days, birthday, or personal days. LPN/GPNs must use CTO for any absences and may not use any unpaid time off until all CTO is exhausted unless LPN/GPNs are off on a long-term disability, e.g. serious

injury or pregnancy, and then LPN/GPNs may save the equivalent of forty (40) hours of paid time.

Section 6.4 - Call-In Pay. A fully scheduled LPN/GPN who may be called to work outside of their scheduled working hours shall be guaranteed three (3) hours of pay at one and one-half (1½) times their regular hourly rate except:

(a) When it is necessary for an LPN/GPN to attend a scheduled Department or General Staff Meeting on a regular scheduled day off or during such time outside of the LPN/GPN's scheduled working hours; or

(b) When and if it is necessary for an LPN/GPN 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 LPN/GPN's scheduled working hours, LPN/GPNs then shall be paid at least two (2) hours pay at their regular rate.

An LPN/GPN who is called in for extra duty on their day off and works at least five (5) hours will be paid for a full eight (8) hour shift; except when a LPN/GPN is called in for extra duty and designates the number of hours the LPN/GPN will work, then the LPN/GPN shall be paid only for the actual hours worked.

A record of attendance and staff meeting subjects will be maintained by the department heads. Attendance records of In-Service Training Classes will be maintained by the instructor.

If an LPN/GPN is called in or asked to work on any shift due to absenteeism on that shift and agrees to work, that LPN/GPN shall fill the position of the LPN/GPN who is absent, with the exception of "House Charge" which will be assigned in accordance with Section 6.13.

Section 6.5 - Hospital, Medical, Surgical Insurance. Pinecrest will make available to an LPN/GPN covered hereby, the MVF Blue Cross/Blue Shield Comprehensive Hospital Care Plan of hospital, medical and surgical insurance, with Master Medical Benefits Option III, Predetermination Rider and the ML Rider, or a plan of equal coverage, and Pinecrest will make available Blue Cross/Blue Shield Vision Care Program and Dental Program (comprehensive Basic Plan Certificate: CR 50-50, MLB 800) or a plan of equal coverage, provided that as required by such plan, the LPN/GPN meets the hours of work eligibility requirements which are established by such plan. An LPN/GPN shall become covered through the LPN/GPN's completion of the required forms and acceptance by the plan so accepted as a participant. Such forms and information to the plan shall be made available from the Business Office. In the event that Pinecrest desires to switch insurance carriers, the Union shall first be notified of such intent, and the parties then shall

enter into negotiations on the new plan, provided, however, that insurance benefits shall not be reduced by the adoption of a new carrier.

Pinecrest will contribute 100 percent of the cost of the premium for a single-person contract, provided LPN/GPNs work on a fully scheduled basis (80 hours per pay period). LPN/GPNs working less than this amount shall receive pro rata payment toward the cost of this insurance, and the remainder shall be deducted from the LPN/GPN's earnings. Pinecrest reserves the right to change to a DRI 275 Plan. Should Pinecrest elect to change it will pay the deductibles.

If an LPN/GPN chooses to cover additional persons for health insurance and completes all necessary forms in the Business Office including written authorization for payroll deduction for said coverage, Pinecrest agrees to deduct from the second biweekly pay period of each month the balance of the premium due by the LPN/GPN and will handle remittance of the total premium due.

In the event of National Health Insurance during the term of this contract, the parties agree to enter into negotiations with the aim of avoiding duplication of benefits.

Section 6.6 - Life Insurance. Each fully scheduled and partially scheduled LPN/GPN covered by this Agreement shall be covered by Life Insurance in the amount of Ten Thousand Dollars (\$10,000) with Accidental Death and Dismemberment, the premium of which shall be paid entirely by Pinecrest Medical Care Facility.

Section 6.7 - Longevity Increment. All LPN/GPNs under this Agreement shall receive longevity increment to be paid annually on or about the first of November each year based on the following schedule:

- LPN/GPNs who have been paid for more than 10,400 hours shall receive a longevity premium of 20 cents per hour for each hour paid since the last longevity premium was paid.
- LPN/GPNs who have been paid for more than 20,800 hours shall receive a longevity premium of 26 cents per hour for each hour paid since the last longevity premium was paid.
- LPN/GPNs who have been paid for more than 31,200 hours shall receive a longevity premium of 31 cents per hour for each hour paid since the last longevity premium was paid.

- LPN/GPNs who have been paid for more than 41,600 hours shall receive a longevity premium of 37 cents per hour for each hour paid since the last longevity premium was paid.
- LPN/GPNs who have been paid for more than 52,000 hours shall receive a longevity premium of 43 cents per hour for each hour paid since the last longevity premium was paid.

For purposes of this Section, a "paid hour" shall exclude annual cash-in of CTO and cash-in of CTO on separation.

Section 6.8 - Retirement Pension. As of January 1, 1979, the Retirement Plan is a Money Accumulation Plan whereby 2% of each LPN/GPN's gross pay is invested in the Retirement Plan by Pinecrest. The LPN/GPN has the option of investing from 1% to 10% of their gross income in the plan if the LPN/GPN so wishes. Further details are available in the Personnel Office.

The Pension provisions in effect for LPN/GPNs covered by this Agreement are included in a separate booklet "Group Retirement Plan" available from the Business Office.

Section 6.9 - Stand-By-Time. Any LPN/GPN scheduled on stand-by by their Department Head will be paid on the basis of one (1) hour per day for weekdays and two (2) hours for Sundays and holidays. If an LPN/GPN on stand-by is called, the stand-by time plus actual hours worked shall be paid.

Section 6.10 - Shift Premium. An LPN/GPN, whether fully scheduled or partially scheduled, who may work the 3-11 shift or the 11-7 shift or whose shift may require the LPN/GPN to work more than three (3) hours after 3 p.m., will be paid a premium shift differential of twenty-five (25¢) cents per hour.

Section 6.11 - Training Premium. LPN/GPNs will receive a training premium of \$2 per hour, provided the LPN completes all training requirements as directed by the Director of Nursing--for example, completion of all checklists, review of Facility policies, daily written reports, daily conferences, and completion of medication tests.

Section 6.12 - Jury Duty. An LPN/GPN who serves on jury duty will be paid the difference between such LPN/GPN's pay received for such jury duty and their regular pay. Evidence of amount received for jury duty will have to be presented to the Business Office upon completion of jury duty.

Section 6.13 - Assumption of Increased Responsibility.

(a) An LPN/GPN assigned as House Charge will not be given responsibility for more than one nursing station. An LPN must have completed probation with the Facility as an LPN in order to be assigned as House Charge. Each LPN/GPN shall have the right to individually rescind, in writing, the House Charge assignment as long as there are LPNs/GPNs available to assume the responsibility. Whenever possible, the Facility will note in the schedule the House Charge assignments for LPNs.

(b) Any LPN/GPN shall be guaranteed a training day when assigned to any shift for the first time or after a reassignment to a shift for more than two (2) calendar years precedent. This paragraph shall not apply if the Facility administrator makes shift assignments under emergency conditions.

(c) An LPN/GPN who acts as "House Charge Nurse" shall be paid, in addition to the regular hourly rate and any applicable premiums, an additional differential of one-half (1/2) times the hourly rate of pay for assuming these added responsibilities. The "House Charge Nurse" position will be assigned by Pinecrest, and when possible the Employer will honor an LPN/GPN's refusal of the assignment.

(d) The LPN responsible for training shall receive a two (\$2) dollar per hour premium for time spent in training.

Section 6.14 - Severe Weather Conditions. Should severe weather conditions occur resulting in an LPN/GPN being unable to report for duty at the starting time of such LPN/GPN's 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 decides, at his/her discretion, that the weather condition is considered severe, based on such condition so considered as severe in the past; and

(b) That the LPN/GPN reports by telephone of the inability to arrive on time due to such weather conditions; and

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

Any LPN/GPN not able to report for the shift because of such conditions shall be considered absent without pay.

Section 6.15 - Food Services. Pinecrest will make efforts to secure the services of food vendors for the purpose of providing various foods and sandwiches for LPN/GPN consumption. Pinecrest agrees to provide a microwave oven in a convenient location for LPN/GPNs' use for lunch and dinner breaks.

LEAVE OF ABSENCE

Section 7.0 - Leave of Absence and Loss of Seniority - General. An LPN/GPN who gives false reason for obtaining a leave of absence, who accepts employment elsewhere while on leave of absence (other than a Union business or military leave), or who is self-employed for the purpose of making a profit during a leave shall cease to have seniority, and such LPN/GPN's name shall be removed from the seniority list.

An LPN/GPN who fails to report for work at the starting time on the third working day after expiration of a leave of absence shall cease to have seniority and the LPN/GPN's name shall be removed from the Seniority List. However, if the LPN/GPN's failure to report is on account of illness or injury or other serious reason beyond the LPN/GPN's control, seniority may be retained if the LPN/GPN has properly notified Pinecrest through the Administrator or the employee's duly-authorized representative by telegram or by certified mail, received prior to the above deadline. If proof of absolute inability is in evidence, an exception will be made.

It is recognized that Pinecrest may require substantiation of the reason given by an LPN/GPN. If it is not substantiated promptly upon request of the Administrator or the employee's duly-authorized representative, Pinecrest may determine that the LPN/GPN's loss of seniority shall stand, and the LPN/GPN may appeal Pinecrest's determination to the grievance procedure, beginning at Step 2.

Section 7.1 - Illness, Injury, Pregnancy, and Personal Family Leave. A leave of absence without pay for injury, illness, pregnancy, or personal family leave will be granted to LPN/GPNs upon proper application, subject to Pinecrest's right to require medical proof of disability. With regard to personal family leave, such leave will be granted only for the personal illness of family members who reside with the LPN/GPN. An LPN/GPN may be on a leave of absence for a period of not more than twenty-four (24) calendar months. Pinecrest may require, as a condition of continuance of a leave of absence, proof of continuing disability. In situations where an LPN/GPN's physical or mental condition raises a question as to the LPN/GPN's capacity to perform the job, Pinecrest may require a medical examination and, if appropriate, require the LPN/GPN to take a leave of absence under this section. LPN/GPNs who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the

LPN/GPN continue to work, and in all cases an LPN/GPN's attendance and job responsibilities must be satisfactorily maintained. LPN/GPNs on leave shall be granted seniority while on leave and shall return to the position held at the time the leave of absence was granted or to a position to which the LPN/GPN is entitled by the LPN/GPN's seniority.

Section 7.2 - Military Service Leave. Pinecrest and the Union agree that the matter of leave of absence for an LPN/GPN during the period of military service with the Armed Forces of the United States, and of reinstatement thereafter, shall be governed by applicable statutes and by decisions of the courts. Application for military service leave shall be made to the Administrator or his or her designated authority. A military leave can also be granted for Reserve Training or other services as required annually.

Section 7.3 - Personal Business Leave. Pinecrest may grant a leave of absence, at its sole discretion, without pay, for personal reasons upon written application of the LPN/GPN. Reasons for personal leave might include serving in any elected or appointed position, either public or Union, or prolonged illness of an immediate family member residing elsewhere.

Section 7.4 - Union Business Leave. Pinecrest shall grant the Union a total of sixteen (16) days per year of paid leave for its members who are required to attend Union business. Any unused business leave days in a given year can be carried over to the next succeeding year, but shall not accumulate to more than twenty (20) days of paid leave. Requests for such paid leave shall be submitted to the Administrator of Pinecrest or the employee's duly-authorized representative by an officer of the Union.

The Union may utilize Union leave days for purposes of negotiations upon the giving of 48 hours' notice to Pinecrest. Notice shall consist of the names of the individuals that will be utilizing the leave and the date(s) and time(s) they will be released from work.

(a) An LPN/GPN covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for the term of office. Request for such leave shall be submitted to the Administrator of Pinecrest or the employee's duly-authorized representative or an Officer of Service LPN/GPNs International Union.

(b) Any other Union business leave of absence for the period of service for the Union, provided however, that not more than two (2) LPN/GPNs shall be on such Union business leave at one time, that such leave shall

not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit Pinecrest an adequate time to cover the work of the LPN(s)/GPN(s) for whom leave is requested. A request for such leave for Union business shall be in writing, shall be submitted to the Administrator of Pinecrest or the employee's duly-authorized representative, and shall state the general purpose for which Union business leave is requested. Seniority shall be retained and accumulated during the period of a Union business leave of absence.

Section 7.5 - Educational Leave of Absence.

(a) After completing one (1) year of service, any LPN/GPN upon request shall be granted a leave of absence for educational purposes within the medical field. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the LPN/GPN. One year's leave of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

(b) LPN/GPNs also shall be granted leave of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

MISCELLANEOUS

Section 8.0 - Address and Telephone Numbers of LPN/GPNs. Each LPN/GPN covered hereby, whether on or off the active payroll of Pinecrest Medical Care Facility, shall keep Pinecrest currently advised of their current mailing address and of their telephone number, if any.

Pinecrest shall be entitled to rely on the last address and telephone number furnished by an LPN/GPN and shall have no responsibility to the LPN/GPN for failure to receive notice which arises from the LPN/GPN not following the procedure above.

Section 8.1 - Anti-Discrimination. Pinecrest and the Union agree that all provisions of this Agreement shall be applied to all LPN/GPNs covered hereby, without regard to race, creed, national original, marital status or sex.

Section 8.2 - 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 notices

shall not be of an inflammatory or derogatory nature and shall not remain posted beyond a period of two weeks.

Section 8.3 - Physical Examinations. Prior to beginning work for Pinecrest, an LPN/GPN will receive a physical examination under the direction of the LPN/GPN's physician, including a spine x-ray, a chest x-ray, Kahn test, urinalysis and determination of hemoglobin content of blood. X-rays and laboratory tests will be given or repeated when advisable in the best judgment of Pinecrest. Such repeated physical examinations are applicable to fully scheduled or partially scheduled LPN/GPNs. Pinecrest shall bear the entire cost of the repeated examinations thereof. Any physical examination required of an LPN/GPN shall be paid for by Pinecrest.

Section 8.4 - Worker's Compensation. Pursuant to Michigan law, Pinecrest provides, at their sole expense, worker's compensation coverage for such LPN/GPNs covered hereby.

Section 8.5 - Volunteer Service Organizations and Workers. The Union recognizes that volunteer organizations and workers who perform services at Pinecrest are a valuable and necessary contribution to the welfare of patients and to the operation of Pinecrest and that such services in no way interfere or conflict with the duties or privileges of employment of LPN/GPNs. Pinecrest shall continue to have the right to use all services of such nature and the Union shall not interfere in any way with the activities or duties of any such volunteer organizations or workers.

Section 8.6 - Safety Committee/Quality Assurance Committee. One (1) delegate to Pinecrest's Safety Committee/Quality Assurance Committee may be appointed by the Employer. The Safety Committee/Quality Assurance Committee will meet regularly each month, or if necessary, special meetings may be established by Pinecrest.

Section 8.7 - Uniforms. If an LPN/GPN is required to wear protective clothing or any type of protective device as a condition of employment, such item(s) shall be furnished at no charge to the LPN/GPN by Pinecrest.

Section 8.8 - Inspection Privileges. Pinecrest will permit the inspection of records by authorized Union representatives during working hours, upon request, in the presence of the Administrator or the employee's authorized representative, of such material pertinent to this Agreement.

Section 8.9 - Successor Clause. This Agreement shall be binding upon Pinecrest's successors, assigns, purchasers, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law, that in the event of Pinecrest's merger or consolidation with another Employer, this

Agreement shall be binding upon the merged or consolidated Pinecrest.

Section 8.10 - Education Courses. Any LPN/GPN currently employed by the Facility who has been employed for one (1) year or more and who desires to enroll in a course at an accredited educational institution which the Director of Nurses agrees would aid the employee in the practice and performance of the employee's services to the Facility and will contribute to the employee's professional growth may submit, in advance of commencing such course, a letter of application to the Facility for reimbursement of fifty percent (50%) of the resident tuition costs. Pinecrest will post a list of courses which will be covered. LPN/GPNs may suggest courses for Pinecrest to consider for approval.

The letter of application shall list the course to be taken by title and course number, along with a short description of the course content.

Upon proof of satisfactory completion of the course and the amount expended for tuition, the LPN/GPN will be reimbursed 50% of the resident costs. The LPN/GPN must be on the Facility payroll at the time the refund is made.

Section 8.11 - Preparation of and Copies of the Agreement. The Union will prepare the Agreement and the Facility will provide copies of the Agreement to each LPN/GPN covered by the Agreement.

Section 8.12 - Outside Employment. Pinecrest Medical Care Facility will not grant specific scheduling requests by LPN/GPNs in order to accommodate work schedules with outside employers.

Section 8.13 - Hepatitis B Vaccination. Pinecrest will provide Hepatitis B vaccination to LPNs desirous of receiving the series of vaccination shots who have been in the employment of Pinecrest at least one year.

SPECIAL CONFERENCES

Section 9.0 - Special Conferences. Special conferences apart from the grievance procedure for matters considered important by either the Union or Pinecrest may be arranged by mutual agreement between the Chief Steward and the Administrator of Pinecrest, except where stipulated that a special conference shall be held. Such meetings shall be attended by such representatives of the parties as each deems useful to the discussion. Arrangements for the time, date and place of 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 conferences shall be confined to those included in the agenda. The members of the Union attending such a special

conference shall not lose time or pay for time so spent nor for up to one-half (1/2) hour spent in meeting together preceding such a conference.

(a) Staff Meetings - In-Service Training Programs

Staff meetings, whether they are departmental or general, as well as in-service training programs, shall not be considered a special conference, providing that such staff meetings, whether departmental or general, or in-service training programs are confined to matters which shall improve total patient care or improvement in procedures which may result in a more efficient operation.

The time and date of the meeting is to be set at the discretion of the Director of Nurses and/or the R.N. Supervisor.

(b) Consolidation or Elimination of Jobs

Pinecrest agrees that any consolidation or elimination of LPN/GPN jobs shall not be effected without a special conference.

STRIKES AND WORK INTERRUPTIONS

Section 10.0 - Strikes, Work Interruptions. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

No lockout of LPNs/GPNs shall be instituted by Pinecrest during the term of this Agreement.

DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

Section 11.0 - Disciplinary Act Process. Disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

A copy of which shall be made available to the Union and LPN/GPN.

The department head or supervisor may discipline any LPN/GPN only for failing to fulfill the employee's responsibilities as an LPN/GPN. Such disciplinary action shall be limited to an oral or a written reprimand only. A record of the disciplinary action

shall be filed with the Union as soon as such action is taken. An LPN/GPN disciplined shall have the right to Union representation.

If the disciplinary action cannot be resolved by discussion, it may be presented through the regular grievance procedure as outlined in this Agreement.

Whenever Pinecrest feels the disciplinary action should result in a suspension from employment or discharge, such action shall be taken by the Administrator or the Personnel Director. If discharge action is taken, the LPN/GPN shall first be suspended from employment for not more than (5) days.

The LPN/GPN and Union shall be notified in writing that the LPN/GPN has been suspended and subject to discharge. The notification shall contain all pertinent information as to the reasons for such action.

The Union shall have the right to take action at the third (3rd) step of the grievance procedure, and it shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Any LPN/GPN found to be unjustly discharged or suspended shall be reinstated with full compensation for all lost time with full restoration of all other rights and conditions of employment.

Reprimanding an LPN/GPN shall be done privately without knowledge of fellow LPN/GPNs or the public.

Section 11.1 - Use of Past Record. In imposing any discipline or discharge on a current charge, Pinecrest 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.

GRIEVANCE PROCEDURE

Section 12.0 - 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 alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievant may be present at any of the steps.

Step 1

An LPN/GPN may verbally present a grievance to the Director of Nursing. At any discussion of the grievance between the LPN/GPN and the Director of Nurses, either of them may arrange for the LPN/GPN's Chief Steward and/or Shift Steward to be present. If the grievance is presented to the Director of Nurses, he/she shall give verbal answer to it no later than the end of the day following its presentation.

If the Director of Nurses verbally grants the grievance, the Chief Steward shall write on a form, in duplicate, provided by the Union, the LPN/GPN shall sign it, and the Chief Steward shall present it to the Director of Nursing by the end of the day following the verbal answer. The Director of Nurses shall write the employee's answer on the form in duplicate, sign it and return the original copy to the Union member by the end of the next day. The duplicate copy shall be retained by the Director of Nurses.

If the Director of Nurses verbally denies the grievance, it may be similarly written up, in duplicate, signed and presented for a written answer.

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

Step 2

If the Union wishes to appeal the denial of a grievance in Step 1, the Chief Steward shall present it to the Personnel Director of Pinecrest, in writing, within two (2) days following the written answer in Step 1. The Personnel Director shall answer two (2) days thereafter.

Step 3

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

Step 4

If the Union wishes to appeal denial of grievance in Step 3, the Chief Steward shall present it to the Pinecrest Board of Trustees, through its Administrator, within seven (7) days following the written answer in Step 3.

The grievance shall be considered by the Board of Trustees, or a committee designated therefrom, and by an appropriate representative of the Union which shall meet no later than seven (7) days following presentation of the grievance in Step 4. The answer of this appeal board shall be given in writing no later than seven (7) days after the meeting is held to the grievant, Chief Steward, and to the Union.

Step 5

If either party wishes to appeal denial of a grievance in Step 4, the appealing party shall, within thirty (30) days after the answer in Step 4, file a written demand for arbitration with Pinecrest, and if the Employer and the Union cannot agree on an impartial arbitrator within five (5) days, the matter shall be referred to the appropriate office of American Arbitration Association, that Association's form "Demand for Arbitration" duly completed. The matter thereafter shall be administered by the Association in accordance with its "Voluntary Labor Arbitration Rules." The parties, the arbitrator, and the arbitration shall be subject to the following as well:

The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

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 materials were discussed during the grievance procedure proceedings.

The Association's administrative fee and the arbitrator's charges for the arbitrator's services and expenses shall be borne equally by the parties.

The arbitrator's decision shall be final and binding.

Section 12.1 - Rules of Grievance Processing.

(a) The Union has thirty (30) days to initiate the first step of the grievance procedure. It is agreed that any grievance must be brought up as soon as it might reasonably have become known to exist and that, in any event, no grievance claim shall be valid for a period more than one (1) calendar month prior to the date the claim was first filed in writing. Within this limitation, back pay shall be for the amount of wages the LPN/GPN would have earned from Pinecrest less any amount received by him or her from other employment, self-employment, or unemployment compensation if hereafter applicable.

(b) For the purposes of the grievance procedure, a "day" shall be deemed to mean Monday through Friday, and the day on which action is taken shall not be part of any time limit provided.

(c) Time limits may be extended by mutual agreement, reduced to writing.

(d) The Chief Steward shall date and sign the appeal of a grievance to a higher step; the representative, whether it be the department head or the Administrator receiving it, shall give a receipt of it and note the date and time he/she received it. The representative of Pinecrest, as indicated above, shall date and sign the employee's answer to a grievance; the Chief Steward shall give a receipt for it and note the date and time they received it.

(e) In the absence of the Chief Steward designated to act, the party whom the Steward would represent may designate an alternate Shift Steward to act in the other's place.

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

(g) 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 or the Administrator, the Chief Steward/Shift Steward shall be paid at their regular rate for the time during which they would other-

wise have been working for Pinecrest, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

(h) In no event shall any Union steward leave their work for grievance purposes without first notifying their immediate supervisor as promptly as practicable under the circumstances.

(i) 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 Chief Steward and/or Shift Steward will be allowed to leave work, as determined by their supervisor, and shall not lose pay as a result of these meetings.

(j) It is understood and agreed that any grievance settlement arrived at is binding upon the Union and Pinecrest and cannot be changed by an LPN/GPN.

LPN/GPN EVALUATIONS

Section 13.0 - LPN/GPN Evaluation Process. LPN/GPN evaluations of LPN/GPNs will be done by the RN Supervisor. The RN Supervisor evaluating the LPN/GPN will be the one with whom the LPN/GPN has the most contact.

LPN/GPN evaluations of LPN/GPNs shall be done annually during the month preceding the LPN/GPN's anniversary date.

The LPN/GPN being evaluated may provide information to the evaluator, including part or all of their personnel file.

Each LPN/GPN evaluation shall be conducted by meeting with the LPN/GPN. Each LPN/GPN shall receive a copy of their evaluation two (2) days prior to the meeting. At the evaluation meeting each party shall go over the LPN/GPN evaluation form together. The RN Supervisor may amend the form, and the LPN/GPN may submit comments and attachments to the form.

Section 13.1 - The LPN/GPN Evaluation Form. Any rating on the evaluation forms supplied by Pinecrest must be backed by objective information. This objective information may include records of attendance, continuing education, workshops, in-service programs, charge nurse assignments, and written records of the LPN/GPN made out in the performance of their nursing duties.

Each party to the evaluation has an obligation to suggest changes and improvement in the LPN/GPN evaluation forms.

TERMS OF THIS AGREEMENT

Section 14.0 - Effect of 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 LPN/GPNs covered hereby, which is in conflict with the Agreement.

Section 14.1 - Effect of Invalidity of Provision of this Agreement. If any provision of this Agreement is held invalid under existing or future legislation, state or federal, the remainder of this Agreement shall not be affected thereby.

Section 14.2 - Termination. This Agreement becomes effective as of January 1, 1995, and shall continue in force and effect until midnight, December 31, 1997.

It is also agreed that at least ninety (90) days prior to the end of its term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment--or any combination thereof--and 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.

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.

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 79 AFL-CIO

PINECREST MEDICAL CARE FACILITY

Dan Malone

Gerald A. Bettus 1/30/95

Judith Williams 2/6/95

Kathy Seal 2-8-95

Dana Gates 2-6-95

James M. McDaniel

Paul Policicchio

Paul Policicchio

APPENDIX 'A'

WAGE RATES

(a) Effective the first full payroll period after January 1, 1995, the following wage rates will be in effect:

LPN WAGES	1/1/95
Start	\$10.67
3 - 6 months	10.72
6 - 12 months	10.78
1 - 2 years	10.85
2 - 3 years	10.94
Over 3 years	11.20

GPN WAGES	1/1/95
Start	\$10.57
3 - 6 months	10.62
6 - 12 months	10.68

(b) Shift differential premium rate: 25¢ per hour.

(c) Effective the first full payroll period after January 1, 1996, a 55¢ per hour increase will be added to all wage rates above.

This 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.

(d) Effective the first full payroll period after January 1, 1997, a 50¢ per hour increase will be added to all wage rates as modified above.

This increase is contingent upon the Michigan Legislature passing a new wage pass-through in its present form (a 50¢ increase for 1997). Should it not be renewed, the above raise will not be implemented, and the parties will open negotiations in December of 1996, to discuss wages only. All other terms or conditions of employment will remain unchanged.

(e) In the event that the variable cost component of the Pinecrest Medical Care Facility declines at any time during the contract, all contractual wage rates will immediately revert to the wage rates in effect as of December 30, 1995, and either party may immediately reopen the contract to discuss modifying all wage rates and classifications. Prior to the implementation of the above rollback, the Employer will meet with the Union and provide necessary documentation. All other terms or conditions of the collective bargaining Agreement will remain in full force and effect.

S E T T L E M E N T A G R E E M E N T

Between

Service Employees International Union, Local 79 AFL-CIO

And

Pinecrest Medical Care Facility

RE: LPN Weekend Scheduling Grievance filed on November 9, 1987

The above-mentioned grievance is hereby withdrawn by the Union and shall be deemed as settled upon the implementation of the following scheduling procedures by Pinecrest:

1. Relief LPN/GPNS shall be utilized on a seniority basis to cover Pinecrest's scheduling needs as per the contract. The every other weekend scheduling stipulation agreed to in the Letter of Understanding is not applicable to this LPN/GPN classification.
2. Fully scheduled or partially scheduled LPNS shall be scheduled so as to have every other weekend off. Such LPN/GPNS may, however, volunteer to work additional weekends if they so desire.
3. Effective January 1, 1995, for purposes of this Agreement, nursing students requiring specific scheduling for classes at any time during the year may be scheduled to meet Resident care needs and are not required to be scheduled every other weekend off.

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Diana Hester 2-6-95

Joseph McDaniel

Paul Policicchio

Paul Policicchio

LETTER OF UNDERSTANDING

Pinecrest Medical Care Facility

and

Service Employees International Union, Local 79 AFL-CIO

and

Licensed Practical Nurses Employed by
Pinecrest Medical Care Facility

Bargaining Unit (LPN/GPN) Seniority

Consistent with Section 3.0 of the contract, Pinecrest and the Union agree to define bargaining unit seniority as being calculated from an LPN/GPN's most recent date of hire into the bargaining unit as a Graduate Practical Nurse or a Licensed Practical Nurse.

Effective January 1, 1995, the parties also agree that GNs can continue to work in the bargaining unit until certified as a Registered Nurse by the State of Michigan.

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LETTER OF UNDERSTANDING

Number 1

Whereas the parties are interested in providing for a smooth transition to the new Agreement and to protect some of the more senior nurses 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 the following individuals: Lantagne, Chartier, Runge, and Vandermissen. Should these LPN/GPNs become fully scheduled or terminate their employment with the Facility, this letter will be null and void with respect to that particular LPN/GPN.

The parties agree to the following provisions:

(1) Insurance. As an incentive, if the above-named nurses drop all insurance coverage within ninety (90) days of the execution of the Agreement, LPN/GPNs will receive a \$1,000 savings bond per year shortly after the end of the enrollment period. Should an LPN/GPN 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 LPN/GPNs and shall not be covered by this Letter of Understanding.

(2) Insurance Transition. During calendar year 1991 Pinecrest will pay 100 percent of the cost of single coverage. With regard to calendar year 1992 for the above LPN/GPNs, insurance rates will be capped at the 1991 rate which is \$153.38 for medical and \$10.07 for dental and vision. Should current rates exceed these rates during the life of the Agreement, the LPN/GPN will pay the cost of insurance in excess of the above rates.

(3) In order to provide for a smooth transition, LPN/GPNs named above shall be guaranteed, during the life of the contract, opportunity to work forty (40) hours per eighty (80) hour pay period which has been the practice during the prior Collective Bargaining Agreement.

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LETTER OF UNDERSTANDING

Number 2

Re: Insurance

Inasmuch as the parties believe there are a number of LPN/GPNS who are taking insurance under the Collective Bargaining Agreement when they have other insurance available to them, Pinecrest proposes the following incentive: If LPN/GPNS drop all insurance within ninety (90) days of the execution of the new Collective Bargaining Agreement, they will receive a \$1,000 savings bond per year shortly after the end of the enrollment period. In the event that LPN/GPNS wish to be reinstated during the term of this Agreement, the bond will not be paid and they will not be eligible in the future for savings bonds should they reinstate insurance coverage.

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Paul Policicchio

Paul Policicchio

LETTER OF UNDERSTANDING

Number 3

Re: CTO

For LPNs 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 provisions of the CTO program will be as outlined in Section 6.3.

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