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AGREEMENT

between

LENAWEE MEDICAL CARE FACILITY

Adrian, Michigan

and

LOCAL NO. 79

of the

SERVICE EMPLOYEES

INTERNATIONAL UNION, AFL-CIO

LenaWee Medical Care Facility

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AGREEMENT

This Agreement made and entered into as of June __, 1999, by and between LENAWEE MEDICAL CARE FACILITY, hereinafter referred to as the "Employer", and LOCAL NO. 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1. The Employer hereby recognizes the Union for the duration of the effective term of this Agreement as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment of all regular full-time employees and regular part-time employees, as described in Section 2 hereof.

Section 2. All full-time and regular part-time non-office clerical employees, non-professional employees, non-technical employees including Nurse Aides, Laundry and Dietary employees, housekeeping employees and maintenance employees. EXCLUDING Registered Nurses, Licensed Practical Nurses, Professional employees, Supervisors and temporary and casual employees.

Section 3.

(a) Regular full-time employees, when used in this Agreement, means those employees who work regularly in a job classification for forty (40) or more hours a work week and who are scheduled to work at least twelve (12) consecutive weeks out of the fifty-two (52) weeks of a calendar year, except replacement employees who are assigned to replace employees who are on vacation, sick leave or other excused leaves of absence.

(b) Regular part-time employees, when used in this Agreement, means employees who work in a job classification an average of at least twenty (20) hours per week, and who are scheduled to work at least twelve (12) consecutive weeks out of the fifty-two (52) weeks of a calendar year, except employees who are on vacation or excused leaves of absence.

ARTICLE II AGENCY SHOP AND CHECK-OFF

Section 1. Employees who, as of the date of execution of this Agreement, have completed their initial probationary period shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment, either become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired,

reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their initial probationary period of thirty-one (31) days from their date of hire, rehire or transfer into the bargaining unit, whichever is the latter, become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members as a condition of continued employment.

Section 2. The Employer will deduct from the pay of each employee who voluntarily authorized such deduction, in the manner hereinafter prescribed, his/her current monthly Union membership dues, not including any special assessment or fines or other levies. Such deductions will be made from the first pay receivable by the employee during that month in which he/she has sufficient net earnings to cover such dues, and they will be remitted by the Employer to the Financial Secretary of the Union not later than the twenty-fifth (25th) day of that month, along with a record of the names of the employees for whom deductions have been made and the amounts thereof. The Employer also will deduct, in a similar manner, Union initiation fees, such deductions to be apportioned equally over a three (3) month period. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason such as an error or the like it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Union.

Section 3. The Employer will recognize only such authorizations for check-offs as are signed by employees on forms to be furnished by the Employer providing as follows:

VOLUNTARY CHECKOFF
AUTHORIZATION

Date of Hire _____, 19__.

I certify that the Service Employees International Union, Local No. 79, AFL-CIO, is my designated collective bargaining representative and I hereby voluntarily authorize and direct my Employer, Lenawee Medical Care Facility, to deduct from my earnings during this month or the successor month, if necessary, my initiation fee and to further deduct from my earnings each month Union dues for the current month in the amount determined by the Local Union and to pay said initiation fee and dues to the Secretary-Treasurer of said Union.

This authorization and direction shall be irrevocable for the period of the joint collective bargaining agreement between my Employer and Local No. 79 and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for the period of each succeeding applicable joint collective bargaining agreement between my Employer and Local No. 79, unless written notice by registered mail is given by me to both the Employer and Local No. 79 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each one (1) year period from the date

hereof, or of each applicable collective bargaining agreement between my Employer and Local No. 79, whichever occurs sooner.

Date: _____

Signed: _____

The original of each authorization or revocation shall be kept on file by the Employer, and a copy thereof shall be furnished to both the employee and the Union by the Employer promptly after it receives the same.

Section 4. The Union will furnish the Employer with a check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to the check-off lists furnished by the Union, the names, addresses, social security numbers and dates of hire of any employees whose names do not appear on the check-off lists furnished by the Union. One copy of the check-off lists furnished by the Union shall be returned with the stipulated amount and the additional amounts due for the added employees to the Union.

(a) The Union shall be responsible for notifying all new employees of the existence of this Agreement and the provisions set forth in this Article pertaining to Agency Shop. The Union shall obtain executed check-off forms with the date of completion of the probationary period stated thereon.

ARTICLE III EMPLOYEE REPRESENTATION

Section 1. The Employer agrees to recognize Stewards who shall be employees working on the shift which they represent as follows:

Day Shift	-	1 Steward
Afternoon Shift	-	1 Steward
Night Shift	-	1 Steward

Stewards shall have the responsibility of handling grievances and administering the Agreement on their respective shifts. The Union shall advise the Employer in writing of the names of its Stewards. One alternate Steward may be designated to serve on each shift when the regular Steward is not on the premises, provided the Employer is advised in writing of the names of the alternates prior to the alternate's term of duty. Stewards and alternate Stewards shall have at least one (1) year seniority and shall be either full-time employees or part-time employees who are regularly scheduled to work at least forty-eight (48) hours per pay period. One of the regular Stewards shall be designated as a Chief Steward who shall receive all official Union communications from the Employer.

Section 2. The Employer agrees to recognize a bargaining committee composed of two (2) to five (5) employees for the purpose of conducting contract negotiations.

Section 3. Non-employee representatives of the Union and Stewards who are not scheduled to work may enter the Facility for the purpose of assisting in the adjustment of grievances, provided they have secured prior permission of the Employer. Stewards who are not scheduled to work shall personally advise the Building Supervisor when they enter the Facility. The Union agrees that such visits shall not be conducted in a manner which will interfere with the operations of the Facility or the performance of an employee's duties.

Section 4. The Employer will, as soon as a Steward can be spared from his/her regular job duties without unduly interrupting resident care, grant a necessary and reasonable amount of time off, with pay, during such Steward's working hours, not to exceed five (5) hours during any eighty (80) hour work period, to those Stewards who must necessarily be present for participation in the adjustment of grievances. Additional unpaid time may be taken by a Steward for the purpose of processing grievances where reasonably necessary. Such persons, before leaving such jobs or work stations for grievance meetings, must receive permission from their immediate supervisors and shall check in with their supervisors when returning from grievance adjustments.

Section 5. The Employer will pay Stewards as provided in Section 4 of this Article for time spent in the adjustment of grievances, but will not pay Stewards or any other employees for any time spent in connection with the preparation for or conduct of arbitration procedure or proceedings.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1. A grievance shall be deemed to exist whenever there develops a disagreement between the Employer and one (1) or more of the employees represented by the Union as to the interpretation or application of the provisions of this Agreement. The Grievance Procedure shall not apply to the retirement and insurance plans, except as to the sole issue of whether the Employer paid any required premium. Written grievances must include the date giving rise to the alleged violation, the section or sections alleged to have been violated and the specific remedy requested.

Section 2. In the event a grievance, other than one involving discharge or discipline, arises, the following consecutive steps will be taken in an effort to settle the grievance in a peaceful manner; and if a written grievance is settled at any step, its disposition shall be signed by the Employer and employee or by his/her Union representative(s) who acted for him/her:

STEP 1. The employee shall discuss his/her grievance with his/her immediate supervisor promptly, and in any event within the employee's first five (5) work days after it arises. The employee may be accompanied by his/her Steward if he/she so desires.

STEP 2. If the grievance is not settled satisfactorily between the employee and his/her supervisor within three (3) work days, the grievance shall be placed in writing and signed by the employee on forms to be provided for that purpose. The written grievance shall then, within the employee's first three (3) work days after disposition at Step 1, be presented by either the employee and/or his/her Steward to the head of the employee's department, or to his/her designee in case he/she is absent, for discussion and for his/her written signed disposition, which shall be given within his/her first three (3) work days after such discussion is concluded to the employee and the Steward.

STEP 3. Upon written notice to be given by the employee or his/her Steward to the Administrator of the Employer within the employee's first four (4) work days after disposition at Step 2, the written grievance shall then be presented either by the employee and/or his/her Steward and/or such non-employee representative of the employee or of the Union as shall be designated for that purpose, to the Employer's Administrator for consideration at a meeting to be held with him/her and such other representatives of the Employer, if any, as he/she designates as soon as practicable and convenient for those concerned. The Administrator shall give his/her written signed disposition within his/her first ten (10) work days after the conclusion of such meeting to the Business Agent.

STEP 4. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Administrator or his/her designee within thirty (30) calendar days after disposition at Step 3, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.

(1) The parties shall promptly endeavor to agree to the selection of an arbitrator. If they have not agreed upon an arbitrator within seven (7) calendar days, a request of the Federal Mediation and Conciliation Service will be made to cause the selection of an arbitrator by providing the parties with a list of the names of nine (9) arbitrators. The parties will strike names on the list alternately, utilizing a coin toss to determine who strikes first.

(2) The written grievance shall then be arbitrated by the arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(3) The jurisdiction of an arbitrator hereunder shall be limited to employee grievances arising out of the interpretation or application of this

Agreement, including any written amendments hereof or supplements hereto. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of the arbitrator, it shall be returned to the parties without decision.

In cases of disciplinary action or termination imposed as a result of resident abuse, neglect or mistreatment that have been reported to and investigated by the Michigan Department of Consumer & Industry Services under state and federal regulations, any grievance filed to challenge the discipline or discharge will initially be processed only through the first three (3) steps of the Grievance Procedure. If the Michigan Department of Consumer & Industry Services or other agency finds that the employee abused, neglected or mistreated the resident and if the decision is not reversed by appeal through the appropriate agency or court, the discipline or termination of the employee's employment will be sustained and may not be appealed to arbitration under this Agreement.

Should no resident abuse, neglect or mistreatment be found by the Michigan Department of Consumer & Industry Services or other agency, and the Facility is not prohibited from employing the individual, the grievance that was filed above shall be processed through arbitration if the Employer does not reinstate the disciplined or discharged individual.

(4) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.

(5) The arbitrator's fee and expenses and the charge of the Federal Mediation and Conciliation Service shall be borne equally by both parties. The Employer shall not be liable for the payment of wages to or the expenses or charges of any employee or representatives of any employee or of the Union who participate in any way in such arbitration.

Section 3.

(a) The Employer has the right to employ any person who is satisfactory to the Employer; also to terminate the employment of any probationary employee during his/her probationary period for any reason whatsoever, or to discipline him/her, and he/she shall not because thereof have recourse to the Grievance Procedure of this Agreement; and also to discharge or discipline a seniority employee for just and proper cause.

(b) If a seniority employee is discharged or disciplined and wishes to file a grievance concerning same, his/her Steward or other representative shall file his/her written signed grievance with the Administrator of the Employer within the first four (4) working days after the day on which he/she was discharged or disciplined, but not thereafter. The procedure for consideration of such grievance shall then be as provided in Steps 3 and subsequent, as set forth in Section 2 of this Article. If an employee is reinstated to employment as a result of such procedure, he/she shall not solely on account of his/her reinstatement be entitled to any lost wages.

Section 4. No grievance will be considered at any step unless it is filed and processed within the respective time limits and according to the procedure set forth in this Article. If a grievance is not advanced from one step to the next as specified, it shall be considered either to have been settled in accordance with the last disposition made by the Employer, or to have been abandoned with like effect as if it had been settled by the Employer's last disposition.

Section 5. When any of Steps 1 to 3, inclusive, of the within Grievance Procedure occur during the working hours of the grieving employee, on the Employer's premises, such employee will be allowed such time away from his/her work upon request to his/her supervisor, as soon as he/she can be spared therefrom, as determined by his/her supervisor, as is necessary for the consideration of his/her matter, without loss of pay.

Section 6. While any individual employee shall have the right to file and present on his/her own behalf his/her own grievance in accordance with the above procedure without the intervention of any representative, no settlement of such grievance shall be made which is inconsistent with any of the provisions of this Agreement.

Section 7. Meetings shall be held without loss of pay between the Employer's representatives and the Union's representatives and/or the Grievance Committee upon mutual agreement of the parties for the purpose of keeping grievances to a minimum and the discussion of other problems and/or policy matters. This provision may not be used to hold up the settlement of formal grievances beyond the time limits stipulated in the above sections.

Section 8. No financial claim made by or on behalf of any employee shall be valid for any period of time prior to its presentation at Step 1 of the within Grievance Procedure if such employee knew or should have known of such claim prior thereto, except that in the case of a grievance concerning an employee's discharge or discipline no financial claim other than a demand for back pay shall be valid for any period of time prior to its filing with the Administrator as specified in Section 3 of this Article, if such employee knew or should have known of such claim prior thereto.

Section 9.

(a) The Grievance Procedure set forth herein provides the sole remedy for the settlement of employee grievances. Consequently, no employee or employees shall, either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Employer. Furthermore, they shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work, or interference of any sort whatsoever with any of the normal operations of the Employer or in any conduct which causes or results in such interference. Any employee who engages in any of such prohibited conduct shall be subject to discipline or discharge.

(b) The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited by Section 9(a); and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

(c) The Employer agrees that it will not lockout its employees.

ARTICLE V **DISCHARGE AND DISCIPLINE**

Section 1. An employee shall be subject to discharge for just and proper cause, which shall include, but not be limited to: Actions which contribute to a serious hazard for, or injury to, any resident or other person on the premises of the Employer; mistreatment of residents; leaving work station without permission or relief; excessive absenteeism or excessive tardiness; intoxication or drinking on duty or on the premises; use of drugs or narcotics, gambling on the premises; offenses involving any crime which undermines the Facility's unique community mission; unprofessional, discourteous, unethical or insubordinate conduct; acts of violence, theft; unauthorized use of Employer's facilities, equipment or supplies; misappropriation of funds, assault on the premises.

Section 2. The Union and the employees recognize the importance of courtesy and the protection of confidential information concerning residents and their families. Any and all information no matter how gathered concerning a resident or his/her family shall be considered as confidential. Any act of unprofessional discourtesy to a resident or his/her family or disclosure of any information by an employee to a resident, a fellow employee, except his/her supervisor, the Administrator, the medical director of the Director of the Family Independence Agency, or unauthorized person shall be regarded as a breach of duty by the employee, and shall be grounds for immediate discipline or discharge.

Section 3. Discipline by the Employer for just cause may include verbal warning, written warning, suspension or discharge depending upon the severity of the offense. Copies of all discipline shall be provided to the employee and the Union Steward.

Section 4. Management will offer an employee Union representation prior to administering discipline or to an employee when the employee is interviewed and the Employer reasonably believes that the interview may result in discipline to the employee.

ARTICLE VI **SENIORITY**

Section 1. Seniority shall be defined as the length of continuous service since the last date of hire, except as provided in Section 4 of this Article.

Section 2. All new hires shall serve a probation of ninety (90) calendar days and shall have no seniority rights during that period. The Employer and the Union may by mutual written agreement extend the probation for an additional period not to exceed sixty (60) calendar days during which time the employee shall have no seniority rights. Any probationary employee may be discharged without regard to this Agreement. Employees hired on the same date shall be placed on the seniority list alphabetically according to their last name.

Section 3. Except as provided in Section 4 of this Article with respect to any temporary employee, an employee shall acquire seniority upon completion of his/her probationary period and his/her name shall thereupon be placed upon the seniority list in the job classification in which he/she is then working and with his/her seniority date, which shall be the date of hire.

Section 4. An employee who is hired for only a limited period of time and who is so informed at the time he/she is hired, shall be considered a temporary employee, and he/she shall not have seniority rights in respect to this Agreement. If such employee is given the status of a regular employee, upon completion of his/her probationary period, his/her seniority shall accrue from his/her date of hire.

The Employer will notify the Union in the event an employee is hired on a temporary basis. Such notice shall include the employee's name, date of hire, classification and the anticipated term of employment.

Section 5. A casual employee is an employee who is not regularly scheduled to work Monday through Friday in a job classification. Casual employees may be scheduled for weekend work. Casual employees are not within the bargaining unit.

Section 6. When a temporary job opening occurs or additional hours of work are available in the bargaining unit, regular part-time employees who work in the same

department and on the same shift, who are capable of performing the work with no additional training will be given the opportunity to perform such work based on their seniority within the department, providing such additional hours worked by an employee does not require the payment of overtime. If no such employee accepts the opportunity to perform the required work, the Employer may then assign regular part-time employees or utilize temporary or casual employees. The Employer shall only be required to make reasonable efforts to contact regular part-time employees to offer them the opportunity to perform the required work.

During the first week in July and the first week of January of each year, regular part-time employees who wish to be given the opportunity to perform such additional work shall so indicate in writing on a list to be furnished by the Employer. Failure to sign such lists does not excuse an employee from working additional hours if requested to do so by the Employer.

Section 7. Employees covered by this Agreement shall be placed on a seniority list by job classification within departments. The Employer shall maintain up-to-date seniority records. The Employer agrees to provide the Union with a complete seniority list including classification, date of hire and salary. This list shall be brought up-to-date every six (6) months. An employee shall be entitled to exercise his/her seniority only within his/her own job classification and department, except as otherwise provided in this Agreement.

Section 8. If an employee with seniority in one job classification is transferred to another job classification in the same department or to a job classification in another department, his/her seniority shall apply only in his/her former classification until he/she has worked for two (2) months in his/her new classification, whereupon his/her full seniority shall apply in his/her new classification but not at all in his/her former classification. During that two (2) month period, the employee shall be considered to be on trial in his/her new classification, and if he/she is laid off therefrom he/she shall be entitled to exercise his/her seniority in his/her former classification.

Section 9. An employee shall not by virtue of his/her seniority be entitled to select or to have or to retain any particular job within his/her classification or elsewhere. Job assignments will be made by the supervisors of the employees, and the employees shall comply with such assignments.

Employees will normally be scheduled to work on one particular shift; however, two (2) exceptions are noted:

(1) In case of emergency, management may assign employees who have been employed at least one (1) month by reverse seniority to work hours other than their normal shift.

(2) Departments other than the Nursing Department may not have sufficient staffing numbers to allow a normal single shift assignment of duties for all

work hours. In such departments, some positions shall be designated as "swing" positions which shall be filled by reverse seniority by employees who have been employed at least one (1) month. Such swing positions shall be required to work various shifts. All swing shift assignments will be shown on the regular posted work schedules of the department involved.

Section 10. An employee's seniority in whatever job classification it applies shall be computed and governed by his/her seniority date as determined under the provisions of this Article.

Section 11.

(a) In the event of a reduction in the work force within a job classification, temporary employees therein shall be laid off first, then probationary employees therein, then seniority transferees therein whose period on trial therein has not yet been completed, and then employees within the classification in accordance with the reverse order of their seniority, *i.e.*, least seniority is first laid off, provided the employees who are retained are capable of doing the available work as scheduled and do it efficiently and to the satisfaction of their immediate supervisors so as to make such method of layoff practicable.

(b) In the event of an increase in force within a job classification, employees with seniority therein who are on layoff shall be recalled in accordance with their seniority and in the reverse order of their layoff; provided they are capable of doing the available work as scheduled, before any new employees are hired in that classification and before any other employees are transferred thereto.

Section 12. If the Facility experiences a layoff of any kind, first the Employer will seek volunteers in the affected classification for layoff. Second, the Employer may then require the lowest seniority full-time employee to accept a part-time position temporarily until the Employer calls back laid off employees or hires new employees.

Section 13. The Employer will endeavor to give at least two (2) weeks notice to an employee prior to layoff.

Section 14. Notice of layoff shall be given in writing to the employee and Steward and shall set forth the effective date of the layoff.

Section 15. Seniority shall be lost and employment terminated for any of the following reasons:

- (a) The employee quits.
- (b) The employee is discharged for just and proper cause.
- (c) If the employee is laid off for a continuous period of one (1) year.

(d) If the employee is absent for two (2) consecutive working days without properly notifying the Employer or if the employee fails to report within three (3) working days after recall, unless the employee furnishes to the Employer a reason satisfactory to the Employer for failure to furnish proper notice or the failure to return to work.

(e) If the employee fails to report for work upon termination of any leave of absence, such employee shall be reinstated only if he/she furnishes a reason satisfactory to the Employer for not returning to work and for not notifying the Employer of his/her inability to return to work.

(f) If the employee retires or is retired pursuant to any Retirement Plan of the Employer then in effect.

(g) If the employee makes a false statement which is material on his/her application for employment or on his/her application for leave of absence.

ARTICLE VII **PROMOTIONS AND TRANSFERS**

Section 1. The Employer shall post on the bulletin board a notice of job vacancies and such notice shall remain posted for four (4) calendar days. During such three-day period, employees seeking to fill such job vacancy shall submit their names and special qualifications for the job vacancy to the personnel office. Selection of the employee shall be based upon qualifications and ability and when, in the reasonable discretion of the Employer, such factors are equal as between two (2) or more qualified bargaining unit employees who have bid, seniority shall be the governing consideration and the qualified applicant with the most seniority shall be placed in the vacant job. The Employer shall not act arbitrarily. When an employee is promoted to a higher paying job, the employee shall receive the wage rate in the new classification which is next highest to the employee's current straight-time rate in the previous position. However, the Employer may, at its sole discretion, assign a wage rate higher than the rate identified above. Such a rate shall not exceed the current two (2) year rate for the classification involved. Such assignment of a higher rate shall be communicated to the proper representatives of the Union in a timely manner for informational purposes only. Such action shall not be subject to the grievance procedure.

(a) A job vacancy is (1) where a job is vacated and the Employer decides to fill it; or (2) the work force is expanded within the Facility being operated by the Employer.

(b) If within the period of one (1) year from the date of transfer, by reason of curtailment of the labor force, the employee should not have sufficient retained seniority to remain in the position to which he/she has been transferred, then the

employee may transfer back to the position which the employee held immediately prior to the transfer. The employee may use as seniority the seniority previously accumulated, plus the time spent in his/her previous position, and this total seniority shall be used to determine if the employee is entitled to his/her previous position under Section 11(a) of Article VI. Thereafter, the employee shall exercise his/her seniority only in the department where he/she is working.

(c) The employee shall have the right to bid on vacancies under this Section only once each six (6) months except that an employee who has bid on a temporary position shall not be precluded from bidding on a permanent position should one become available within the six (6) month period.

(d) The vacancy in the transferred employee's job shall not be open to bidding under this Section and the Employer may fill the job. The Employer will give consideration to all qualified applicants.

Section 2. When there is a temporary opening in a job classification because of a shortage of employees resulting from an emergency or a vacation or other absences from the job, the Employer may temporarily transfer any employee to such job classification. The temporary transfer period shall not exceed the emergency, the length of vacation or other absence from the job.

The employee temporarily transferred shall receive the rate of pay of his/her regular classification or that of the classification to which he/she is transferred, whichever is higher, during such temporary transfer.

Section 3. An employee shall be permitted to return to his/her former position during the trial period, with the approval of the Employer.

Section 4. The Employer will attempt to fill any and all job vacancies as described in Section 1 of this Article before any new employee is hired for said positions.

ARTICLE VIII

SICK LEAVE AND LEAVES OF ABSENCE

Section 1.

(a) Each regular full-time employee shall after the completion of his/her probationary period be entitled to one (1) paid sick/personal day for each month during which the employee was in probationary status, his/her pay to be computed at his/her current straight-time hourly rate, exclusive of premiums of any sort whatsoever. Each such employee shall thereafter be entitled to one (1) paid sick/personal leave day for each subsequent month of employment, his/her pay to be computed as set forth above. If a temporary or regular part-time employee is given regular full-time status before the termination of his/her temporary or

part-time employment, he/she shall be entitled to one (1) paid sick/personal day for each month of employment starting with the commencement of his/her employment on a full-time basis.

(b) Within one (1) month after an employee's annual anniversary date on regular full-time status, each eligible employee who has not used all of the paid sick/personal days to which he/she is entitled, shall be paid eight (8) hours pay at his/her current straight-time hourly rate, exclusive of premiums of any sort whatsoever, for each full day not taken as a sick/personal day. Sick/personal days may not be accumulated beyond the year in which earned. Upon termination of regular full-time employment, sick/personal pay, as computed above, shall be paid to such an employee or the persons legally entitled thereto for all unused sick/personal days earned prior to such termination.

(c) The term "sick/personal day" as used in this Agreement refers to sickness or non-compensable accidental injury of the employee to such an extent that he/she is unable to perform his/her scheduled work or that it would be unsafe and unwise to expose others to his/her condition. It shall also include an employee's care of a dependent child or spouse who has a serious health condition. Sick/personal days may also be utilized for medical/dental appointments for the employee or the employee's family member or for attending to personal business appointments when such appointments cannot be conducted during non-work time.

The parties recognize the importance of maintaining adequate staffing levels for the care and well-being of the Facility's residents. Employees shall endeavor to give as much advance notice of an impending absence as is possible. Use of sick/personal time to attend appointments capable of being prescheduled shall be requested at least seventy-two (72) hours in advance and will be approved when staffing otherwise permits.

(d) Sick/personal days shall be permitted only as set forth in Section 1(c) except that employee may use up to five (5) of the twelve (12) "sick/personal" days for reasons unrelated to those set forth in Section 1(c) above provided they notify the Facility of their intent to use the day by the 15th of the month prior to the posting of the monthly schedule or find their own replacement for the hours of work which are scheduled and staffing permits.

(e) Where there are conflicting requests for time off pursuant to Sections (c) and (d) above, seniority shall be the governing criteria.

Section 2. The Employer and the Union agree that all non-probationary employees covered by this Agreement called into military service, including the National Guard, shall be entitled to all the benefits accorded to them by applicable laws.

Section 3. Personal leaves of absence (including educational leave) without pay may be granted upon written application for a period up to three (3) months for any reason which is acceptable to the Employer, provided the employee's services can be spared. The Employer may grant one or more extensions of a leave upon the employee's request for

reasons which are acceptable to the Employer. No employee shall be entitled to return to work before the expiration of his/her leave unless the Employer consents to his/her early return. If an employee fails to report for work promptly upon the termination of his/her leave of absence, he/she shall be considered to have quit voluntarily subject to Article VI, Section 15(e). Such personal leave shall be subject to the following regulations:

(a) Request for a leave shall be made in writing signed by the employee, to his/her immediate supervisor and shall state the reasons for the request. Leave of absence, if granted, shall be in writing and shall require the signed approval of the employee's department head and the Administrator or his/her designee.

(b) No more than a total of two (2) months [three (3) months in the case of educational leave] seniority shall be accumulated by reason of an employee being absent on leave other than military leave. Unless otherwise required by law, time spent on leave of absence shall not count toward the computation of any monetary or fringe benefits of employment which are either partly or wholly based upon time actually worked by an employee. When an employee returns from a leave of absence, the Employer shall endeavor to return such employee to his/her former job whenever possible, unless otherwise mutually agreed upon.

Section 4. A seniority employee shall be granted an unpaid (except for sick/personal days pursuant to Article VIII, Section 1(a) and (b) and sickness and accident insurance benefits pursuant to Article IX, Section 8) medical leave of absence by the Employer if he/she becomes ill or injured and unable to work, provided his/her claim thereof is supported by evidence satisfactory to the Employer. Such leave shall be for the duration of his/her inability to work, but not to exceed one (1) year, unless such one (1) year period is extended by the Employer upon the employee's request for a very exceptional reason. Upon his/her return to work from such a leave, the employee shall furnish the Employer with acceptable proof of his/her fitness for work. The Employer will continue to pay the premium for Life Insurance and Accidental Death and Dismemberment Insurance during the first six (6) months following the month within which an employee's medical leave commences. The Employer will continue to pay the premium for Medical Insurance during the first three (3) months following the month within which an employee's medical leave commences.

Section 5. Leave of absence with pay up to a maximum of three (3) scheduled working days or four (4) scheduled working days if the funeral is more than four hundred (400) miles from the City of Adrian, Michigan, will be allowed to an employee to attend the funeral or, when necessary, to make funeral arrangements in the event of a death in his/her immediate family; provided, that such paid time off shall not extend beyond one (1) day after the date of the funeral. For purposes of this Agreement, immediate family shall be defined as: husband, wife, father, mother, step-father, step-mother, brother, sister, son, daughter, step-son, step-daughter, grandparents, grandchildren, father of present spouse, mother of present spouse, or any other person dependent upon the employee for support and living in the immediate household. Employees may use vacation days where extra time is needed. In

the event of death of the employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, the employee will be granted one (1) paid leave day.

Section 6. Anyone hired as a replacement for an employee on leave of absence shall be given notification in writing to the effect and notice shall be furnished to the Union.

Section 7. Not more than three (3) employees at any one time who are elected to attend a conference or convention of the International Union or Local No. 79 may be granted a leave of absence for such purpose without pay, provided that the efficient operation of the Facility will not be impaired thereby.

ARTICLE IX
WAGES AND OTHER EMPLOYMENT BENEFITS

Section 1. The following wage rates are effective January 1, 1999. The employees shall progress to the rates indicated based upon the time actually worked in the classification.

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MOS.</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Dietary				
Head Cook	\$9.04	\$9.10	\$9.31	\$9.49
2nd Cook	\$8.80	\$8.92	\$9.03	\$9.19
Helpers	\$8.61	\$8.72	\$8.80 8.83	\$8.95
Housekeeping				
Leader	\$8.67	\$8.78	\$8.88	\$9.01
Maid	\$8.61	\$8.72	\$8.83	\$8.95
Maintenance				
Chief	\$9.47	\$9.61	\$9.83	\$9.97
Helper	\$9.16	\$9.38	\$9.53	\$9.71
Nursing				
Aides	\$8.80	\$8.90	\$9.06	\$9.19
Laundry				
Leader	\$8.75	\$8.86	\$8.96	\$9.09
Helper	\$8.69	\$8.81	\$8.91	\$9.03
Miscellaneous				
Physical Therapy Aide	\$8.80	\$8.90	\$9.06	\$9.19
Activities Aide	\$8.80	\$8.90	\$9.06	\$9.19

Section 2. The parties agree to reopen the contract with respect to wages in December of 1999 and in December of 2000. All other terms and conditions shall remain unchanged for the life of the Agreement.

Section 3. Shift Differential. All employees covered hereby shall be paid a premium of twenty-five cents (25¢) per hour for all work performed by them on the afternoon shift and twenty-two cents (22¢) per hour for all work performed by them on the midnight shift. Any employee who works at least four (4) hours on either the afternoon or midnight shift shall be eligible for the shift differential for the entire respective shift.

Section 4. Employees on shifts which begin after 10:30 p.m. Friday and before 10:30 p.m. Sunday will receive a forty cents (40¢) per hour weekend pay differential added to their regular straight-time rate for hours worked on such shifts, exclusive of premiums of any sort whatsoever.

Section 5. Life Insurance and Accidental Death and Dismemberment Insurance.

(a) The Employer will procure and maintain during the term of the Agreement, at its own expense, as provided in this Section, a group life insurance policy or policies from a reliable insurer or insurers satisfactory to the Employer, covering the life of each regular full-time employee who has seniority status, in the principal amount of Five Thousand Dollars (\$5,000) with an additional accidental death and dismemberment benefit of Five Thousand Dollars (\$5,000) payable to the beneficiary named by the insured employee, with the right reserved to him/her to change his/her beneficiary.

The Employer will procure and maintain during the term of the Agreement, at its own expense, as provided in this Section, life insurance coverage in the amount of One Thousand Dollars (\$1,000) on the life of each regular part-time employee who has seniority status.

(b) If a covered employee's employment is terminated, this insurance benefit shall be discontinued as to him/her at each end of the policy month in which such termination occurs. However, he/she may continue his/her coverage at his/her own expense if he/she is permitted to do so by the insurer.

(c) The Employer will not pay the premium on such insurance for an employee for the policy month following any policy month in which that employee does not actually work at all for the Employer prior to the premium remittance date, except that if he/she is absent on medical leave, the Employer will continue to make such payments for the first full six (6) months of such leave. If the employee wishes his/her coverage to be continued thereafter, he/she shall pay his/her monthly premium to the Employer prior to such remittance date so that the Employer may remit the same to the insurer.

(d) All dividends, rebates, credits, refunds and reimbursements of any sort paid by an insurer shall be paid by such insurer to and shall belong to the Employer.

Section 6. Sickness and Accident Insurance. To further protect regular full-time employees from loss of wages due to illness, the Employer will carry sickness and accident insurance for regular full-time employees rendered unable to work by reason of such sickness or accident at the rate of Eighty Dollars (\$80) per week – for a maximum period of thirteen (13) weeks per year. The benefits shall begin on the eighth (8th) consecutive day of absence due to illness or on the eighth (8th) consecutive day of absence due to an accident, which is not a compensable industrial accident under the Workers' Compensation laws of the State of Michigan. Such insurance benefits shall be in accordance with the regulations of the insurance company.

Section 7. Medical Insurance.

(a) Coverage under the Employer's health care plan (BCBS CMM 100/200 Program; including RM, CMM-OPS, CMM-SAB and CMM-VST Riders) with a Ten Dollar (\$10) prescription drug rider, including the MOPD-2 Option will be available for regular full-time employees and their dependents and for regular part-time employees only. As of the effective date of this Agreement, a base for monthly employee medical insurance premium contributions is established as follows:

	<u>Full-Time</u>	<u>Part-Time</u>
Employee Only -	\$145.00	\$145.00
Employee & Spouse -	\$314.00	\$157.00
Family -	\$355.00	\$177.50

The above is the maximum to be paid by the Employer and employees electing riders shall pay the entire cost of the riders selected. For part-time employees who are eligible for insurance, the Employer will pay fifty percent (50%) of the full-time rate (see above) for employees who are scheduled for at least twenty-four (24) hours per week.

(b) No employee or dependents of any employee shall be eligible for medical and hospital insurance benefits if such employee or the employee's dependents are also covered under the terms of another group medical and hospital insurance plan, which is equal to or better than this Facility's, paid for by another employer, it being the intent of the parties that there shall be no duplication of insurance benefits.

An employee who is not eligible for medical and hospital insurance benefits because the employee's spouse is covered under a group medical and hospital insurance plan provided by another employer as provided in the foregoing paragraph, will be eligible for the insurance coverage under this Agreement for the employee and dependents if the employee's spouse ceases to be covered under the plan of the other employer provided the employee gives written notice to the Employer that the spouse is no longer covered. Reasonable proof of lack of coverage under the other plan may be required. Coverage under such circumstances will start as of the date the spouse's coverage stopped.

(c) If the Employer desires to change any insurance carrier or to become self-insured, it may do so, provided that the Employer gives the Union at least sixty (60) days notice prior to any such change or becoming self-insured, and provided further that the level of benefits will not be decreased thereby. In the event of such a change or becoming self-insured, all references in this Agreement to any insurance carrier will be deemed to be changed in like manner.

(d) Employees of Lenawee Medical Care Facility who do not choose to be covered under the Employer's health care plan during each calendar year shall be paid a fringe benefit allowance in the second payroll of each calendar year (January) according to the following conditions:

Allowance will be based on hours paid during full payroll periods the employee was not enrolled in the Employer's health care plan.

Only hours paid during the calendar year immediately preceding the month of payment will be considered.

Payment schedule: (Hours paid)

At Least	Up To	Amount
1000 hours	1500 hours	\$ 75.00
1500 hours	2000 hours	\$100.00
2000 hours	No limit	\$150.00

The first payment under this program will be made in January, 1989.

This program is intended to allow employees who do not choose to be covered by the total fringe benefit package offered by the Facility to purchase additional personal or family insurance benefits that suit their individual needs.

Section 8. Workers' Compensation. The Employer, for the duration of this Agreement, agrees to pay the full costs to maintain Workers' Compensation insurance under the provisions of the Workers' Disability Compensation Act for accidental injury which arises out of and in the course of the employee's employment. Any employee who suffers an accidental injury arising out of and in the course of his/her employment must notify the department head or supervisor immediately of the injury. Employees may use accrued sick leave while waiting for, but not receiving, Workers' Compensation benefits.

Section 9. Should the method of revenue, receipt or reimbursement be modified by legislative or administrative action, the Facility has the right to reopen negotiations on the amount of salary increase due to be paid during the second year of this Collective Bargaining Agreement and on the issue of subcontracting.

ARTICLE X
VACATIONS

Section 1. Each regular full-time employee who has at least one (1) year's seniority shall, after completion of his/her first and subsequent full years of service in regular full-time status, or in a combination of regular full-time and regular part-time status, be entitled to an annual vacation with pay during the next ensuing year of his/her employment as hereinafter provided. Vacation pay shall be based upon the employee's regular straight-time hourly rate without regard to premium pay or differentials of any sort whatsoever. A full year of service in regular full-time status means and requires that an employee must actually have worked at least Nineteen Hundred (1,900) hours in such status for the Employer during a year starting at the commencement or the anniversary of the commencement of his/her status as a regular full-time employee. If a temporary employee is given regular full-time status before the termination of his/her temporary employment, his/her seniority year and his/her regular full-time service shall be deemed to start as of his/her date of hire as a temporary employee.

Section 2. Vacation benefits, based on a full year of regular full-time service, shall be as follows:

<u>After Years of Such Service</u>	<u>Vacation Days</u>	<u>Vacation Pay</u>
1 through 8 years	10 working days	80 hrs. straight-time pay
9 through 14 years	15 working days	120 hrs. straight-time pay
15 and subsequent years	20 working days	160 hrs. straight-time pay

Section 3. Vacation pay shall be paid at the employee's regular straight-time rate, exclusive of all premiums and differential pay, and shall amount to forty (40) hours pay for each week of vacation time earned. When the vacation is of at least one (1) week duration, vacation pay shall be paid by separate check.

Section 4. A notice of desired vacations will be posted by January thirty-first (31st) of each vacation year. An employee shall indicate his/her preference thereon, whether earned or not. No employee may schedule a vacation to be taken prior to the second pay period following the pay period within which the employee's employment anniversary date occurs. Conflicts in vacation schedules shall be resolved in favor of the senior employee, provided the employee indicates his/her preference by April 30th, and thereafter, vacations shall be scheduled in order of request received as hereinafter provided. It is understood that the Facility must be adequately staffed at all times. As far as possible, vacations will be granted at the times most desired by employees, but the final right to allot vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the Facility. However, to the extent that it can be achieved without adversely affecting resident care, the

Employer will endeavor to permit employees to take their vacations at the time requested to the extent that it is practicable and consistent with the provisions of this Section. After the vacation schedule is established, however, revisions thereof shall be made solely at the discretion of the Employer, and seniority shall not be honored in requests for revisions of vacations. Requests for one (1) week or more may only be made between the 1st and the 15th of the month preceding the quarter in which vacation was requested. (December, March, June, September) Such requests shall be granted or denied between the 16th and the end of the month in which the request is made. If there is a conflict the most senior employee will be given preference. Requests made subsequently will be granted, if possible, based on availability on a first come first serve basis.

Section 5. At the option of the employee, up to two (2) weeks of vacation pay may be taken by the employee in lieu of vacation.

Section 6. Vacation time is not cumulative. A vacation must be taken within one (1) year after expiration of the year in which earned. Otherwise, it shall be deemed to be waived, unless otherwise specifically approved in advance by the Employer.

Section 7. In the case of a regular full-time employee who does not qualify for full vacation benefits under the foregoing sections of this Article because of the employee's failure to work at least Nineteen Hundred (1,900) hours in regular full-time status during the year, or in the case of a regular part-time employee, the employee's vacation benefit accrued for that year shall be computed upon a pro rata basis by dividing the number of hours he/she actually worked in such status during the year by Nineteen Hundred (1,900) and applying the resulting percentage to the benefit stated in Section 2 of this Article. If this results in a fraction of a day of vacation, it shall be increased to the next full day.

Section 8. Vacation pay benefits will be issued at the pay period prior to the first day of vacation. Employees whose employment is terminated by death or discharge or quitting, provided such employee who quits gives two (2) weeks written notice, shall receive all vacation benefits which have accrued during the employment year in which earned and have not used and a pro rata portion of vacation benefits for the employment year in which such termination occurs based upon the number of hours worked prior to termination in such year. No employee shall be entitled to any vacation benefits prior to completion of one (1) full year of employment. Vacations may be split if approved by the employee's department head and the Administrator, and subject to Section 4 above.

Section 9. In case of an employee's death, payment of accrued vacation pay shall be paid to the persons entitled thereto according to law.

Section 10. After their first calendar year of service, regular part-time employees shall be entitled to pro rata vacation benefits as measured by the number of hours actually worked. After completion of his/her first and subsequent calendar years of service, such employee shall be entitled to an annual vacation with pay during the next ensuing year of his/her employment. Vacation pay shall be pro rated and shall be based upon the number of

hours the employee actually worked during the vacation year as provided in Section 7 of this Article. Vacation benefits for regular part-time employees shall be based upon straight-time pay without regard to premium pay or any shift differential. Vacation benefits shall be computed under Section 2 of this Article as though the employee had worked from one (1) through eight (8) years regardless of time actually worked.

ARTICLE XI HOURS OF WORK

Section 1. The regular schedule of a regular full-time employee's work shall consist of eighty (80) hours in a fourteen (14) calendar day pay period, and the regular schedule of such an employee's work day shall consist of not more than eight (8) consecutive hours, except for an unpaid lunch period. The workday is defined as the twenty-four (24) hour period commencing at the beginning of the day shift (7:00 a.m.) each day. Employees who work a double shift and are scheduled for the next day may be excused by the Employer but if required to work shall be paid time and one half (1 1/2) for all hours worked.

The above designation of a normal work schedule shall not be construed as a guarantee of work by the Employer. No employee's normal work schedule will be adjusted on a daily basis to avoid paying overtime, and the Employer shall attempt to arrange the work schedules in such a manner that no employee is required to work both Saturday and Sunday of two (2) consecutive weeks.

Section 2. It is recognized and understood that deviation from the foregoing regular work schedule will be necessary and will unavoidably result from several causes, such as but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergency. No such deviations shall be considered as violations of the general rules which are stated in Section 1 of this Article.

Section 3.

(a) Time and one-half (1½) of the regular hourly rate, exclusive of shift premiums, shall be paid for all authorized hours worked in excess of eight (8) hours in any one (1) day or eighty (80) hours in any fourteen (14) calendar day pay period.

(b) Time and one-half (1½) the regular hourly rate, exclusive of shift premiums, shall be paid to an employee for all hours which he/she works on a second consecutive shift.

(c) There shall be no duplication or pyramiding of overtime payments, and overtime paid on a daily basis shall not be included in paying overtime for overtime hours in excess of eighty (80) hours during a scheduled two (2) week work period.

(d) The Employer will, to the extent practicable and in keeping with patient care, use the following procedure for filling of vacancies on an overtime basis:

(1) The Employer will solicit employee preferences by shift for overtime. A notebook will be located within the department and used to volunteer for overtime. Employees may sign up for any shift in the future. The shifts will be awarded by seniority, highest to lowest, two (2) weeks in advance of the shift whenever possible. Employees will be responsible for following up with their supervisor prior to the shift signed up for to see if the employee were awarded the shift. It is recommended that employees sign the volunteer book at the beginning of the shift each day in case there is a call-in. If a call-in is received late in the shift, the volunteer book will be utilized. Overtime will only be awarded after all non-overtime options have been exhausted. Employees may remove their name at any time prior to accepting a shift.

(2) In the event there are insufficient volunteers, the Employer may schedule overtime as needed. Overtime will be scheduled on a seniority basis from lowest to highest.

Section 4. When an employee reports for work at his/her scheduled time or at a time designated by the Employer and there is insufficient work for the employee to perform, without having been notified by the Employer that there will not be sufficient work for him/her, he/she shall be paid a minimum of four (4) hours at his/her regular hourly rate, or for such time as actually worked in excess of four (4) hours; provided, however, that this provision will not apply in case such work is not available because of circumstances which are beyond the control of the Employer or because of any labor dispute.

The provisions of this Section shall not apply when an employee reports back to work after he/she has been absent from available work on leave of absence or otherwise. This Section shall not apply where an employee is called in ahead of his/her regular shift or works beyond his/her regular shift and there is no interruption in work before the start or after the end of the shift.

An employee called into work under this Section shall work his/her next regularly scheduled shift following the call-in.

Section 5.

(a) An employee who reports to work after his/her established starting time will be paid on the following schedule:

<u>Time Late</u>	<u>Time Deducted</u>
Through 6 minutes	.1 hour
7 through 12 minutes	.2 hour
13 through 18 minutes	.3 hour
19 through 24 minutes	.4 hour
25 through 30 minutes	.5 hour
31 through 36 minutes	.6 hour
37 through 42 minutes	.7 hour
43 through 48 minutes	.8 hour
49 through 54 minutes	.9 hour
55 through 60 minutes	1.0 hour

Provided, however, that an employee who is more than thirty (30) minutes tardy may be sent home for the balance of that working day by his/her supervisor, in which event he/she shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline or discharge.

(b) The head of any employee's department may, in his/her sole discretion, for cause shown which is satisfactory to him/her, either excuse tardiness or permit the employee to make up his/her tardiness by working an equivalent amount of time after his/her established quitting time. The Employer shall not act arbitrarily in refusing to excuse tardiness.

Section 6. All employees who are scheduled to work an eight (8) hour day shall be allowed one (1) paid fifteen (15) minute rest period during the first half of the shift and one (1) paid fifteen (15) minute rest period during the second half of the shift; provided, however, that the Employer shall have the sole right to schedule rest periods.

Section 7. Employees may request a voluntary shift transfer by giving notice to the Employer of their desire to work on a different shift. The Employer will attempt to transfer such an employee to the desired shift provided that the efficient operation of the Facility will not be disrupted thereby.

Section 8. All full-time employees shall be scheduled a minimum of every third weekend off duty except in emergency situations. Further, a standing committee, composed of two (2) employee representatives and two (2) Employer representatives, shall be established for the purpose of attempting to formulate a workable system of scheduling which would allow employees to be scheduled a minimum of every other weekend off duty. At the request of either the employee or Employer representatives, this committee shall meet

and confer not less than once a month. Employee representatives shall be paid for all time spent in such conferences.

ARTICLE XII HOLIDAYS

Section 1. Each regular full-time employee shall be paid at his/her current straight-time hourly rate for the following holidays not worked:

New Year's Day	Veterans Day (November 11)
Presidents Day (third Monday in February)	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	One (1) Floating Holiday
Independence Day	to be scheduled by mutual
Labor Day	agreement of the Employer
	and the employee

In order to qualify for holiday pay, the employee must have worked in full the number of hours scheduled for his/her last working day prior to and on the next scheduled working day after such holiday, unless he/she is excused from working on such days preceding and succeeding the holiday by the Employer.

Section 2. A part-time employee who works sixty-four (64) hours during a period within which a holiday falls shall receive holiday pay as stated in Section 1 above.

Section 3.

(a) In the event a regular full-time employee covered by this Agreement is required to work on any holiday he/she shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate for all hours worked on such holiday, in addition to holiday pay if he/she has qualified therefore pursuant to Section 1. A regular full-time employee who is required to work on the Christmas, Easter, Thanksgiving and Independence Day holidays shall receive two (2) times his/her regular straight-time hourly rate for all hours worked on a second consecutive shift.

(b) In the event a regular part-time employee is required to work on any holiday, he/she shall be paid at the rate of two and one-half (2½) times his/her regular straight-time hourly rate for all hours worked on such holiday, if he/she has qualified for holiday pay pursuant to Section 1.

Section 4. Any holiday not worked for which an employee is paid hereunder shall not be considered or treated for any purpose under this Agreement as time actually worked by him/her.

Section 5. When any of said holidays fall within an eligible employee's approved vacation period, and he/she is absent from work because of such vacation, he/she shall receive an additional day off with pay for such holiday.

Section 6. An employee who is on layoff or is otherwise absent from work at the time such holiday occurs will not be paid for that holiday.

Section 7. Any employee who is scheduled to work on a paid holiday and is absent may be required to present a doctor's slip to the Employer in order to receive holiday pay.

ARTICLE XIII **MANAGEMENT RIGHTS**

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer including, but without limiting the generality of the foregoing, the sole and exclusive right to manage and operate the Facility in any and all of its operations and activities; the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency; the right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services; the right to determine the composition and number of facilities and departments to be operated and their locations; the right to subcontract for work or services, provided that no employee covered by this Agreement shall be laid off or not recalled from layoff as the result of any such subcontracting; the right to establish, change, combine or discontinue classifications; the right to direct and control operations; the right to discontinue, combine or reorganize any services or any part or all of the operations; the right to direct the work force; the right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations; the right to study and use improved methods and equipment, machinery and processes, to change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; the right to construct new facilities or improve existing facilities; the right to determine the number, location and type of facilities and installations; the right to determine the size of the work force and increase and decrease its size; the right to schedule hours of work and shifts as per this Agreement; the right to permit residents of the Facility to perform bargaining unit work although such residents are not in the bargaining unit provided that such residents perform such work in a safe, competent and efficient manner, and to permit employees not included in the bargaining unit to perform bargaining unit work of a minor nature or where an emergency necessitates such performance; to determine the qualifications and competency of employees to perform

available work; and in all respects to carry out the ordinary and customary functions of management. The exercise of rights granted to management hereunder shall be reasonable.

Section 2. The Employer shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Facility, so long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement. The Employer shall furnish the Union with a copy of the work rules and the Union shall have the right to grieve the enforcement of any work rule established by the Employer.

Section 3. The Union recognizes that volunteer organizations and voluntary individuals may perform services in the Facility that are a valuable and necessary contribution to the welfare of residents and to the operation of the Facility, and that in no way interfere or conflict with the safety, duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature and neither the Union nor the employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers.

ARTICLE XIV **NON-DISCRIMINATION**

The Employer either in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment agrees not to discriminate against any employee because of race, color, national origin, religious affiliation, age, sex (except where age or sex are bona fide occupational qualifications), marital status, or membership or activity on behalf of the Union or participation in the grievance procedure. Nothing in the above provision is intended to limit any other rights of the Employer not specifically and expressly covered, provided that in the exercise of any of the above rights, the Employer shall not violate any provision of this Agreement.

ARTICLE XV **NOTICE TO UNION**

Section 1. The Employer will furnish one (1) bulletin board to be used by the employees to post Union meeting notices and other employee information.

Section 2. When any new classification is put into effect, the Employer will inform the Union of the job description of such classification and will negotiate in good faith in regards to the wages of such classification. Such negotiations will not constitute a reopening of this Agreement.

ARTICLE XVI
GENERAL

Section 1. The Agreement reached between the Employer and the Union is binding on all employees affected, and cannot be changed by any individual.

Section 2. The employee shall notify the Employer of any change in name or address promptly and in any event within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her records for all purposes involving his/her employment.

Section 3. As a condition for the qualification for employment, an employee must pass a physical examination, and every employee agrees to have a physical examination as required from time to time and as provided by the Employer without charge to the employee to establish or re-establish his/her physical fitness to perform his/her work. Where indicated by the individual employee's condition, or where an employee or a group of employees may have been exposed to possible infection or disease, the Employer may require additional physical examinations. Except as provided in the following sentence, when an employee is required by the Employer to have a physical examination, the employee shall not suffer a loss of pay if such examination occurs during his/her working hours. The Employer may require an employee to submit to and pass a routine physical examination upon an employee's return from sick leave or personal leave due to illness or injury.

Section 4. When an employee is required to serve on a jury or as a subpoenaed witness, he/she will be excused from his/her regular duties on the days he/she is required to appear in court. The employee will be required to work all scheduled hours during which his/her attendance in court is not required. During any scheduled work day in which time off for jury duty or as a subpoenaed witness is granted, the employee shall be paid for any time actually worked at his/her regular rate of pay, and in addition, if this amount plus his/her jury or witness fee for the time he/she was excused for duty is less than his/her regular pay exclusive of premium pay or shift differential for such work day, he/she shall be paid the difference. Any such employee shall, upon return to work, furnish the Employer with a certificate of the court showing the amount of his/her jury or witness fee.

Section 5. The Employer shall provide the current Massachusetts Mutual Pension Plan and pay 3.56% of payroll for the duration of this Agreement.

Section 6. Safety. The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer and the Union will cooperate in investigating health and safety conditions, and the Employer will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assisting and maintaining the agreed upon rules regarding health and safety.

Section 7. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and

proposals with respect to all subjects of collective bargaining and that all agreements and understandings, expressed, implied, written or oral, are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 8. The Employer shall post work schedules not less than one (1) calendar week in advance of the first working day covered by such schedule. After a work schedule is posted, the Employer will make only such changes as are made necessary by circumstances, with notification of the employee affected.

Section 9. The Employer shall provide protective clothing to maintenance and housekeeping employees when necessary to protect the employee's own clothing in unusual circumstances. The Employer shall provide identification badges for maintenance employees.

Section 10. The Employer will continue to provide the following benefits presently in effect, unless provided to the contrary by this Agreement:

- (a) Free coffee and punch for employees during rest periods;
- (b) Flu inoculations for employees when authorized by the medical director of the Facility; and
- (c) Free parking for employees during working hours of such employees.

Any changes in the above benefits shall be made by mutual agreement of the employees and the Employer.

Section 11. There shall be no distribution or posting by the employees or by the Union of pamphlets, advertising or political matter, notices or any kind of literature upon the Employer's premises, except as provided in Section 1 of Article XV of this Agreement.

Section 12. If any provision of this Agreement is in conflict with any existing or future state or federal law, which law is applicable and enforceable with regard to such provision of this Agreement, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect. Any provision found in conflict will be subject to renegotiation.

Section 13. The Employer agrees to offer employment to the present employees at the Facility at any new Facility, provided that such employees are capable of performing the work required in their job at the new Facility. In the event that an employee is not capable

of performing the work at the new Facility, he/she will be placed on a preferential hiring list and will be given the first job available at the new Facility which he/she is capable of performing.

Section 14. An employee who is called into work on an unscheduled day with less than three (3) hours advance notice shall be entitled to one and one-half (1½) hour's pay at such employee's regular straight-time rate in addition to pay for the time actually worked, provided the employee does report for work within three (3) hours after being called.

Section 15. Employee paychecks which are prepared by 10:00 a.m. on Thursday will be available to be picked up by employees after 3:00 p.m. on the same Thursday, provided there are no inaccuracies in such paychecks.

ARTICLE XVII

DURATION AND AMENDMENTS

Section 1. This Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2001, and shall continue thereafter in full force and effect from year to year in the absence of notice of termination or to amend this Agreement, as hereinafter provided in Section 2.

Section 2. In the event either party wishes to terminate or amend this Agreement upon its expiration on December 31, 2001, notice shall be given by either party to the other of such desire to terminate or amend, in writing sixty (60) days prior to its expiration date of December 31, 2001, or subsequent anniversary date. If such notice is given, this Agreement shall be open to modifications, amendments or termination as such notice may indicate, on its expiration date or subsequent anniversary date as the case may be.

Section 3. If notice to amend or modify is given as set forth in Section 2, this Agreement shall remain in effect until a new agreement is reached or either party serves upon the other a written notice of such party's desire to terminate this Agreement, which notice must be given to the other party not less than ten (10) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LENAWEE MEDICAL CARE FACILITY

Kathy Oerke

LOCAL NO. 79, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Julia S. Mause

Wendy Robertson

Maria A. Boyd

LETTER OF UNDERSTANDING

The Employer and the Union agree to a trial period wherein all employees will be scheduled off work every other weekend except in emergency situations. The trial period will begin with the schedule effective September 29, 1986. The trial period shall continue for at least six (6) pay periods. The Employer may terminate the trial period at any time after those six (6) pay periods. The only requirement in connection with the termination of such trial period is that the Employer shall give to the Union at least two (2) weeks written notice in advance of the effective date of such termination.

It is further agreed that some part-time employees shall be scheduled on-call both Saturday and Sunday of every weekend when they are not otherwise scheduled to work. Such on-call duty shall be rotated among all part-time employees. Any weekend on which an on-call employee is called in to work shall be treated as an off-duty weekend under this Letter of Understanding even though such employee will not receive every other weekend off. Full-time and part-time employees who do not work scheduled weekend work or fail to report when on-call will be scheduled for future weekend work without regard to the every other weekend off provisions of this Letter of Understanding.

During such trial period, Article XI, Section 1, second paragraph, Article XI, Section 8 and Article XVI, Section 6 shall be considered amended to the extent necessary to conform to this Letter of Understanding.

LENAWEE MEDICAL CARE FACILITY

LOCAL NO. 79, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Kathy Auebe

Julia L. Mause

Wendy Robertson

Maria A. Boyd

LETTER OF UNDERSTANDING

The first two (2) absences in any consecutive twelve (12) month period, which are substantiated in writing by an attending physician/dentist, will not count as occasions of absence under the Facility's Attendance Policy. In addition, any day of absence for which an employee is paid by the Facility will not count as an occasion of absence under the Facility's Attendance Policy, except in cases of abuse, misuse or patterned use of sick/personal days. For purposes of the Attendance Policy*only, part-time employees will be treated as though they had a pro rata number of sick/personal days, although such sick/personal days will be unpaid.

The parties recognize the Facility's right to implement an attendance/tardiness policy. The Union may grieve if that policy is unreasonable in either its implementation or application. The parties have agreed that the policy cannot, however, under any circumstances be what is commonly referred to as a "no-fault" attendance policy.

LENAWEE MEDICAL CARE FACILITY

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Julia S. Marse

Wendy Covert

Maria A. Bayot
