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AGREEMENT

Between

COUNTY BOARD OF INSTITUTIONS
OF ACOCKS MEDICAL FACILITY

And

ACOCKS MEDICAL FACILITY EMPLOYEES'
CHAPTER OF LOCAL 2194

Affiliated With
Council No. 25 AFSCME, AFL-CIO

*Margarette, County of Acocks
Medical Facility*

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AGREEMENT

This Agreement entered into as of the 1st day of November, 1981, between the COUNTY BOARD OF INSTITUTIONS OF ACOCKS MEDICAL FACILITY (hereinafter referred to as the "Employer"), and the ACOCKS MEDICAL FACILITY EMPLOYEES' CHAPTER OF LOCAL 2194, Affiliated with Council No. 25 AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

Captions, Meanings, Gender & Communications

A. The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

B. Unless otherwise defined in this Agreement, all words shall connote their common meaning.

C. Wherever, in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense (i.e. to include humankind - both female and male sexes).

D. Unless otherwise provided: wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Administrator or, in the absence of the Administrator, to the Administrator's designate; similarly, wherever the term Union is used such communication shall be directed to the Chapter Chairperson, or if not readily available, to another Union officer.

ARTICLE 2

Recognition (Employees Covered)

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the

Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all the employees of the Employer included in the bargaining unit described below:

All full-time and part-time employees of Acocks Medical Facility, excluding secretaries, registered nurses, licensed practical nurses and supervisors as defined by the Commission.

B. "Employee" or "regular full-time employee" as used in this Agreement means any employees regularly scheduled to work eighty (80) or more hours per two-week pay period on a full calendar year basis, who have completed their probationary period as herein defined, or who have remained employed in excess of the temporary period herein defined. Such employees shall be entitled to all benefits under this Agreement for which they are otherwise eligible.

C. "Regular part-time employees" are those regularly scheduled less than eighty (80) hours per two-week pay period on a full calendar year basis, who would otherwise qualify as employees pursuant to the definition provided in Section (b) of this Article. Provided they would otherwise be eligible for such benefits, regular part-time employees are entitled to the wages, cost-of-living, overtime and shift differential set forth in this Agreement, and for the following benefits: prorated vacations, prorated holidays, prorated sick leave, personal leave based on such prorated sick leave, and funeral leave based on their normal scheduled work days.

D. The term "probationary employee" as used in this Agreement means any regular full-time or regular part-time employee who has not yet completed their probationary period as provided in the Seniority Article. Probationary employees shall be paid the normal classification starting rates set forth in Appendix A (including cost-of-living). Probationary employees shall also be paid the overtime and shift differential for which they would otherwise be eligible but shall be entitled to no other benefits under this Agreement. Probationary employees may be laid off or discharged as exclusively determined by the Employer, with or without cause, provided this provision shall not be used for the purpose of discrimination because of Union activity. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein.

E. The term "temporary employee" as used in this Agreement means an employee, including a seasonal employee who is hired for a limited period, which period shall not exceed the longer of

three (3) consecutive calendar months or, for a temporary employee working due to an employee on approved leave of absence, the duration of such leave but not to exceed twelve (12) consecutive calendar months. The temporary period may be extended in individual cases by mutual agreement between the Employer and the Union. Temporary employees may be laid off or discharged as exclusively determined by the Employer, with or without cause, provided this provision shall not be used for the purpose of discrimination because of Union activity. Temporary employees shall be paid the normal starting classification rates set forth in Appendix A (including cost-of-living) and in addition are entitled to overtime and shift differential for which they would otherwise be eligible. Temporary employees who are actually working during the period of job postings, pursuant to the Job Postings and Bidding Procedures Article, may apply in writing as therein provided for regular employees. For purposes of that Article only, and only with respect to other temporary employees, Employer Seniority for such temporary employees, provided they are still employed at the end of such posting period, shall be deemed equal to the period from their most recent date of active employment through the end of such posting period. Other than as provided in this Section, temporary employees shall be entitled to no rights under this Agreement. In the event such employees are continued beyond their temporary period, they shall be credited with full continuous service from the beginning of their original hire with the Employer and shall be entitled to all benefits under this Agreement for which they are otherwise eligible. Temporary employees shall not be used to circumvent the Job Postings and Bidding Procedures Article.

F. When new employees are hired, the Employer shall notify both the Union and the employee, in writing, whether the employee is a "temporary employee" or a "probationary employee".

ARTICLE 3

Aid To Other Unions

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization concerning the bargaining unit covered by this Agreement so long as the Union remains the certified collective bargaining agent for such bargaining unit.

ARTICLE 4

Union Security (Agency Shop)

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time

shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the amount of dues uniformly required of members of the Union for the duration of this Agreement.

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

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

D. For purposes of this Article, an employee shall be deemed to be a member of the Union, or to be paying the required Union Representation Fee, unless and until a duly authorized officer of the Council, or the Local Union, shall notify the Employer in writing, that the employee is neither a member of the Union nor is paying the required Union Representation Fee.

ARTICLE 5

Dues Check Off

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

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

of Union dues and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.

ARTICLE 6

Representation Fee Check Off

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Authorization Form Article), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. The amount of such representation fee will be determined as set forth in the Union Security Article of this contract.

C. The Employer agrees to provide this service without charge to the Union.

ARTICLE 7

Authorization Form

A.

To: _____
Employer

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

() An amount established by the Union as monthly dues,
or

() An amount equivalent to the amount of dues uniformly required of members of the Union, which is established as the Union Representation Fee.

The amount deducted shall be paid to the designated financial officer of Michigan Council #25 AFSCME, AFL-CIO.

By: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

B. It is recognized that the language on the pre-printed authorization form for deduction of Union dues, or the service fee, may be different from the language set forth above. The language of the Union's pre-printed form shall be construed to mean the same as the language contained in this collective bargaining agreement.

ARTICLE 8

Remittance of Dues and Fees

A. When Deductions Begin.

Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month following receipt of the written authorization by the Employer, and each month thereafter during the existence of such authorization.

B. Remittance of Dues to Financial Officer.

Deductions for each calendar month shall be remitted to such address and to such financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, as shall be designated in writing by the Council, with a list of the names of all employees from whom deductions have been made, no later than the fifth (5th) calendar day of the month following the month in which they were deducted.

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

ARTICLE 9

Union Representation

A. Stewards, Alternate Steward and Unit Chairpersons.

The employees covered by this Agreement will be represented by six (6) stewards and six (6) alternate stewards. The Union shall have exclusive right to assign said stewards and shall assign one (1) steward, and one (1) assistant steward, to each of the following department groupings and shifts:

1. Nursing (First Shift)
2. Laundry and Housekeeping
3. Kitchen and Maintenance
4. Second Shift
5. Third Shift
6. Chief Steward at large

B. The Employer will be notified, in writing, of the names of the officers, stewards and alternates. Alternates serve only

in the absence of regular stewards.

C. Subject to staffing and scheduling requirements, and with the prior approval of their immediate supervisor, or the administrator or designate, the unit chairperson and stewards, during their working hours, without loss of time or pay, may spend a reasonable amount of time, normally not to exceed one-half (1/2) hour, for the purpose of investigating and presenting grievances to the Employer.

D. No later than the first bargaining session between the parties (for negotiations for amendment of this Agreement at its expiration) the Union may designate, in writing, up to four (4) negotiating committee members who shall be deemed the Regular Negotiating Committee Members during the duration of such negotiations (provided the Union may designate, in writing, a permanent replacement for any such Committee Member permanently removed from the Committee). All bargaining by the parties shall commence at a mutually agreeable time. If the Union requests that such bargaining be held during such Regular Committee Members' normal working hours, such Regular Committee Members shall be permitted time off, without pay, for time actually spent in such negotiations with the Employer. If the Employer requests that such bargaining be held during such Regular Committee Members' normal working hours, such Regular Committee Members shall be permitted time off, with pay, for time actually spent in such negotiations with the Employer during such employees' regular working hours.

ARTICLE 10

Management Rights

A. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the right to manage and operate all of its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities or departments to be operated and their locations; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary functions of management, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

B. Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to

hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish and amend reasonable work rules; to establish penalties for violation of such rules; to make judgments as to ability and skills; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

C. The Union hereby agrees that the Employer retains the right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 11

Responsibilities

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sitdowns, slow downs, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Employer, and that they will not otherwise approve or support the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity, while such employees are on the Employer's time, except as specifically provided by this Agreement. The Council Staff Representative may enter discussions with an employee on the Employer's time provided it does not interfere with the Employer's operations.

ARTICLE 12

Special Conferences

A. Special Conferences for important matters will be arranged by the Union Executive Board and the Employer or its representatives upon request of either party. Such meetings shall be between Management and normally not more than two (2) employee representatives of the Union unless additional representatives are necessary to provide factual data necessary at the meeting. Arrangements for such special conferences shall be made in advance and the Employer shall be advised of the names of the two (2) representatives requesting to be present, together with the names and reasons for any additional representatives desired by the Union. An agenda of the matters to be taken up at the meeting shall be presented with the conference request. Matters taken up

in special conference shall be confined to those included in the agenda. Conferences shall be held at the hours mutually agreed to by the parties. Bargaining unit employees scheduled to work during such conference hours shall be permitted time off, without loss of pay, for time actually spent in such special conference during their regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

B. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference, at a location acceptable to the Employer, provided the meeting is not disruptive to patient care. If the special conference was at the request of the Employer, bargaining unit employees scheduled to work during such pre-conference meeting shall be permitted time off, without loss of pay (not to exceed one-half (1/2) hour pay) for time actually spent in such meeting during their regular working hours. If the special conference is not being held at the request of the Employer such pre-conference meeting shall be without pay.

ARTICLE 13

Grievance Procedure

A. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the means for peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without interruption in the normal operations of the Employer. Employees are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee (or the Union if there are no identifiable aggrieved employees to bring the grievance on their own behalf) as is reasonably possible without interruption of normal operations, but in any event the grievance, in order to become the basis for a claim, must be presented within fourteen (14) calendar days after the employee (or Union) knew or should have known if they exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.

(1) Step 1. Except as otherwise specifically provided, the grievance shall first be presented to the employee's Department Head. Step 1 grievances may be discussed with the Department Head during working hours by the aggrieved employee. The aggrieved employee may request a Step 1 meeting with the Department Head at which meeting the employee's steward may be in attendance. If

such additional meeting is requested, the Department Head, or designate, agrees to meet at a mutually satisfactory time and place within forty-eight (48) hours (excluding weekends and holidays) following the employee's initial discussion with the Department Head. If the complaint is not resolved in such discussion, or at this meeting, it may be presented in writing and appealed to Step 2 of the grievance procedure.

(2) Step 2. Grievances not adjusted by the Department Head shall be reduced to writing on forms provided by the Employer and shall be dated and signed by the employee involved, and by the Chief Steward, or designate. The written grievance shall, within the first seven (7) calendar days after presentation to Step 1 above, be presented by the employee and the Chief Steward, or designate, to the Administrator, or designate, for written signed disposition. The Chief Steward, or designate, shall countersign the grievance. The Administrator, or designate, shall provide written signed disposition within seven (7) calendar days after such written grievance is presented.

(3) Step 3. If no satisfactory settlement is obtained in Step 2, the written grievance shall, within the first seven (7) calendar days after answer at Step 2 above, be presented by the employee and the Chapter Chairperson, or designate, and the Council Staff Representative, to the Administrator, or designate, for forwarding to the Board of Institutions, or their designate. The Chapter Chairperson and the Council Staff Representative shall countersign the grievance. The Board, or their designate, shall meet with the employee, the Chapter Chairperson, or designate, and the Council Staff Representative concerning such grievance. The Employer's written signed disposition shall be given within seven (7) calendar days after the first regular Board meeting following receipt of the grievance. Such meeting shall include, and such disposition shall be made by, representatives (or designates) of the Board other than administrators deciding the grievance at Step 2.

(4) Step 4. (a) If the grievance remains unsettled, and the Union or Employer wish to carry it further, it shall, within thirty (30) calendar days after answer to Step 3, file a demand for arbitration in accordance with the American Arbitration Association Rules and Procedures.

(b) The arbitrator may be appointed by mutual agreement of the parties provided if the parties hereto are unable to agree upon such arbitrator then the matter shall be referred to the American Arbitration Association. Selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(c) 1. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of

this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement.

2. The arbitrator shall have no authority to consider or adjust any grievance not presented, within the time limits provided, and shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the specific express terms of this Agreement.

3. If it is determined by the arbitrator that an employee has been disciplined for just cause, other than discharge or suspension for more than three (3) working days, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer.

4. If the Union and the Employer mutually agree on the individuals to be laid off, recalled, transferred or assigned, or if the Union fails to name the individuals it feels should be laid off, recalled, transferred or assigned once the Employer has indicated the positions, the number of employees, and the individuals to be affected, the Employer will not be liable for any retroactive pay to the employee who should not have been laid off, should have been recalled, or should otherwise have been transferred or assigned, with respect to any period prior to the beginning of the workweek after agreement by the Employer that the improper employee was laid off, recalled, transferred or assigned, or the beginning of the workweek following receipt by the Employer of such a decision by the arbitrator. If the Union names individuals in accordance with the classifications and numbers required by the Employer, but the Employer elects to lay off, recall, transfer or assign employees other than those suggested, the arbitrator may award back pay to any such employees found to have been improperly laid off, recalled, transferred or assigned pursuant to the terms of this Agreement.

5. The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay awards shall provide offset for any other earnings (except earnings that the employee earned over and above their normal wages while employed by the Employer) by the employee during such period from any source, including unemployment.

6. The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

(d) The expenses for the arbitrator shall

be shared equally between the Employer and the Union.

B. Notwithstanding the procedure set forth above, any employee may process a grievance through the Grievance Procedure without Union representation. If resolution of the grievance with the employee, but without Union representation, involves contractual interpretation, rather than a factual determination, the Union will be provided with a copy of such grievance resolution. Such grievance may not be processed by the employee beyond Step 3 of the Grievance Procedure.

C. If the employee's Department Head informs the employee, in writing, at Step 1, that the decision on which the grievance is based was made by upper administration, the employee may file a grievance directly at Step 2. Grievances presented by the Union or the Employer shall similarly be submitted directly to Step 2 of the Grievance Procedure. Any grievances submitted as herein provided at Step 2, or as otherwise permitted by the labor agreement at steps other than Step 1, shall be submitted within the time limits provided for submission at Step 1, and shall be submitted in form otherwise required for written grievance.

D. Unless longer periods have been agreed upon in writing, any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's last demand, and any grievance not appealed by the employee or the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

E. Each grievance when reduced to writing shall contain a clear and concise typed (or otherwise legibly printed, in ink) statement of the subject matter of the grievance, including the specific facts upon which the employee relies, and the relief sought, and shall specify the numbers of the Articles and Sections of this Agreement under which the claimant believes they are entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the Employer without action.

ARTICLE 14

Discharge and Suspension

A. Disciplinary Procedures

The principle of progressive discipline will be followed by the Employer, whereby the degree of discipline is dependent upon the nature of the offense. For minor offenses, such procedure will include verbal warning, written warning and suspension prior to discharge. Other than for employees evidencing disregard for

the Employer's rules in general, minor offenses in totally separate and unrelated areas will progress through independent progressive disciplinary steps. Disciplinary action, other than suspension or discharge, will be taken within one (1) week after the Employer's awareness of (or the time the Employer should have been aware of) the events upon which such discipline is based, unless, during such period, the Employer notifies the employee and their steward that further investigation is necessary.

B. Notice of Discharge or Suspension

Upon discharge or suspension of employees, the Employer agrees to promptly notify the affected employees and their stewards. Such notice shall be in writing and (unless the employee requests confidentiality, in which case the employee shall process any grievance without Union representation, as provided in the Grievance Procedure Article) shall contain the specific reasons for the discharge or suspension. If the Employer discusses such notice with the employee the employee may request the presence of their steward as hereafter provided.

C. Discharged or suspended employees will be allowed to discuss their discharge or suspension with their steward and the Employer will make available an area where they may do so before they are required to leave the property of the Employer, except in cases where the welfare of patients, employees or other personnel, or the safety of the facility, is in jeopardy. If the employee so requests, the Employer, or its designated representative, will discuss the discharge or discipline with the employee and, if the employee also so requests, with the employee's steward. The employee will be informed of their right to have a steward present. Absent compelling reasons to the contrary, suspension will commence with the beginning of the employee's next working day following final decision, and written notification, by the Employer.

D. Appeal of Discharge or Suspension

Should the discharged or suspended employee and the steward consider the discharge or suspension to be improper, it shall be submitted to Step 2 of the Grievance Procedure within five (5) calendar days following written notification by the Employer of such disciplinary action.

E. Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 15

Seniority

A. New employees hired in the unit shall be considered as

probationary employees for the first sixty (60) shifts actually worked. Such period may be extended by mutual agreement of the Employer and the Union. When employees finish the probationary period they shall be entered on the seniority list of the unit and shall rank for seniority from their most recent date of hire. In the case of employees with equal seniority, seniority ranking shall be determined by flipping a coin in the presence of the affected employees and representatives of the Employer and the Union. There shall be no seniority among probationary employees.

B. Unit Wide Seniority shall be based on the employee's continuous service with the Employer. Part-time employees shall accrue seniority as follows: Upon hire, if a part-time employee indicates their availability and desire to become a full-time employee then, at such time as such part-time becomes a full-time employee, their seniority shall be based upon their continuous service. If such employee does not so indicate their desire to become a full-time employee, their seniority shall be based upon a proration determined by dividing the number of hours actually worked by the number of hours they would have worked had they been a full-time employee. If such an employee subsequently indicates their availability and desire to become a full-time employee then, at such time as such part-time employee becomes a full-time employee, their continuous service shall be based on the period from such written notification, plus such prorated seniority prior to that date. Until such time as a part-time employee may actually become a full-time employee, part-time employees shall have no seniority with respect to full-time employees. Between part-time employees, whether or not they have indicated their desire to become full-time employees, seniority shall be based on continuous service, without proration.

C. Upon written request by the Union indicating the time and place contemplated for such meeting, the Employer will permit, on the first day of employment for new employees, following the end of the new employee's shift, a thirty (30) minute interview period between the Chapter Chairperson or designee (provided such Union representative is not scheduled or otherwise required to work during such period) and the new employee for the purpose of welcoming the new employee, furnishing them with a copy of the labor agreement and the authorization form for dues deduction, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 16

Seniority List

A. Seniority lists will show the names and job titles of all employees in the bargaining unit entitled to seniority, and will indicate the employee's Unit Wide Seniority.

B. Copies of seniority lists for all bargaining unit

employees will be posted. Revisions of the seniority lists will be made and posted at least annually on or about March 15. In the event of layoff, a revised seniority list will be posted by the time of the meeting with Union representatives provided for in the Layoff and Recall Article. A copy of the seniority lists, and subsequent revisions, will be provided to the Union. Within fourteen (14) calendar days of such posting, each employee shall either sign the seniority lists next to their name, in the place provided, or shall file a written, signed objection to the revision with the Administration. (For employees on leave or otherwise not present at the facility at some time during such fourteen (14) days, such employee shall either sign the seniority list, or file a written signed objection, within seven (7) calendar days following receipt by them of a copy of such list, or following their return to work at the facility.) The Union may also object to such revisions, in writing, within fourteen (14) calendar days of such posting. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the Employer may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of future revisions of such lists. Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the Grievance Procedure.

ARTICLE 17

Loss of Seniority

Employees shall lose their seniority and their employment may be terminated in any of the following events:

- (1) If they retire.
- (2) If they quit.
- (3) If they are discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (4) If they are absent for three (3) consecutive days without notifying the Employer, provided nothing herein shall be construed as prohibiting the Employer from appropriately disciplining employees who are absent without notification as otherwise required by this Agreement.
- (5) If they are laid off for more than twelve (12) consecutive months.
- (6) If they fail to indicate their desire, by certified mail, to be continued on the records of the Employer as available for recall to work within seven (7) calendar days after receipt

by the employee of written notice from the Employer, by certified mail, addressed to the employee's last address on record with the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason.

(7) If they do not return to work when scheduled upon recall from layoff as set forth in the recall procedure.

(8) If they do not return as scheduled from sick leave or other leave of absence, including any extensions thereof which may have been granted by the Employer.

(9) If they are off for more than eighteen (18) consecutive months on worker's compensation, or if they fail to return to work at the end of any period for which worker's wage compensation is payable or after they have been medically certified that they are qualified to return to work.

(10) Notwithstanding the above, exceptions may be made, in the Employer's discretion, in appropriate circumstances.

ARTICLE 18

Employees' Responsibilities

A. Employees are responsible for providing service to the facility and the community and for assisting in the development and implementation of quality care for the patients in the facility.

B. Employees are expected upon assignment of the administration to participate in these extra facility activities, and will be compensated for any extra time spent in attendance:

1. Attendance at staff meetings.
2. Attendance at in-service training sessions.
3. Fire emergency instructions.

C. Employees will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Administrator, Department Head or designate.

D. Employees will not leave their work areas during working hours without the consent of their Department Supervisor or designated representative. Such consent will not be unreasonably withheld during authorized breaks.

E. Unexcused absenteeism or tardiness on the part of an employee shall constitute just grounds for discipline. Any

employee who reports for work more than two (2) hours late will be permitted to work only with the permission of the Administrator, Department Head or designate.

F. It is the individual employee's responsibility to notify their appropriate Department Head (or in the absence of the Department Head the Nursing Supervisor on duty at the facility) as soon as the need becomes apparent. Whenever possible, the employee shall notify the appropriate Department Head (or Nursing Supervisor) by the night prior to an absence. In any event the employee shall notify the appropriate Department Head (or Nursing Supervisor) at least one (1) hour before the start of the employee's shift except in case of emergency rendering the employee unable to provide such notice, and in such event as soon as reasonably possible. When continued or extended illness occurs, it is the responsibility of the employee to provide the Personnel Director with information about the length of illness and the possible date of return.

ARTICLE 19

Shift Preferences

Once each year, between January 1 and January 15, employees covered by this Agreement shall be allowed to indicate their shift preference within their classifications. Shift transfers within such classifications will be made by February 1 of such year on the basis of Unit Wide Seniority, provided they have sufficient qualifications, skill and physical ability to perform all work required. Permanent vacancies in positions, however, shall be posted as provided in the Job Postings and Bidding Procedures Article.

ARTICLE 20

Seniority of Officers and Stewards

The Local President, Chapter Chairperson, Local Vice President, Local Secretary, Local Treasurer, the Chief Steward and all other stewards in that order, shall head the seniority list of the unit during their term of office, for the purpose of layoff only.

ARTICLE 21

Layoff and Recall

A. The word "layoff" means a reduction in the work force due to a decrease of work, lack of funds or other legitimate reasons. The Employer may not, to avoid layoff, implement a reduced workweek (a regular schedule of less than eighty (80) hours per two week pay period) for regular full-time members of

the bargaining unit, without Union consent.

B. (1) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least twenty-one (21) calendar days prior to the effective date of layoff, except in the case of emergency, in which case they shall meet as far in advance as may be reasonable in the circumstances, but in no event to delay the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, reasons for layoff, their names, seniority, job titles and work locations. Said notification and meeting shall be prior to notifying the employees involved.

(2) (a) When a layoff takes place the following procedure will be followed, using Unit Wide Seniority, so long as the remaining employees have the necessary qualifications, skill and physical ability to perform all work required: Probationary employees within the classification will be laid off first. Seniority will thereafter determine the order in which employees will be laid off within the classification affected. An employee who would otherwise be laid off from their classification may, within three (3) calendar days of notification of layoff (as provided below) exercise their seniority by taking the job of the least senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications, etc. The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, and such bumped employee shall also have the right to elect to bump as above provided.

(b) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Employer.

(3) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff except in the case of emergency, in which event such advance notice as may be reasonable in the circumstances shall be given, but in no event to delay the effective date of layoff.

C. (1) (a) When a recall takes place the following procedure will be followed, using Unit Wide Seniority, so long as the employees have the necessary qualifications, skill and physical ability to perform all work required: Employees will be recalled into the classification from which laid off, seniority determining the order of recall. If there are laid off employees with greater seniority than those being recalled notice of the intended recall shall also be sent to such employees. Such employees who would not otherwise be recalled may, within three (3) calendar days after receipt (provided receipt is not later than return by the Postal Service as provided below) notify the Employer (confirmed in writing) that they elect recall in another classification than that from which they were laid off and will report for work on the date specified, such recall being to the position of the

least senior employee who would otherwise be recalled who is working in a classification for which they have the necessary qualifications, etc. The Employer will thereupon attempt to notify the employee who would otherwise have been recalled as quickly as reasonably possible that a more senior employee has elected to be recalled into their position, but in any event it shall be as if notification of recall for such other employee had never been made, and such recall shall be deemed void from the very beginning.

(b) If, prior to the time all employees have been recalled, an employee is working in a classification other than their normal classification prior to layoff (the classification held by them prior to layoff and prior to any bumping during layoff or elective recall during recall) and if a permanent opening or vacancy occurs in such normal classification, due to additional recall, or due to situations which would otherwise be covered by the Job Postings and Bidding Procedures Article, such employee will be returned directly to their former classification, based on seniority, so long as they have the necessary qualifications, etc., anything else herein (or in the Job Postings and Bidding Procedures Article) to the contrary notwithstanding.

(c) Employees shall receive the wages for the classification into which they elect recall based on their years of continuous service with the Employer.

(2) Notice of recall shall be sent to the employee, addressed to their last address on record with the Employer, by certified mail. If the employee fails to notify the Employer (confirmed in writing) that they will report for work on the date specified, within five (5) calendar days after receipt by the employee of written notice from the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason, the employee shall be considered a quit, and all seniority shall be terminated. In proper cases, exceptions may be made, for example, to permit an employee employed elsewhere to give reasonable notice to such other employer. During such period, the Employer may fill such vacancy as it sees fit until such time as the employee is available.

D. Grievances concerning this Layoff and Recall Article shall be submitted, in writing, directly to Step 2 of the Grievance Procedure within five (5) calendar days following notification by the Employer of its intention to take specific action.

ARTICLE 22

Transfers

A. Transfer of Employees

If employees transfer to positions under the Employer not

included in the bargaining unit and thereafter, within the first twenty (20) days actually worked, transfer back to positions within the bargaining unit, they shall have accumulated seniority while working in the positions to which they transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

B. If and when operations expand, or divisions or fractions thereof are relocated and transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and qualifications.

ARTICLE 23

Job Postings and Bidding Procedures

A. All permanent vacancies (vacancies in positions which the Employer determines to fill or vacancies due to creation of new permanent positions) in any job classification within the bargaining unit shall be posted on the Union bulletin board, within seven (7) calendar days of the date the vacancy occurs, for a period of five (5) working days, in such manner as may be appropriate, setting forth the minimum requirements for the position. Interested employees shall apply in writing, at the Personnel Office, within such five (5) working day posting period. Vacancies shall be filled based on Unit Wide Seniority, qualifications, skill and physical ability to perform the work, and if qualifications, skill and physical ability to perform the work are relatively equal, and are sufficient to meet the minimum requirements for the position, seniority shall govern. An employee may transfer from one job classification to another with an equal or lower wage rate with the approval of the Employer. If no applications are received by the Employer from employees within the bargaining unit who meet the above requirements for the vacancy, the Employer may fill such vacancy from a source outside the facility.

B. 1. Where testing is required, the Employer assures the Union that continuing efforts will be made to acquire or otherwise provide the best objective tests and/or examinations available so that tests/examinations directly relate to the skills, abilities and qualifications required for the position. Both practical and written tests may be used. If only a practical exam, or only a written exam, is used, the "weighting" shall be 200 for the single exam, rather than 100. For the purpose of calculating seniority, each employee will be credited with 6 points for each full year of seniority, not to exceed a maximum of 36 points. Where both tests are utilized, "weighting" of the selection

factors shall be as follows:

Practical exam	100 points
Written exam	100 points
Seniority	36 points

2. The Union may appoint a Testing Review Committee which may meet with the Employer, at mutually agreeable times, to discuss testing to be utilized by the Employer. The Union Testing Review Committee may include no more than two (2) bargaining unit employees, at least one (1) of whom is currently working in the specific classification to be discussed. Any employee on such Committee must either be currently working in the classification to be discussed, or must agree they will not post, or otherwise apply for, such classification within the following two (2) months, and must specifically waive, in writing, any right they might otherwise have thereto. The intent is to develop tests/examinations reasonably related to the skills, abilities and qualifications required to perform all of the functions of the specific classifications at the facility. The Union Testing Review Committee will be permitted to discuss the specific areas of testing, including general questions and answers to be used, but shall not be entitled to remove copies of any such questions or answers from such meeting, and will not be permitted to review the specific examinations to be used for testing. The Committee may discuss the field of questions to be used by the facility, but the facility may draw any questions from such field for preparation of individual tests/examinations to be utilized in specific cases.

3. Vacancies for positions for which the facility does not require testing/examination will be filled based on seniority so long as employees have the minimum necessary qualifications, skill and physical ability to perform the work. For the classifications of Orderly and Nurses Aide the positions will be filled based on such minimum qualifications, skill and ability but testing may be required following the orientation period (currently approximately two (2) weeks). It is contemplated at this time that the following classifications will require testing/examination:

Nursing

Chief Orderly
Chief Nurses Aide
Medical Supply Clerk
Physical Therapist Aide
Apprentice Physical
Therapist Aide

Maintenance

Foreman
General Maintenance

Housekeeping

Foreman

Dietary

Tray Room Foreman
Cook

Patient Activities

Aide or Assistant

"Foreman" positions, requiring some "supervisory" responsibilities, may involve testing, but the Employer may fill such positions

based on its determination of relative qualifications, skills and abilities without utilizing the "weighting" provided by subparagraph 1 above. Any employee posting for such foreman positions, who is not awarded the position, shall be given, in writing, upon written request, the reasons for which they are denied the position.

C. At the end of the posting period the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and who was awarded the job. The job will normally be awarded or denied within seven (7) calendar days after the five (5) working day posting period has expired. If the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and their steward.

D. Following award of the job the employee and their supervisor will have discussions, at least weekly, concerning the employee's performance. If, at any time during the first twenty (20) days actually worked on the new job, the employee notifies the Employer that they are unable to perform the work, and the reasons therefor, or the Employer notifies the employee that it does not feel the employee is satisfactory in the new position, and the reasons therefor, the employee shall be returned to their former classification. Such twenty (20) day period may be extended by mutual written agreement of the Employer and the Union. If the employee returns (or is returned) to their former classification, the Employer may fill the vacancy as provided above, without re-posting the opening, from the applicants for the original posting. Any permanent vacancy created in the employee's former classification may be filled by posting, or may be filled for the duration of such twenty (20) day (or extended) period by temporary assignment of another employee without posting or by hiring of a temporary employee.

E. Employees will receive the rate of the job they are performing.

F. Grievances concerning this Job Postings and Bidding Procedures Article shall be submitted, in writing, directly to Step 2 of the Grievance Procedure within five (5) calendar days following notification by the Employer of its intention to take specific action.

ARTICLE 24

Leaves of Absence

A. Leaves of absence for periods not to exceed eighteen (18) months (extendable in the discretion of the Employer) may be

granted by the Employer, in writing, without loss of seniority for:

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

2. Educational leave.

3. Other leaves for reasons deemed appropriate by the Employer.

B. Leaves of absence for periods not to exceed eighteen (18) months (extendable in the discretion of the Employer) shall be granted by the Employer, in writing, without loss of seniority for:

1. Illness Leave - Illness leave (physical or mental), verified by certificate from a duly licensed physician, including maternity leave during periods of actual disability.

2. Family Leave - Prolonged illness in immediate family requiring presence of employee. Such illness shall be verified by certificate from a duly licensed physician.

3. Maternity Leave - Leave requested by the employee due to physical condition, not involving actual disability, during or immediately following pregnancy, including infant care requiring presence of the employee immediately following delivery, such leave to be granted for a period of up to twelve (12) consecutive calendar months, inclusive of any period of actual disability, provided there are qualified employees able to replace them during such leave.

C. Employees shall not accrue seniority (except for Illness Leave, up to one (1) year accrual) and shall not be entitled to fringe benefits, except as otherwise specifically provided, while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority would entitle them pursuant to the provisions of the Layoff and Recall Article.

D. Members of the Union (no more than one (1) in the same department on the same shift, and not more than four (4) in total) selected to attend a function of the Union shall be allowed time off without pay to attend, provided at least two weeks advance notice has been given to the Employer. Such time off will be allowed on less than two (2) weeks' notice provided there are qualified employees able to replace them (where the Employer

deems replacement necessary during such time off) without additional cost to the Employer.

Article 25

Union Bulletin Boards and Meetings

A. The Employer will provide a bulletin board near the time clock which may be used by the Union for posting notices pertaining to Union business, and by the Employer for posting job openings. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this Board without prior approval by the Employer, but no other notices shall be posted thereon without the prior approval of the Employer. Such approval will not be unreasonably denied.

B. The Employer agrees to allow the Union to hold its meetings monthly in the meeting room, or another appropriate room, provided such rooms are available, on the third Thursday of each month between the hours of 2:00 p.m. and 3:00 p.m., and between the hours of 3:00 p.m. and 4:00 p.m. Employees not scheduled or otherwise required to work during such periods may attend either meeting.

C. Upon prior written approval of the Employer an Executive Board member of the Union will be permitted to hold a meeting in the room below the day room, or another appropriate room, provided such rooms are available. Request for such meetings should be at least two (2) working days in advance, in writing, and shall specify the time, place, persons expected to attend and the general purpose for such meeting. Approval or denial will be in writing, such approval not to be unreasonably denied.

Article 26

Rates For New Jobs

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification and hourly rate prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to negotiation and if agreement is not reached, the Employer may institute such proposed classification and rate but the disagreement may be submitted directly to Step 3 of the Grievance Procedure.

Article 27

Temporary Assignments

A. Temporary assignments for the purpose of filling vacancies

of employees who are on approved extended leave may be granted to employees based upon the same factors utilized in the Job Postings and Bidding Procedures Article. For the purpose of this Article approved extended leave shall be deemed to include leaves in excess of sixty (60) calendar days, including sick leaves expected by the Employer to extend beyond such sixty (60) days. Assigned employees (whether assigned as herein provided for extended leaves, or if otherwise assigned for shorter leaves) will receive the rate of pay of the position to which assigned for all hours actually worked while filling such vacancy if such assignment was due to the posting or request of the employee, and will receive the higher of the rate of pay of such position to which assigned or the employee's prior rate if such assignment is at the request or direction of the Employer.

B. Employees assigned during the shift to an occupation having a lower rate of pay shall be paid for all hours worked in that shift at their normal classification rate; employees assigned during the shift to an occupation having a higher rate of pay shall receive such rate of pay for all hours worked at such occupation so long as they have worked at least one (1) consecutive hour.

Article 28

Jury and Witness Duty

Regular full-time employees who serve on jury duty (including employees who report for jury duty when summoned, whether or not used), or who are subpoenaed to appear in Court on behalf of the facility, will be paid the difference between the payment they receive for such service and the pay they would otherwise have received from the Employer for the hours they would have worked had they not been performing such service, based upon their current base rate of pay, exclusive of shift, overtime or other premiums, and their scheduled workday. Payment herein is conditioned upon prompt return to work for the remainder of the scheduled shift for any employee released with at least four (4) hours of work time remaining on their shift. Employees may be required to present proof that they did serve or report as jurors or witnesses, their time of release, and the amount of pay received therefor. Upon presentation of such proof, the Employer may pay the employee such difference in their next regular payroll. In the alternative, the Employer may pay the employee their full pay, with the employee assigning any amounts received to the Employer. If the employee has been paid their full pay, and does not assign their check to the Employer, the Employer may deduct the amount which was to have been assigned (or the entire amount paid absent proof of the

amount received for such duty) by payroll deduction.

Article 29

Safety and Health

A. The Employer and Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.

B. The Union may designate a Safety Committee of not more than three (3) employees which will meet with the representatives of the Employer at such times as may be mutually agreed upon, during regular daytime working hours, for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. It is expected Safety Committee meetings will normally be quarterly. At least seven (7) calendar days prior to any committee meeting, items to be discussed will be forwarded to the Employer to be included on the agenda. Such items concerning safety forwarded to the Employer will be included on the agenda. Matters not included on the agenda need not be discussed without mutual agreement of the parties.

C. The Union will co-operate with the Employer in encouraging employees to observe the safety regulations which shall be prescribed by the Employer and to work in a safe manner.

Article 30

Equalization of Overtime

A. The Employer will attempt to distribute overtime among qualified regular full time employees working in the same classification in the following manner (this Article does not apply to work performed by employees other than full-time employees, and, other than for preparation of the overtime list, does not apply to overtime due to emergencies):

(1) When scheduled or unscheduled overtime is a continuation of work performed during the prior shift (as opposed to an employee required to work the entire following shift due to absence of the employee scheduled to work such shift), or is a continuation of specific tasks where change of employees performing the work would affect efficiency, the overtime will first be offered to the employee or employees who have regularly been performing the work on the job on which the overtime occurs, and if there are fewer such overtime jobs available than the number of such employees, to such employees having the least overtime. When other scheduled overtime is necessary the overtime will first be offered to the employees in the classification with the least overtime. When other unscheduled overtime is necessary an attempt will be made,

whenever reasonably possible, to offer such overtime to the employees in the classification who normally work such shift, but are not scheduled to work that day, who have the least overtime, provided nothing herein shall be construed as prohibiting the Employer from having an employee on the prior shift perform such overtime if such other employees are not immediately available or if use of such other employees would result in additional cost to the Employer.

(2) A list of employees interested in voluntary overtime will be maintained, and posted at least every other pay period, showing to whom overtime has been offered, whether scheduled or unscheduled overtime, and showing whether they have accepted or refused such overtime. An employee offered overtime, whether scheduled or unscheduled, and whether accepting or refusing such overtime, shall be deemed to have worked such overtime for purposes of overtime distribution. If the Employer telephones an employee to offer them overtime and receives no immediate answer for any reason, telephone unanswered, telephone busy, employee unavailable, etc., such employee shall be deemed to have refused such overtime for purposes of the overtime list. Annually, at the end of the calendar year, the voluntary overtime list shall be revised to start all employees again at "zero" overtime.

(3) Employees wishing to be placed on the voluntary overtime list shall make written request. Employees who decline four (4) consecutive offers of overtime will not again be offered an opportunity to work overtime until they have submitted written notice to the Employer that they are again interested in working optional overtime. Employees (including new employees) requesting, in writing, to be added to the voluntary overtime list shall be considered, as of the date they are added to the list, to have overtime equal to the highest amount of overtime reflected for any employee in their classification.

B. If an employee believes the Employer is not making reasonable efforts to distribute overtime equally, in accordance with this Article, a grievance may be filed. In such case, an arbitrator shall have authority only to require that employees be given the opportunity to work such overtime as may be necessary to accomplish the equalization determined by the arbitrator.

C. It is recognized overtime will not be equal among employees at any given moment, but that an attempt will be made to reasonably equalize overtime, as above provided, over a period of time. As a policy, the Employer will not require employees to work overtime if there are other qualified employees in the job classification willing and qualified to perform the overtime work. The Employer retains the right, however, to require employees to work overtime, but will normally require the work to be performed by the least senior qualified employee in the classification who is readily available to perform the work.

D. Nothing herein shall be construed to prohibit the Employer

from utilizing its "on call" list of part-time employees to avoid overtime or to require the Employer to assign overtime work to an employee where, in the Employer's discretion, such assignment would be unreasonable due, for example, to the qualifications and ability of employees, working efficiency, etc., taking into account such matters as the employee's normal schedule of work and the amount of overtime they have been working.

Article 31

Worker's Compensation

Each employee will be covered by applicable worker's compensation laws and the Employer further agrees that employees being eligible for worker's compensation may receive, in addition to their worker's compensation, a proportionate amount to be paid from their sick leave sufficient to make up the difference between worker's compensation and their regular weekly income, based upon the employee's normal scheduled workday, not to exceed eight (8) hours, and their base rate of pay, exclusive of shift, overtime or other premiums, subject to the limitations of the Sick Leave Article. The employee may elect payment of such difference, deducted from sick leave, by written request to the Employer.

Article 32

Working Hours

A. This Article is intended to define the normal shifts and normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

B. Employees who work on the second shift shall receive in addition to their regular pay for the pay period ten cents (10¢) per hour shift premium.

C. Employees who work on the third shift shall receive in addition to their regular pay for the pay period twenty cents (20¢) per hour shift premium.

D. Shift hours:

First Shift: Includes all shifts regularly scheduled to commence between 4:00 a.m. and 11:59 a.m.

Second Shift: Includes all shifts regularly scheduled to commence between 12:00 p.m. and 7:59 p.m.

Third Shift: Includes all shifts regularly scheduled to commence between 8:00 p.m. and 3:59 a.m.

E. Unless necessary for efficient operation of the facility and proper care of its patients, shift hours for regular full-time employees will not be changed without agreement between the Employer and the Union.

F. Whenever reasonably possible, shift schedules shall be designed to allow employees every third weekend off. Schedules will be posted one (1) week in advance but may be revised in case of emergency.

G. While rotating work shifts will not normally be required by the Employer, absent agreement with the Union, it is understood there may be occasions (due, for example, to difficulty in filling vacancies in certain Departments), when efficiency of the operation of the facility and patient care will necessitate such rotating shifts. In such cases the Employer may implement such rotating shifts but the Employer will make a continued good faith effort to remedy the problem causing such situation (for example by filling vacancies to minimize the use of rotating shifts through posting, classified ads, inquiries to the Michigan Employment Security Commission, etc.).

H. The normal hours of work for regular full-time employees will be eight (8) hours per day and eighty (80) hours per two-week pay period. For the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the standard workday will be considered as starting at 7:00 a.m. and continuous for twenty-four (24) hours thereafter, and the standard two-week pay period will be considered as starting at 7:00 a.m. on Saturday and continuous for fourteen (14) calendar days thereafter.

I. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, work requirements, temporary shortage of personnel, lack of funds, weather and emergencies.

J. Employees scheduled to work at least eight (8) hours per day shall be allowed thirty (30) minutes off for lunch, included in their eight (8) hour day.

K. Employees may take a fifteen (15) minute coffee break during each half shift (four (4) hours actually worked).

L. If an employee is off duty, and is called out to work overtime, they shall, upon reporting for work as required, be guaranteed at least two (2) hours pay at the rate of time and one-half. This provision shall not apply to hours contiguous

with other working hours, such as employees retained beyond the end of their normal shift, or employees reporting for work prior to, and contiguous with, their regular shift.

M. Employees called at the beginning of an unscheduled shift to report for the entire shift shall be paid for the entire shift provided they report and work as required within one (1) hour after being notified.

Article 33

Sick Leave

A. Regular full-time and regular part-time employees covered by this Agreement shall accumulate one (1) eight-hour sick leave day for each one hundred seventy-three (173) hours actually worked (including unworked paid holidays, paid vacations and paid leaves), not to exceed twelve (12) days per calendar year, except for bonus days, with a maximum accumulation of one hundred twenty (120) days.

B. The purpose of paid sick leave is to relieve employees from financial loss caused by illness and is not to be construed as additional vacation. For this reason, sick leave is to be taken only in the event the employee's illness or injury renders them unable to come to work. Sick leave pay is based on the employee's normal base rate at the time of illness, exclusive of shift, overtime, or other premiums.

C. 1. Employees who would otherwise have accumulated sick leave in excess of the maximum accumulation of one hundred twenty (120) days, as of the end of the calendar year, shall be paid one hundred per cent (100%) of their excess accumulated sick leave days, in excess of one hundred twenty (120) days. Pay for such sick days in excess of one hundred twenty (120) days will be in the form of wages and will be provided in their first regular pay period following the end of such calendar year, such pay not to exceed twelve (12) days wages. Employees who sever their employment (other than discharge for cause) prior to the end of the calendar year, who have accumulated sick leave in excess of the maximum accumulation of one hundred twenty (120) days, shall be paid one hundred per cent (100%) of their excess accumulated sick leave days, in excess of one hundred twenty (120) days, such pay not to exceed twelve (12) days' wages.

2. Upon retirement, disability or death of employees, the Employer agrees to pay the employee, or their beneficiary, an amount equal to fifty per cent (50%) of their total unused accumulated sick leave at the time of such severance, such pay not to exceed sixty (60) days' wages.

D. An employee receiving holiday pay for an unworked holiday

shall not be entitled to sick leave pay for such holiday.

E. The Employer may at any time notify the employee and the Union, in writing, that it suspects possible abuse of sick leave by an employee and may thereafter require a physician's certificate or other competent evidence certifying to such employee's inability to work due to illness. Whenever the Union suspects that management was unreasonable and capricious in making such determination a special conference will be held (at which the staff representative must be present) and if the matter is not resolved at such meeting it may be submitted directly to Step 2 of the Grievance Procedure. An employee will be required to furnish a physician's certificate whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide required medical certification shall not be entitled to paid sick leave and such days may constitute unexcused absence.

F. Except in case of emergency rendering the employee unable to provide such notice, an employee who fails to give the Employer at least one (1) hour's notice of their intended absence because of illness shall have one (1) hour's sick pay deducted for each hour they fail to call subsequent to one (1) hour advance notice, not to exceed three (3) hours. An employee failing to provide such notice within three (3) hours shall be entitled to no paid sick leave for that day and such day may constitute an unexcused absence.

G. A regular full-time employee who works the full calendar year without utilizing any sick leave (other than for personal leave as hereafter provided) shall be granted an additional two (2) days accrued sick leave, subject to the maximum accumulation provided above, at the end of such calendar year. In the employee's year of hire, if such regular full-time employee works the entire period from date of hire to the end of the calendar year without utilizing any sick leave, such additional sick leave shall be granted on a prorated basis, such prorated bonus days determined by dividing the number of hours actually worked, plus unworked paid holidays, paid vacation and paid leave between their date of hire and the end of the calendar year by 2080 hours and multiplying by the two (2) bonus days of sick leave.

Article 34

Personal Leave

A. So long as an employee has sufficient accumulated sick leave, regular full-time and regular part-time employees will be granted up to three (3) days of paid personal leave per calendar year. During the employee's year of hire such days will be granted on a prorated basis, such employees entitled to one (1) personal leave day for each full four (4) calendar months completed

prior to the end of the calendar year. Employees, while on personal leave, will be paid their current base rate, exclusive of shift, overtime, or other premiums, based on their regular scheduled workday. Such days will be deducted from the employee's accumulated sick leave. Personal leave days must be taken as full days, and may not normally be taken immediately prior to, on, or following vacations or holidays, but will otherwise be permitted at times desired by employees so long as scheduling permits.

B. An employee desiring to take personal leave must present their request in writing to the Administrator, or the Administrator's designate, not less three (3) days prior to the requested leave. The Employer must normally respond within forty-eight (48) hours. The three-day advance notice requirement may be waived by the Employer in the event of emergency.

C. Regular full-time employees working a full calendar year, who do not use any personal leave days during such calendar year, shall, subject to the maximum accumulation provided in the Sick Leave Article, be granted an additional one (1) day of accrued sick leave at the end of such calendar year.

Article 35

Funeral Leave

A. (1) When death occurs in an employee's immediate family the employee, upon written request on forms provided by the Employer, will be excused for necessary absence from work for up to three (3) consecutive calendar days, one (1) of which must be the day of the funeral, provided the employee attends the funeral. Up to two (2) additional calendar days, for a combined total of up to five (5) consecutive calendar days, may be permitted where the employee has established necessity for such additional time off due to extended travel requirements, or due to the employee having primary direct responsibility for making funeral arrangements requiring such time. Employees will be paid for their scheduled shifts not worked during such absence as hereinafter provided.

(2) Immediate family as used herein is defined as follows: mother, father, step-parents, brother, sister, wife or husband (including "common law" spouse), son, daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or member of the employee's immediate household for whom the employee has responsibility.

B. Upon written request an employee will be excused, without pay, for necessary absence from work (not to exceed one (1) shift) to attend the funeral of their aunt, uncle, niece or

nephew. Employees with sufficient accumulated sick leave may, upon written request, elect payment for their scheduled shift to the extent not worked during such absence, to be deducted from sick leave.

C. Employees selected to be pallbearers for deceased employees will, upon request, be excused for necessary absence from work for up to one (1) scheduled shift, without loss of pay, for the purpose of acting as such pallbearer.

D. The Chapter Chairperson, or their representative, upon written request, will be excused for necessary absence from work for up to one (1) scheduled shift, without loss of pay, for the exclusive purpose of attending the funeral of an employee who is a member of the bargaining unit.

E. Funeral pay for regular full-time and regular part-time employees shall be based upon the employee's normal scheduled workdays, not to exceed eight (8) hours, and their base rate of pay, exclusive of shift, overtime or other premiums. In no event will funeral leave be paid when it duplicates pay received for time not worked for any other reason. Documentation may be required by the Employer, for example, to establish time and location of the funeral.

Article 36

Overtime Pay

A. Time and one-half the employee's regular base rate exclusive of shift or other premiums shall be paid as follows:

(1) For all hours actually worked in excess of eight (8) hours in one (1) standard workday.

(2) For all hours actually worked in excess of eighty (80) hours in one (1) standard two-week pay period.

(3) For all hours actually worked on holidays that are defined in this Agreement, in addition to any holiday pay for which the employee would otherwise be eligible.

B. Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one (1) provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

C. Employees will normally be permitted to exchange days off with the written consent of the Employer (such exchange normally

to be permitted only between employees working on the same shift) so long as the employees have the necessary qualifications, skill and ability to perform all work required and so long as employee efficiency would not be adversely affected taking into account such matters as the employees' normal scheduled shifts, the amount of overtime, etc. Such exchange is for such employees' mutual convenience only and shall not be reflected in the payroll records.

Article 37

Holiday

A. The paid holidays are designated as: New Year's Day (January 1), Washington's Birthday (third Monday in February), Good Friday (Friday before Easter Sunday), Memorial Day (May 30), Fourth of July (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veterans' Day (November 11), Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) and the employee's birthday. If an employee's birthday falls on their day off, their birthday shall be deemed to fall on their regular scheduled work day immediately following their birthday.

B. An employee's shift will be deemed to be on the designated holiday if the majority of the hours in such shift fall on such holiday.

C. Eligible regular full-time employees will be paid their current base rate of pay, exclusive of shift, overtime or other premiums, based on their regular scheduled workday for the holiday, not to exceed eight (8) hours. Eligible regular part-time employees will receive prorated holiday pay, not to exceed eight (8) hours per day, such proration being determined on a calendar quarter basis (or if the employee was hired after commencement of such prior calendar quarter then the consecutive thirteen (13) week period, or less, immediately prior to the holiday), proration for each calendar quarter being determined by dividing the number of hours actually worked during such quarter by the number of hours the employee would have worked during the quarter as a full-time employee, such proration being used for any holidays falling during the following calendar quarter.

D. To be eligible for holiday pay, employees must have completed their probationary period, and must have earnings during the pay period for hours actually worked (or be on paid vacation), must be scheduled for and actually work their regular shifts prior to and immediately following the holiday, and must work the holiday if scheduled, unless they have failed so to work their shifts before, after or on the holiday because of vacation,

paid sick leave or unpaid authorized illness leave.

E. An employee eligible for both holiday pay and paid sick leave on a holiday shall be paid their holiday pay, but not the sick leave pay, for such day.

Article 38

Vacation Eligibility

A. Employees will earn credits toward vacation with pay in accordance with the following schedule. The indicated number of weeks of vacation will be deemed earned as of the end of the calendar year so long as the employee has completed the indicated number of years of continuous service prior to the end of such calendar year.

Number of Years Continous Service Completed Prior to End of Calendar Year	Number of Calendar Weeks Vacation to Which Entitled As of End of Calendar Year
--	--

At least one (1) year but less than five (5) years	2
---	---

At least five (5) years but less than ten (10) years	3
---	---

At least ten (10) years but less than fifteen (15) years	4
---	---

At least fifteen (15) years but less than twenty (20) years	5
--	---

Twenty (20) or more years	6
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B. Vacations are to be earned and taken in accordance with the calendar year except for the first year of employment as hereafter provided. An employee shall not be entitled to vacation until they have completed at least one (1) full year of employment. They shall then be entitled to prorated vacation that calendar year based on the Vacation Prorating Appendix (such proration being based on hours actually worked, plus unworked paid holidays, paid vacation and paid leave, during the prior calendar year). Thereafter they shall be entitled to vacation as of the beginning of each calendar year based on the hours actually worked, plus unworked paid holidays, paid vacation and paid leave, during the prior calendar year. After the first year, an employee shall be

deemed to have accrued the indicated vacation as of the end of each calendar year of employment. Such vacation must be used during the following calendar year, and may not be carried over from one (1) calendar year to another, except as follows. So long as the vacation was scheduled as provided in the Vacation Period Article, if, following management's written request, such vacation is not taken during such calendar year, and if such vacation cannot be re-scheduled prior to the end of such calendar year, at the employees' option they may receive pay in lieu of such vacation or such vacation may be carried over to the following calendar year so long as it is scheduled on the priority vacation schedule for such following year and is taken no later than July 1 of such following year.

C. Employees who have worked as regular full-time employees during the full calendar year of accrual shall be entitled to vacation the following calendar year based on each week equalling five (5) eight hour days, at the employee's base rate at the time of vacation exclusive of shift, overtime or other premiums. Regular part-time employees, and regular full-time employees who have worked less than the full calendar year of accrual, shall be eligible for vacation the following calendar year based on the above schedule but their vacation pay shall be based upon the Vacation Prorating Appendix (such proration being based on hours actually worked, plus unworked paid holidays, paid vacation and paid leave, during their accrual calendar year).

Article 39

Vacation Period

A. During December, the Employer will prepare a "priority vacation schedule" reflecting the employees' written requests made prior to the end of November. The priority vacation schedule will be prepared based on Unit Wide Seniority and the needs of the facility. Once the priority vacation schedule has been prepared, later selections by more senior employees will not deprive others, with lesser seniority, of their priority vacation. Vacation time not scheduled on the priority vacation schedule may be scheduled at a later date upon the mutual agreement of the Employer and the employee. Such vacation should be requested at least two (2) weeks in advance of the intended vacation and, except with written approval of the Employer, must be scheduled by August 1. Should conflict of vacation schedules occur, excluding those on the priority list, time of request shall prevail, and if two (2) employees request the same vacation period at the same time, Unit Wide Seniority shall again prevail. While vacations will, so far as practicable, be granted at times most desired by employees, as hereinabove provided, the final right to allot vacation periods and to change such allotment is exclusively reserved to the Employer in order to insure the proper functioning of the facility. If an employee changes Departments, and a

conflict is thereby created, the employee changing Departments must re-schedule their vacation to an acceptable time. Once an employee's vacation has been scheduled it will not be changed by the Employer except in case of emergency. An employee may request change in their scheduled vacation period, with the consent of the Employer, provided any such change shall be subject to other vacations previously scheduled.

B. Normally vacations must be taken in full calendar week increments with not more than two (2) consecutive calendar weeks of vacation being taken at any one time. Subject to scheduling and staffing requirements, an employee may request a continuous vacation period in excess of two (2) consecutive calendar weeks if no conflict exists after the priority vacation schedule has been prepared. The employee and the Employer may mutually consent, in writing, to pay vacation allowance in lieu of time off for vacation. Except as above provided, employees must take vacation time off in order to receive vacation pay. An employee who fails to take their vacation within the vacation year in which they are entitled to it (the calendar year following the calendar year of accrual) shall forfeit such vacation time off and the vacation pay.

C. When a holiday for which the employee is eligible for holiday pay pursuant to the Holiday Article is observed by the Employer during an employee's scheduled vacation, and the employee would otherwise be scheduled to work the holiday, the employee will receive holiday pay for such holiday but they will not be deemed to be on vacation on such holiday. In such event their vacation will be extended one (1) day continuous with such vacation.

D. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, such that they would otherwise be entitled to paid sick leave pursuant to the Paid Sick Leave Article, their vacation may be rescheduled. If their incapacity continues through the end of the employee's vacation year, they will be awarded pay in lieu of vacation, but such pay in lieu of vacation shall not duplicate sick pay. To the extent employees receive vacation pay for days not worked during the year, they shall not receive sick pay for the same days.

Article 40

Pay Advance

A. If a regular payday falls during an employee's vacation, they will receive that check in advance before going on vacation, providing they give at least two (2) weeks notice to the payroll clerk.

B. If an employee is laid off or retires, or otherwise

severs their employment other than discharge for cause, they will receive any unused accrued vacation (including that accrued in the current calendar year of employment prorated in accordance with the Vacation Prorating Appendix based on hours actually worked, plus unworked paid holidays, paid vacations, and paid leave, during such current calendar year). A recalled employee who received vacation pay at the time of layoff will be entitled to no additional vacation during the calendar year in which they return, and their vacation during the calendar year following the year of their return will be prorated in accordance with the Vacation Prorating Appendix based on hours actually worked, plus unworked paid holidays, paid vacation and paid leave, during the balance of such accrual calendar year in which they were recalled.

C. Rate During Vacation: Employees will be paid their current base rate, exclusive of shift, overtime, or other premiums, based on their regular scheduled workday while on vacation, and such days will be deemed days worked for purposes of paid holidays, paid sick leave and insurance coverage eligibility.

Article 41

Insurance Coverage

A. (1) For each regular full-time employee (other than employees covered by another health insurance program such as insurance provided for their spouse or parents), the Employer agrees to pay the full premium for health insurance coverage, family coverage, the choice of the carrier to be at the discretion of the Employer provided the benefits remain comparable to those currently provided.

(2) The Employer agrees to pay the full premium for such health insurance coverage during the employee's absence as a result of any injury or illness for any month in which the employee continues to receive paid sick leave. Employees shall be required to use accumulated sick leave continuously for the purpose of this Section. For employees on approved unpaid personal Illness Leave, and for employees on worker's compensation, payment of such premiums will be continued for up to two (2) additional months for each full year of the employee's continuous employment, provided such payments shall not exceed the duration of the authorized Illness Leave or the period of absence for which worker's compensation is paid. Payments under this paragraph shall not exceed a combined total of twelve (12) months premiums for any one injury or illness, including recurrence thereof, the employee's temporary return to work during such period notwithstanding.

(3) The Employer agrees to pay the full premium for such health insurance coverage while the employee is laid off,

for a period not to extend beyond the earlier of (a) the time the employee finds other employment or (b) for employees with less than one (1) year continuous employment, the end of the calendar month in which the employee is laid off or, for employees with at least one (1) year continuous employment, up to two (2) months for each full year of continuous employment, not to exceed a combined total of six (6) months premiums for any one employee during any period of layoff.

(4) The Employer agrees to pay the full premium for such health insurance coverage, or for such amended coverage as may be available through the group plan for retirees, for up to three (3) months following the employee's retirement, provided the employee is entitled to, and receives, pension benefits in accordance with the Employer's pension plan. Thereafter, the retiree may continue under group coverage to the extent permitted by the insurance carrier, but the employee shall be responsible for payment of any and all premiums for such coverage.

B. The Employer agrees to pay the full premium for prescription drug insurance coverage for regular full-time employees eligible for health insurance, the choice of the carrier to be at the discretion of the Employer provided the benefits remain comparable to those currently provided.

C. The Employer agrees to pay the full premium for group life insurance coverage, face value \$10,000, for each regular full-time employee, and face value \$1,000 for the legal spouse of each such regular full-time employee, the choice of the carrier to be at the discretion of the Employer. Upon retirement or severance, the employees will be informed of their options under the insurance plan and may exercise such options as permitted by the insurance carrier.

D. For each regular full-time employee (other than employees covered by another health insurance program such as insurance provided for their spouse or parents), the Employer agrees to pay the full premium for dental insurance coverage, family coverage, the choice of the carrier to be at the discretion of the Employer provided the benefits remain comparable to those currently provided.

E. For each regular full-time employee (other than employees covered by another health insurance program such as insurance provided for their spouse or parents), the Employer agrees to pay the full premium for vision care expense benefits, family coverage, the choice of the carrier to be at the discretion of the Employer provided the benefits remain comparable to those currently provided.

F. The Employer will continue to provide free inoculations (flu shots) where it deems them advisable.

G. For approved leaves of absence (other than Illness Leave) not extending beyond the end of any given calendar month, the

Employer will continue to pay such insurance premiums through the end of such calendar month. If the employee wishes to continue coverage during leaves which extend beyond the end of any given calendar month, the employee must pay the entire cost of coverage commencing at the end of the calendar month during which the leave commences, and for the duration of such leave.

H. Except as otherwise provided, the Employer's obligation hereunder shall exist with respect to any employee only while they are in the active service of the Employer, only while they continue as a full-time employee of the Employer, and only while they continue to have earnings from the Employer for hours actually worked. Except as otherwise specifically provided such obligation shall terminate when an employee retires, quits, is discharged, is laid off, or for any other reason terminates active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible employee's insurance benefits during paid vacations, holidays and paid sick leave.

I. The Employer, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage.

J. An employee, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

K. If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the Employer may automatically terminate insurance benefits due to the employee's non-payment of necessary premiums.

Article 42

Computation of Benefits

All hours paid to employees shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless hours actually worked are otherwise specified.

Article 43

Contracting and Sub-Contracting of Work

During the term of this Agreement, the Employer shall not contract out or sub-contract any work in whole or in part that is regularly or normally performed by members of the bargaining unit, unless compelled by shortage of funds, temporary equipment breakdown, or by State regulations.

Article 44

Consolidation and Elimination of Jobs

During the term of this Agreement, the Employer shall confer with the Union prior to implementation of any decision to consolidate or eliminate any job which is regularly and normally being performed by members of the bargaining unit. In the event the Union disagrees with the methods proposed, the Employer may implement its decision but the disagreement may be submitted directly to Step 2 of the Grievance Procedure.

Article 45

Successor Clause

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

Article 46

Work Performed by Supervisors

Supervisory or other non-bargaining unit employees shall not perform work on jobs normally performed by employees in the

bargaining unit provided this provision shall not be construed to prohibit such employees from performing the following types of work:

- (1) Experimental work
- (2) Demonstration work performed for the purpose of instructing and training employees
- (3) Work which is necessary due to emergency conditions which if not performed in a prompt and proper manner might result in interference with proper operation of the facility, bodily injury, or loss or damage to material or equipment, or due to situations in which no qualified bargaining unit employee is immediately available.
- (4) Work which is incidental to supervisory or other non-bargaining unit duties on jobs normally performed by supervisors or other non-bargaining unit members, even though similar to duties found in jobs in the bargaining unit.

Article 47

Separability and Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort, or court, or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Labor from which regulation no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

Article 48

Distribution of Agreement

The Employer agrees to make a copy of this Agreement available for each regular full-time and each regular part-time employee who has not already received a copy. The cost of printing or reproducing the Agreement shall be shared equally by the Employer and the Union.

Article 49

Save Harmless

The Union shall indemnify the Employer and hold it harmless

against any and all suits, claims, demands, expenses or other forms of liability of whatsoever kind or nature, including, but not limited to, legal, court, administrative, or other fees or expenses, actual reasonable attorneys' fees, and any back pay or other amounts directed to be paid to employees or others, that may arise out of or by reason of any action taken or not taken by the Employer for the purposes of complying with the Union Security, Dues Check-off, Representation Fee Check-off, Authorization Form, and Remittance of Dues and Fees Articles of this Agreement or in reliance on any authorization cards, lists or notices which may have been furnished to the Employer under any of such provisions, or in any way connected with such Union security or dues/representation fee deduction.

Article 50

Waiver

A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

C. 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 any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article 51

General

A. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all

employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

B. Any Agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

C. As used throughout this Agreement, unless otherwise specified, "calendar" days shall mean Saturday through Friday, and "working" days shall mean Monday through Friday, excluding holidays.

D. Employees shall immediately notify the Employer, in writing, of their current name, address and telephone number, and of any changes therein, and also of any changes which would affect insurance or other benefits. The Employer may rely upon the employee's name, address, telephone number and other information shown on its records for all purposes involving their employment and this Agreement. The Employer will notify the Union of any such changes in an employee's name or address promptly following such notification by the employee (unless confidentiality has been requested, in writing, by the employee).

E. Upon the death of an employee any benefits to be paid hereunder shall be paid to the employee's surviving spouse (unless other persons are designated by them in writing) and if their spouse is not then surviving (or if the persons designated by them are not then surviving) then to the employee's estate.

F. (1) Every employee must and hereby agrees to have such physical examinations as are required from time to time by the Employer, and paid for by the Employer, to establish or re-establish the employee's physical fitness to perform their work. Upon request by the employee the Employer will notify the employee in writing of the specific reasons for such examination.

(2) Employees failing to pass physical examinations may employ a qualified medical examiner of their own choosing and at their own expense to conduct a further physical examination for the same purpose. If the findings of the employee's medical examiner disagree with the Employer's, a copy of the employee's medical examiner's findings shall be furnished to the Employer and the Employer will, at the request of the employee, ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the employee for the same purposes (at the Employer's expense) and the findings of such third medical examiner shall determine disposition of the case. This provision is not intended

to restrict any of the Employer's rights under State Worker's Compensation Laws.

G. To present the proper image to patients and to the public, the Employer shall have the right to require employees to present a clean image and to appear in clean, neat, serviceable clothes.

H. Job descriptions for bargaining unit classifications are incorporated herein by reference and are intended to provide each employee with a description of the general duties within each classification, but shall not be construed to restrict the Employer's rights to transfer or assign employees to duties outside of their classifications in accordance with the provisions of this Agreement. The Union, all employees, and the Employer recognize the job descriptions cannot contain all of the specific job duties for an individual employee. Each description shall be deemed to include all other duties as may be assigned by the Supervisor within the given Department. All parties also recognize the job descriptions may require modification from time to time by the Employer in accordance with the procedures set forth in this Agreement. The Union will be notified immediately of all changes in job descriptions.

I. The continuing benefits set forth in the Continuing Benefits Appendix will be continued during the term of this Agreement.

Article 52

Appendixes

- Appendix A - Salary Schedule
- Appendix B - Cost of Living Adjustment
- Appendix C - Pensions
- Appendix D - Vacation Prorating
- Appendix E - Continuing Benefits

Article 53

Termination and Modification

A. This Agreement shall continue in full force until October 31, 1984.

B. If either party desires to amend and/or terminate this

Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.

C. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on ninety (90) days written notice prior to the current year's termination.

D. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated following its expiration date by either party on ten (10) days written notice of termination.

E. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

F. Notice of termination or modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to Council 25, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to Acocks Medical Facility, Marquette, Michigan 49855, or to any such addresses as the Union or the Employer may make available to each other.

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

FOR THE UNION:

Peter J. Rompierre
James H. Cray
Edward P. Laccio Staff Rep

FOR THE EMPLOYER:

Wendell F. Perry
Gary L. Vidlund
Alfred H. Hatt

APPENDIX A

SALARY SCHEDULE

(1) EFFECTIVE NOVEMBER 1, 1981

Department/Job Title	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	8 Yrs.
NURSING:						
Medical Supply Clerk	4.31	4.60	4.70	4.89	5.09	5.29
Chief Nurses Aide/ Chief Orderly	4.06	4.30	4.54	4.78	5.03	5.23
Nurses Aide/Orderly	3.91	4.08	4.26	4.43	4.61	4.81
Physical Therapist Aide	3.91	4.08	4.26	4.43	4.61	4.81
Apprentice P.T. Aide	3.91	4.08	4.26	4.43	4.61	4.81
DIETARY:						
Tray Room Foreman	4.31	4.42	4.53	4.64	4.76	4.96
Cook	4.31	4.47	4.64	4.79	4.96	5.16
Cook's Helper	3.96	4.07	4.19	4.30	4.41	4.61
Kitchen Worker	3.85	3.92	4.03	4.15	4.26	4.46
Tray Room Worker	3.85	3.92	4.03	4.15	4.26	4.46
MAINTENANCE:						
Maintenance Foreman	4.31	4.58	4.86	5.13	5.41	5.61
General Maintenance	3.85	4.09	4.36	4.64	4.91	5.11
HOUSEKEEPING:						
Housekeeping Foreman	3.91	4.03	4.16	4.28	4.41	4.61
General Housekeeper	3.85	3.94	4.06	4.19	4.31	4.51
LAUNDRY:						
Washer	3.91	4.11	4.31	4.51	4.71	4.91
Laundry Worker	3.85	3.96	4.10	4.25	4.39	4.59
PATIENT ACTIVITIES:						
Activities Aide	3.85	3.93	4.06	4.18	4.31	4.51

APPENDIX A

SALARY SCHEDULE
 (2) EFFECTIVE NOVEMBER 1, 1982

Department/Job Title	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	8 Yrs.
NURSING:						
Medical Supply Clerk	4.41	4.70	4.80	4.99	5.19	5.39
Chief Nurses Aide/ Chief Orderly	4.16	4.40	4.64	4.88	5.13	5.33
Nurses Aide/Orderly	4.01	4.18	4.36	4.53	4.71	4.91
Physical Therapist Aide	4.01	4.18	4.36	4.53	4.71	4.91
Apprentice P.T. Aide	4.01	4.18	4.36	4.53	4.71	4.91
DIETARY:						
Tray Room Foreman	4.41	4.52	4.63	4.74	4.86	5.06
Cook	4.41	4.57	4.74	4.89	5.06	5.26
Cook's Helper	4.06	4.17	4.29	4.40	4.51	4.71
Kitchen Worker	3.95	4.02	4.13	4.25	4.36	4.56
Tray Room Worker	3.95	4.02	4.13	4.25	4.36	4.56
MAINTENANCE:						
Maintenance Foreman	4.41	4.68	4.96	5.23	5.51	5.71
General Maintenance	3.95	4.19	4.46	4.74	5.01	5.21
HOUSEKEEPING:						
Housekeeping Foreman	4.01	4.13	4.26	4.38	4.51	4.71
General Housekeeper	3.95	4.04	4.16	4.29	4.41	4.61
LAUNDRY:						
Washer	4.01	4.21	4.41	4.61	4.81	5.01
Laundry Worker	3.95	4.06	4.20	4.35	4.49	4.69
PATIENT ACTIVITIES:						
Activities Aide	3.95	4.03	4.16	4.28	4.41	4.61

APPENDIX A

SALARY SCHEDULE
 (3) EFFECTIVE MAY 1, 1983

Department/Job Title	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	8 Yrs.
NURSING:						
Medical Supply Clerk	4.51	4.80	4.90	5.09	5.29	5.49
Chief Nurses Aide/ Chief Orderly	4.26	4.50	4.74	4.98	5.23	5.43
Nurses Aide/Orderly	4.11	4.28	4.46	4.63	4.81	5.01
Physical Therapist Aide	4.11	4.28	4.46	4.63	4.81	5.01
Apprentice P.T. Aide	4.11	4.28	4.46	4.63	4.81	5.01
DIETARY:						
Tray Room Foreman	4.51	4.62	4.73	4.84	4.96	5.16
Cook	4.51	4.67	4.84	4.99	5.16	5.36
Cook's Helper	4.16	4.27	4.39	4.50	4.61	4.81
Kitchen Worker	4.05	4.12	4.23	4.35	4.46	4.66
Tray Room Worker	4.05	4.12	4.23	4.35	4.46	4.66
MAINTENANCE:						
Maintenance Foreman	4.51	4.78	5.06	5.33	5.61	5.81
General Maintenance	4.05	4.29	4.56	4.84	5.11	5.31
HOUSEKEEPING:						
Housekeeping Foreman	4.11	4.23	4.36	4.48	4.61	4.81
General Housekeeper	4.05	4.14	4.26	4.39	4.51	4.71
LAUNDRY:						
Washer	4.11	4.31	4.51	4.71	4.91	5.11
Laundry Worker	4.05	4.16	4.30	4.45	4.59	4.79
PATIENT ACTIVITIES:						
Activities Aide	4.05	4.13	4.26	4.38	4.51	4.71

APPENDIX A

SALARY SCHEDULE
(4) EFFECTIVE NOVEMBER 1, 1983

Department/Job Title	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	8 Yrs.
NURSING:						
Medical Supply Clerk	4.71	5.00	5.10	5.29	5.49	5.69
Chief Nurses Aide/ Chief Orderly	4.46	4.70	4.94	5.18	5.43	5.63
Nurses Aide/Orderly	4.31	4.48	4.66	4.83	5.01	5.21
Physical Therapist Aide	4.31	4.48	4.66	4.83	5.01	5.21
Apprentice P.T. Aide	4.31	4.48	4.66	4.83	5.01	5.21
DIETARY:						
Tray Room Foreman	4.71	4.82	4.93	5.04	5.16	5.36
Cook	4.71	4.87	5.04	5.19	5.36	5.56
Cook's Helper	4.36	4.47	4.59	4.70	4.81	5.01
Kitchen Worker	4.25	4.32	4.43	4.55	4.66	4.86
Tray Room Worker	4.25	4.32	4.43	4.55	4.66	4.86
MAINTENANCE:						
Maintenance Foreman	4.71	4.98	5.26	5.53	5.81	6.01
General Maintenance	4.25	4.49	4.76	5.04	5.31	5.51
HOUSEKEEPING:						
Housekeeping Foreman	4.31	4.43	4.56	4.68	4.81	5.01
General Housekeeper	4.25	4.34	4.46	4.59	4.71	4.91
LAUNDRY:						
Washer	4.31	4.51	4.71	4.91	5.11	5.31
Laundry Worker	4.25	4.36	4.50	4.65	4.79	4.99
PATIENT ACTIVITIES:						
Activities Aide	4.25	4.33	4.46	4.58	4.71	4.91

APPENDIX B

Cost of Living Adjustment

A. "Consumer Price Index" refers to the Revised Consumer Price Index For Urban Wage Earners and Clerical Workers (CPI-W) - United States - All Items (1967) = 100) published by the Bureau of Labor Statistics, U. S. Department of Labor.

B. Effective November 1, 1982 a Consumer Price Index based wage increase shall be calculated equal to 1¢ per hour for each full .4 per cent index difference between the Consumer Price Index for September 1981 and the Consumer Price Index for September 1982, not to exceed a total of thirty cents (30¢) per hour. Effective November 1, 1982, one-half (1/2) of such increase (not to exceed fifteen cents (15¢) per hour) shall be reflected as an "across the board" increase in the wages set forth in Exhibit A. Effective May 1, 1983 the remaining one-half (1/2) of such increase (not to exceed fifteen cents (15¢) per hour) shall be reflected as an additional "across the board" increase in the wages set forth in Exhibit A.

C. Effective November 1, 1983 a Consumer Price Index based wage increase shall be calculated equal to 1¢ per hour for each full .4 per cent index difference between the Consumer Price Index for September 1982 and the Consumer Price Index for September 1983, not to exceed a total of thirty cents (30¢) per hour. Effective November 1, 1983, one-half (1/2) of such increase (not to exceed fifteen cents (15¢) per hour) shall be reflected as an "across the board" increase in the wages set forth in Exhibit A. Effective May 1, 1984 the remaining one-half (1/2) of such increase (not to exceed fifteen cents (15¢) per hour) shall be reflected as an additional "across the board" increase in the wages set forth in Exhibit A.

APPENDIX C

Pensions

The pension provisions now in effect for employees covered by this Agreement shall be continued. This plan shall be Michigan Municipal Employees Retirement System Program C-1.

APPENDIX D

Vacation Pro-Rating

- A. Two weeks vacation (ten (10) paid days)
208 hours worked = one (1) eight hour vacation day
26 hours worked = one (1) vacation hour

<u>Hours Worked</u>	<u>Vacation Days</u>
208.....	1
416.....	2
624.....	3
832.....	4
1040.....	5
1248.....	6
1456.....	7
1664.....	8
1872.....	9
2080.....	10

- B. Three weeks vacation (fifteen (15) paid days)
139 hours worked = one (1) eight hour vacation day
17.5 hours worked = one (1) vacation hour

<u>Hours Worked</u>	<u>Vacation Days</u>
139.....	1
278.....	2
417.....	3
556.....	4
695.....	5
834.....	6
973.....	7
1112.....	8
1251.....	9
1390.....	10
1529.....	11
1668.....	12
1807.....	13
1946.....	14
2080.....	15

APPENDIX D

Vacation Pro-Rating

- C. Four weeks vacation (twenty (20) paid days)
- 104 hours worked = one (1) eight hour vacation day
- 13 hours worked = one (1) vacation hour

<u>Hours Worked</u>	<u>Vacation Days</u>
104.....	1
208.....	2
312.....	3
416.....	4
520.....	5
624.....	6
728.....	7
832.....	8
936.....	9
1040.....	10
1144.....	11
1248.....	12
1352.....	13
1456.....	14
1560.....	15
1664.....	16
1768.....	17
1872.....	18
1976.....	19
2080.....	20

APPENDIX D

Vacation Pro-Rating

D. Five weeks vacation (twenty-five (25) paid days)
84 hours worked = one (1) eight hour vacation day
10½ hours worked = one (1) vacation hour

<u>Hours Worked</u>	<u>Vacation Days</u>
84.....	1
168.....	2
252.....	3
336.....	4
420.....	5
504.....	6
588.....	7
672.....	8
756.....	9
840.....	10
924.....	11
1080.....	12
1092.....	13
1176.....	14
1260.....	15
1344.....	16
1428.....	17
1512.....	18
1596.....	19
1680.....	20
1764.....	21
1848.....	22
1932.....	23
2016.....	24
2080.....	25

APPENDIX D

Vacation Pro-Rating

- E. Six weeks vacation (thirty (30) paid days)
 - 70 hours worked = one (1) eight hour vacation day
 - 8.75 hours worked = one (1) vacation hour

<u>Hours Worked</u>	<u>Vacation Days</u>
70.....	1
140.....	2
210.....	3
280.....	4
350.....	5
420.....	6
490.....	7
560.....	8
630.....	9
700.....	10
770.....	11
840.....	12
910.....	13
980.....	14
1050.....	15
1120.....	16
1190.....	17
1260.....	18
1330.....	19
1400.....	20
1470.....	21
1540.....	22
1610.....	23
1680.....	24
1750.....	25
1820.....	26
1890.....	27
1960.....	28
2030.....	29
2080.....	30

APPENDIX E

Continuing Benefits

A. Break rooms will continue to be made available for employees so long as reasonably possible.

B. The facility will continue to provide coffee and tea, with "creamer" and sugar, for use of employees during their breaks.

C. The facility will continue to provide crackers and peanut butter for use during breaks.

D. The facility will continue to launder uniforms which have been soiled in an unusual manner during the work day, so long as the facility's laundry facilities continue to be available, and so long as such laundering does not interfere with efficient operation of the Laundry Department.

E. Employees will continue to be permitted to use the shower area, if available, so long as the area is kept in a neat and clean condition by those using it.

F. The facility will continue to provide reasonable parking for employees, including snow removal for such area.

G. If the facility has the proper vehicle and employee readily available, without interference with facility operations, the facility will continue the practice of attempting to free vehicles of employees which have become stuck in snow on facility property. Any employees requesting such service shall, by such request, agree to indemnify the facility and hold it harmless against any and all suits, claims, demands, expenses, or other forms of liability of whatsoever kind or nature that may arise out of or by reason of the facility providing such service.

H. So long as the facility kitchen/cafeteria continues to be available: first shift (day shift) employees may continue to purchase noon meals, and second shift employees may continue to purchase evening meals, so long as they have notified the Dietary Department at the start of their shifts, at the same meal cost as that for patients. In lieu of such meals, such employees may continue to purchase soup and sandwiches at the facility's cost.

I. So long as the facility kitchen/cafeteria continues to be available, the facility will continue the practice of providing soup and a sandwich for employees who have completed actually working the first shift (day shift) and continue to actually work at least four (4) hours into the second shift.

LETTER OF UNDERSTANDING - 1981 NEGOTIATIONS

Re: Labor Agreement Entered Into November 1, 1981
Between County Board of Institutions of Acocks
Medical Facility and Acocks Medical Facility
Employees' Chapter of Local 2194, Affiliated with
Council No. 25, AFSCME, AFL-CIO

The parties hereto mutually agree as follows:

1. For employees off on worker's compensation as of November 1, 1981 the eighteen (18) month period referred to in Article 17 (9), shall run from November 1, 1981 rather than from their prior date of absence.

2. Vision care expense benefits as referred to in the Insurance Article refer to those benefits discussed by the parties during negotiations, as presented by the Blue Cross-Blue Shield proposal.

3. Although the Agreement is effective as of November 1, 1981 it was agreed to by the parties after that date. Accordingly, the benefits therein provided shall be provided as soon as reasonably possible following ratification by both parties. Insurance coverage shall commence as soon as permitted by the insurance carriers. Wages shall be paid retroactively to November 1, 1981 for all employees who remain employees as of the date of ratification. Such retroactive wage payments shall be made in the first regular pay period following ratification.

Dated: Dec. 16, 1981

FOR THE UNION:

Peter J. Romprine

James St. Ange

Edward P. Laccio Staff Rep

FOR THE EMPLOYER:

Wendelin J. Peery

Gary L. Vidler

John J. Steet

LETTER OF UNDERSTANDING - DISCIPLINARY PROCEDURE

Re: Labor Agreement Entered Into as of November 1, 1981
Between County Board of Institutions of Acocks Medical
Facility and Acocks Medical Facility Employees'
Chapter of Local 2194, Affiliated with Council No. 25
AFSCME, AFL-CIO

With respect to the Discharge and Suspension Article of
the Collective Bargaining Agreement:

1. Progressive discipline is contemplated with "minor
offenses in totally separate and unrelated areas" progressing
through independent progressive disciplinary steps. Examples of
the intention of the parties are as follows:

(a) Independent infractions, such as absenteeism,
drinking, improper behavior concerning patients, safety violations,
etc., unless otherwise related, would progress through independent
disciplinary steps, the first step to be used being based on the
seriousness thereof. For example, an employee given a verbal
warning for absenteeism who subsequently had a minor safety
violation would receive a verbal warning for the safety violation.
The verbal warning for absenteeism would not be considered the
"first" step in progressive discipline for an unrelated safety
rule violation such that the first violation of a minor safety
rule resulted in written warning.

(b) Related infractions, however, such as tardiness
and absenteeism, appearing at work in an intoxicated condition
and drinking on duty, verbal abuse and physical abuse of patients,
violation of two different safety rules, etc., would be combined
for disciplinary purposes. For example, for minor offenses, the
first offense in the related area, such as verbal warning concerning
tardiness, would justify greater discipline for the next occurrence
in the related area, such as the employee having been verbally
warned for tardiness then receiving written warning for absenteeism.

(c) For minor violations the intent of the
parties is that employees be notified of their improper action
and permitted a reasonable opportunity to correct their activities.
The intent is neither to unduly "penalize" employees for minor
unrelated infractions nor to permit employees to abuse the progressive
discipline process by committing numerous infractions in "unrelated"
areas.

Dated: 12-16- , 1981

FOR THE UNION:

James St. Grogan
Edward P. Laccio Staff Rep

FOR THE EMPLOYER:

Wendelin F. Perry
Gary S. Vidlund
Robert A. Stebbins

LETTER OF UNDERSTANDING - LAYOFF AND RECALL

Re: Labor Agreement Entered Into as of November 1, 1981
Between County Board of Institutions of Acocks
Medical Facility and Acocks Medical Facility
Employees' Chapter of Local 2194, Affiliated with
Council No. 25, AFSCME, AFL-CIO

With respect to the Layoff and Recall Article of the
Collective Bargaining Agreement:

1. A. The Layoff and Recall procedure is intended to minimize disruption of facility operations while permitting employees to "exercise" seniority. The least senior employee in the classification will normally be the first laid off with the limited right of senior employees to "bump" into other classifications occupied by less senior employees. If "bumping" will be involved, it is contemplated such "bumping" should take place at a pre-layoff meeting with the Union and/or the employees affected such that all employees will know the classification in which they will be working prior to actual implementation of layoff. The intent is that the least senior employees in the bargaining unit be laid off, so long as the more senior employees who would otherwise be laid off can perform such positions, with the more senior employees performing the work of such employees laid off due to "bumping". While the more senior employee would have preference of the classification in which they prefer to work, if such bumped employees were occupying more than one classification, such preference could not be exercised in a manner to permit bumping of an employee other than one of such least senior employees (unless the bumping employee could not perform any of the classifications of such bumped employees). In other words, while preference is permitted between classifications of bumped employees based on seniority, such preference may not be exercised if the result would be layoff of an employee other than such least senior employees.

B. Example: Assume four (4) employees were to be laid off, one in Maintenance and three aides and orderlies. Assume further that such four employees were more senior than four employees in the Tray Room Workers and Kitchen Workers classifications, and that the four least senior employees in the bargaining unit were in Tray Room Workers or Kitchen Workers classifications. Such four employees who would otherwise be laid off, the one in Maintenance and the three aides/orderlies, could exercise their right to bump into the four positions in the Tray Room Workers/Kitchen Workers classifications, the choice of classifications between the Tray Room Workers and Kitchen Workers classifications being based on seniority. If, however, one of the aides was not qualified as a Kitchen Room or Tray Room Worker,

but was more senior than the next lowest seniority employee in the unit working in another classification, perhaps a Laundry Worker, such aide could bump the Laundry Worker instead of the Tray Room Worker/Kitchen Worker. If, however, such aide could for example do the work of a Tray Room Worker, but not a Kitchen Worker, they would be required to take the Tray Room Worker position and could not exercise their seniority to "elect" not to take the Tray Room Worker position in order to claim lack of qualifications to permit bumping into the Laundry Worker position. If there is any combination which would permit the Maintenance worker and the three aides/orderlies to perform the work of such four least senior employees in the bargaining unit, Tray Room Workers and Kitchen Workers, such result must be followed. Seniority for purposes of electing a preferred classification by the Maintenance worker and aide/orderlies could only be exercised with respect to the Kitchen Worker/Tray Room Worker classifications to the extent such exercise would not result in employees other than such four Kitchen Workers/Tray Room Workers laid off.

C. The intent is to permit employees with the necessary seniority and qualifications, etc. to retain employment, but at the same time to minimize the number of classifications and employees affected by the bumping procedure. Accordingly, in all cases the bumping procedure looks to the employees in the bargaining unit with the least possible seniority.

2. During recall, the employee will be recalled into their normal classification where possible, or where recall would be earlier for the more senior employee, to the classification from which laid off. The intent is (subject to the qualifications and seniority requirements contained in the contract) that an employee will be recalled into their normal classification where feasible, and, if recalled into another classification, such as an employee recalled into the classification from which laid off even though not their normal classification, or an employee electing return in such other classification, when an opening occurs in the employee's normal classification, they will be transferred into their normal classification prior to recall of other employees in the other classification. For example, an aide/orderly who, to avoid layoff, bumped into the Tray Room Worker classification might be recalled, due to seniority, into the Tray Room Worker classification prior to an opening occurring in the aide/orderly classification, or might elect recall into some other classification prior to such opening in the aide/orderly classification. When additional recall in the aide/orderly classification, or a vacancy in such classification, would permit such employee to be transferred to the aide/orderly classi-

fication, based on seniority, etc., such employee will be transferred directly to the aide/orderly classification with the resultant recall in the Tray Room Worker classification, etc., as necessary.

Dated: Dec. 14, 1981

FOR THE UNION:

Peter J. Donpiano
James St. Ange
Edward P. Laccio Staff Rep

FOR THE EMPLOYER:

Wendell F. Peery
Ray L. Vidler
Clyde J. Stul