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A G R E E M E N T

Between

THE INGHAM COUNTY BOARD OF SOCIAL SERVICES

and

INGHAM COUNTY MEDICAL CARE FACILITY
EMPLOYEES' CHAPTER OF LOCAL #2762,
AFFILIATED WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

May 1, 1984 through April 30, 1986

Ingham County Medical Care Facility

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of May, A.D., 1984, between the INGHAM COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Employer") for the Ingham County Medical Care Facility, and the INGHAM COUNTY MEDICAL CARE FACILITY EMPLOYEES' CHAPTER OF LOCAL #2762, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

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

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining its services to the community.

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

ARTICLE 1

RECOGNITION

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 for all regular full-time and regular part-time employees of the Ingham County Medical Care Facility, excluding: office clerical employees, registered nurses, licensed practical nurses and supervisors as defined in the Act in accordance with Michigan Employment Relations Commission Certification No. R71A-47, dated July 16, 1971.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself the sole and exclusive right to manage and operate the Facility in all its operations and activities, including, by way of illustration and not limitation, the right to hire, promote, discharge, lay off and recall employees and to maintain discipline and efficiency, to determine services to be furnished, including the methods and equipment to provide same, to direct the work force, to determine the number of employees, to change methods of operations and to establish work schedules. In addition, the Employer retains the right to establish and enforce reasonable rules and regulations as to the conduct of employees and operations of the Facility not inconsistent with other provisions of this Agreement. All management rights, except such as are specifically abridged or relinquished herein, are reserved to the Employer.

Section 2. The Union recognizes that voluntary organizations, voluntary individuals and patients may perform services in the Facility that are a valuable and necessary contribution to the welfare of patients and to the operation of the Facility and that in no way interfere or conflict with the safety, duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature and neither the Union nor the employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers. Such volunteers or workers will not be used for the purposes of displacing regular employees.

ARTICLE 3

MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there will be no interruption of service, for any cause whatsoever, by the employees it represents in the form of strikes, sit-downs, slow-downs, concerted failure to report for duty or any acts that interfere in any manner, or to any degree, with the services of or to the Employer.

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

ARTICLE 4

UNION SECURITY

Section 1. As a condition of employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union for the term of this Agreement, or employees choosing not to become members, shall pay a representation fee to the Union, which sum shall accurately represent said employees' fair share of costs attributable to the negotiation and administration of this Agreement. The amount and levying of the Union dues and representation fees will be in accordance with the applicable provisions of the Constitutions and By-Laws of the International Union, the Council and the Local. Further, the application of this provision will not conflict with state or federal laws.

Section 2. All employees shall be required to comply with the above requirements no later than thirty (30) days after the effective date of this Agreement, or at the expiration of their probationary period, whichever is later.

ARTICLE 5

UNION DUES

Section 1. The Employer agrees to deduct from the wages of bargaining unit employees the monthly membership dues or representation fee, upon completion of the probationary period, only when authorized in writing by the employee.

Section 2. All authorization for payroll deduction forms shall be filed with the Personnel Manager. If the form is not properly completed, the Personnel Manager shall return the improperly completed form to the Union's Chapter Chairperson promptly with the reasons therefor. No deduction shall be made until a properly completed form is received. It is agreed, however, that an employee is obligated to pay dues for the month immediately following the month in which the form is first received by the Personnel Manager.

Section 3. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit.

Section 4. Deductions for each month shall be deducted from the second pay of the month. All deductions shall be remitted to the Secretary-Treasurer of Michigan Council #25 within ten (10) days after the deduction has been made with an alphabetical list of names of those employees for whom dues or representation fees have been deducted, with a copy to the Chapter Chairperson.

Section 5. The employee's remittance shall be deemed correct if the Union does not give written notice to the Employer,

within two (2) weeks after such remittance is transmitted, indicating the alleged error.

Section 6. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction from an employee's pay of dues or representation fee.

Section 7. The Union shall determine the representation fee and monthly dues amount and provide written notification to the Employer. The Union shall provide thirty (30) days' written notice of any change thereafter.

Section 8. The payroll deduction form will be as supplied by the Union and shall meet all legal requirements for such forms. Any new form must substantially conform with the sample form set forth herein, provided, however, that if such form does not substantially conform with the current form, a special conference may be arranged to discuss the form. The agreed-upon form will be distributed by the Employer to all new employees.

Authorization for Payroll Deduction Form:

To: _____ EMPLOYER

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

- An amount established by the Union as monthly dues, or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: _____

FIRST NAME										LAST NAME										INITIALS	
STREET NUMBER										STREET NAME AND DIRECTION										CITY	
AREA CODE										PHONE NUMBER										AP CODE	

SIGNATURE

EMPLOYER'S COPY

DATE

ARTICLE 6

PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to the bound.

ARTICLE 7

NON-DISCRIMINATION

Section 1. The Employer agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex (including sexual harassment), sexual preference, height, weight, handicap, marital status, dependents of employee (except as restricted by federal or state laws or regulations) or national origin. In addition, the Employer agrees to post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

Section 2. The Employer agrees not to discriminate against any employee because of membership or activity on behalf of the Union.

Section 3. The Union agrees that Union activities will be limited to appropriate representation by employees on the premises and shall not interfere with the work performance of other employees.

Section 4. The Union agrees that, with regard to membership of Union activity, it will not discriminate for any of the reasons set forth in Section 1 above.

ARTICLE 8

DEFINITIONS OF EMPLOYMENT STATUS

Section 1. Full-time Employees. An employee normally scheduled to work eighty (80) hours each two (2)-week payroll period shall be considered a full-time employee. A full-time employee shall be entitled to the benefits under this Agreement, except as specified elsewhere.

Section 2. Part-time Employees. An employee normally scheduled to work less than full-time but at least half time shall be considered a part-time employee. A part-time employee shall be entitled to the benefits under this Agreement on a pro-rated basis, except as specified elsewhere.

Section 3. Special Part-time Employees. An employee working less than half time shall be considered a Special Part-time employee, but such employees shall not be used to reduce the bargaining unit. Such employees shall be eligible for compensation by wages only, and shall not be covered by the provisions of this Agreement.

Section 4. Temporary Employees. A temporary employee shall be defined as one whose tenure is not to exceed one hundred (100) calendar days. In addition, any high school co-op student or work study student shall be considered a temporary employee. Temporary employees shall not exceed twenty percent (20%) of the bargaining unit from June through September and they shall not exceed five percent (5%) of the bargaining unit at other times of the year. They shall not be used to displace available bargaining unit employees, avoid regular employment or work overtime when regular

employees in the same classification are available. Such employees shall be eligible for compensation by wages only, and shall not be covered by the provisions of this Agreement.

Section 5. New employees hired, or employees transferred into the unit shall be considered as probationary employees for the first five hundred twenty (520) compensated hours of their employment. In proper cases, where the Employer gives proper written notice to the employee and the Chapter Chairperson prior to the end of the five hundred twenty (520) compensated hour probationary period, such period may be extended an additional one hundred sixty (160) compensated hours.

Section 6. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefits do not cover said employee as presently provided.

ARTICLE 9

JOB POSTING AND BIDDING PROCEDURES

Section 1. All vacancies intended to be filled or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) working days, setting forth the shift, department, location and the minimum requirements for the position in a conspicuous place in each building, provided such posting shall not be necessary for the following classifications in the event it is necessary to fill the positions immediately in order to provide for the efficient operation of the Facility: housekeeping, linen service and dietary service. Employees interested shall sign the posting within seven (7) working days' posting period. The applicant, if from within this unit, awarded this position shall be granted up to a four (4)-week trial period to determine:

1. Their ability to perform the job.
2. Their desire to remain on the job.

Section 2. The job shall be awarded or denied in seven (7) calendar days after the posting period. In the event the senior applicant is denied the job, the reason for the denial shall be given in writing to the employee and their steward. In the event the senior applicant disagrees with the reasons for denial, this shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin board, and at the end of the posting period, the Employer

shall furnish the Chapter Chairperson with a copy of a list of names of those employees who applied for the job and notify the Union's Chapter Chairperson as to who the applicant was who was awarded the job.

Section 3. During the four (4)-week trial period, the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.

Section 4. During the trial period, employees will receive the rate of the job they are performing.

Section 5. If the Employer intends to fill a full-time position on less than a full-time basis, a part-time position on more than a part-time basis or not fill the position, the Employer will notify the Union and a special conference may be arranged to discuss the intended basis on which the position is to be filled or not filled.

Section 6. The provisions of this Article shall not apply to shift transfers within the same classification.

ARTICLE 10

RATES FOR NEW OR CHANGED CLASSIFICATIONS

Section 1. In the event a new job is established, or an existing job is changed within the bargaining unit, the Employer shall place it in an existing pay grade in the Wage Schedule on the basis of the duties and responsibilities of the new or changed job in comparison with the elements of existing classifications. In the event it is determined that the wage rate for the new or changed classification exceeds the highest wage rate presently being paid within the bargaining unit (pay grade V) then the Union and the Employer shall negotiate the matter.

Section 2. The following procedure will be used whenever a new or changed job is placed in the Wage Schedule:

- A. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the work to be performed and the proposed rate of pay.
- B. Upon receipt of the Employer's classification description and proposed rate of pay, the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.

Section 3. If there is a disagreement with the placement in the Wage Schedule, the Union may, within ten (10) working days from the date of the meeting, submit a grievance at Step 4 of the Grievance Procedure. If the grievance is processed through arbitration, the Arbitrator shall have no power or authority to revise the classification, but only to determine the proper placement has been made in the wage schedule in accordance with Section 1 of this Article.

ARTICLE 11

TEMPORARY ASSIGNMENTS

An employee, who upon request, based on seniority and qualifications, is temporarily assigned to a higher classification for a period of four (4) hours or more, shall be paid the rate of that classification for the period of such temporary assignment. An employee who is temporarily assigned to a lower classification shall continue to receive the rate of their original classification for the period of such temporary assignment. To be eligible for temporary assignment pay, the employee must have been assigned the responsibilities for performing the duties of the temporary assigned classification by a supervisor.

ARTICLE 12

HOURS OF WORK

Section 1. The regular work day shall consist of eight (8) hours work. A one-half (1/2) hour lunch period shall be provided, without pay, to each employee.

Section 2. The regular work schedule for full-time employees shall consist of eighty (80) hours of work within each two (2)-week payroll period.

Section 3. Employees who report late for work, who leave work early or who work overtime shall have all such hours computed for pay purposes to the nearest tenth (1/10) of an hour, including any fractions thereof.

Section 4. Employees who work on the second and third shift shall receive, in addition to their regular pay, a five percent (5%) shift premium as additional compensation for hours worked.

Section 5. Employees may take a rest break, as scheduled by their supervisor, in the first half and also a rest break in the second half of their regular shift, not to exceed fifteen (15) minutes with pay, each away from their job assignment. Employees working on the second (2nd) or third (3rd) shift may take one (1) rest break, not to exceed thirty (30) minutes. Employees who, because of work assignments made by their supervisor, do not have the opportunity to take their lunch period and/or rest breaks are to be compensated the rate of time and one-half or such lunch period and rest breaks are to be rescheduled at the option of the supervisor.

Section 6. An employee called in and reporting for overtime

work shall be guaranteed at least two (2) hours' work at the rate of time and one-half. This provision shall not apply to an employee already on premises who continues work beyond her/his regular shift. If an employee is called in to work, he/she shall receive pay, beginning with the regular starting time of the shift they are reporting to work on, provided the employee reports to work as soon as reasonably possible.

Section 7. Upon completion of an employee's probationary period, they shall be scheduled with weekends (Saturday and Sundays) off as follows:

A. Full-time: every other weekend off.

B. Part-time: every third weekend off.

All schedules shall be posted one (1) week in advance of their effective date, setting forth the schedule for three (3) weeks in each Department. No schedule shall be changed once posted unless agreed between the immediate supervisor and the employee or employees involved.

Section 8. The first shift is any shift that regularly starts at or after 4 a.m. but before 12 noon. The second shift is any shift that regularly starts at or after 12 noon but before 7 p.m. The third shift is any shift that regularly starts at or after 7 p.m. but before 4 a.m. Any shift change shall be subject to negotiations.

Section 9. For pay computation, the term one (1) year shall mean 2,080 compensated hours unless otherwise specified in this Agreement.

ARTICLE 13

OVERTIME

Section 1. Time and one-half shall be paid as follows:

- A. For all hours worked in excess of the regular scheduled eight (8)-hour day.
- B. For all hours worked in excess of the regular scheduled forty (40)-hour work week.

If overtime is required, it shall be approved by the immediate supervisor.

Section 2. Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours will be posted each payroll period, or monthly, at the option of the Employer, in a prominent place on the Union bulletin board.

Section 3. Whenever overtime is required, the person with the least number of overtime hours in that classification will be notified first, and so on down the list, in an attempt to equalize the overtime hours.

Section 4. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work shall be charged the average number of overtime hours of the employees working during that call-out period.

Section 5. Employees may elect to waive overtime equalization by exempting themselves from the overtime equalization list by signing an "overtime waiver" form. At the time the employee revokes such waiver, he/she shall be reinstated on the equalization of overtime list and charged the average hours of overtime.

ARTICLE 14

UNION REPRESENTATION

Section 1. The Union shall be represented by a Chapter Chairperson, Chapter Secretary, Chief Steward and nine (9) stewards for the purpose of Union Representation, handling complaints and grievances.

Section 2. There shall be the following stewards:

- A. First shift - one (1) steward Housekeeping;
one (1) steward Maintenance;
one (1) steward Dietary;
one (1) steward Laundry;
two (2) stewards Nursing
- B. Second shift - two (2) stewards
- C. Third shift - one (1) steward.

Section 3. Any officer or steward, when called upon by the Union or by an employee to investigate complaints or handle grievances during regularly scheduled working hours, shall notify their immediate supervisor that they are to investigate a complaint or handle a grievance, the nature of such complaint or grievance(s) if known, and the approximate time required. A steward shall handle grievances within their own area only. The supervisor shall grant the reasonable and necessary time for such duties without loss of pay or time provided that such duties need immediate attention and do not interfere with the proper functioning of the Facility.

Section 4. The Bargaining Committee, for purposes of contract negotiations, shall consist of the Chapter Chairperson, local Union President and four (4) additional members to be elected at large. Members of the Committee shall be paid at the

regular rate of pay for time spent bargaining during their regular working hours. Committee members shall have the responsibility of notifying their supervisor not less than twenty-four (24) hours before any bargaining session, provided the Committee has a twenty-four (24)-hour notice of a bargaining session.

Section 5. The Chapter Chairperson shall appoint an alternate steward in each Department to handle the complaint and/or grievance; or the Chief Steward may process the grievance at the discretion of the Chapter Chairperson. The Chapter Chairperson shall notify the supervisor within each Department concerned of the name of the alternate steward. The alternate steward may act only in the absence of the regular steward.

Section 6. The Union will timely furnish the Employer with a list of officers, stewards and members of the bargaining committee, and promptly notify the Employer of any changes.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. State of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees. Both of the parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definition. A "grievance" is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement, discharge, discipline, work rules or other terms or conditions of employment. Any grievance filed shall refer to the provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be submitted within ten (10) days from the date of its occurrence or knowledge of its occurrence.

- A. For the purposes of the grievance procedure, a day shall be Monday through Friday, and shall not include Saturday, Sunday or holidays and shall not include the day on which the grievance is presented or appealed by the Union, or is returned to it by the Employer. The representatives of the Union and the Employer shall acknowledge receipt of the grievances by signing and dating the grievance when presented or received.
- B. Any grievance not answered by the Employer within the time limits herein set forth shall be deemed settled on the basis of the Union's original demand. If post-marked within the appropriate period of time set forth in the grievance steps, such answer shall be deemed to meet the requirements of this sub-section, B.
- C. Any grievance not appealed by the Union, or where applicable, the employee, within the limits herein

set forth shall be deemed settled on the basis of the Employer's last answer.

- D. It is understood that any time limit contained in this Article may be altered by mutual agreement which shall be in writing if requested.

Section 3. Procedure.

Step 1. An employee and/or steward with a grievance shall discuss the grievance with the supervisor.

Step 2. If the grievance is not satisfactorily resolved at the discussion at Step 1, and the employee and/or the steward wish to carry the grievance further, it shall be reduced to writing and shall be submitted to the Department Head within five (5) days following Step 1.

The Department Head shall answer the grievance in writing within five (5) days from the date of receipt.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Chief Steward may submit the written grievance within five (5) days from the date of answer at Step 2 to the Administrator. After receipt of the grievance, the Administrator shall arrange a meeting with the Chief Steward to discuss the grievance within five (5) days from the date of receipt. The Department Steward and/or grievant may also attend the Step 3 meeting. The Administrator shall answer the grievance within five (5) days from the date of the meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the Chapter Chairperson may submit the grievance within five (5) days from the date of answer to Step 3 to the Social Services Board which shall arrange a meeting with the Chapter Chairperson to discuss the grievance within five (5) days from the date of receipt. The Social Services Board shall answer the grievance in writing within five (5) days from the meeting. A representative from Michigan Council #25 and/or the International may attend the hearing.

Step 5.

- (a) If the parties are unable to resolve the grievance(s) at Step 4, they shall attempt to select an arbitrator and if unable to

do so, the Union may file within thirty-five (35) days after the Step 4 answer is received with the appropriate office of the American Arbitration Association, on the form "Demand for Arbitration." Thereafter, the proceedings shall be in accordance with the rules of the American Arbitration Association.

- (b) The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement or establish or modify wage rates. The arbitrator shall make its judgment based on the terms of this Agreement. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The expenses of the arbitrator shall be shared equally between the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

Section 4. The Employer shall keep the Union advised at all times of the names and job titles of the appropriate Employer representatives the Union is to be submitting grievances at each step of the above procedure.

ARTICLE 16

DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline. The Employer agrees, upon the discharge or discipline of an employee, to promptly notify in writing the steward in the Department of the discharge or discipline.

Discipline, as used in this Agreement, shall mean any action resulting in a written reprimand up to, and including, any action resulting in loss of pay. Action which results in loss of pay shall be subject to the procedures set forth in Section 3 below. Disciplinary action not resulting in loss of pay shall be subject to the grievance beginning at Step 1. Verbal and/or written counseling reports are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Future such counseling reports shall not be used as a basis for future disciplinary actions.

Section 2. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the steward of the Department for up to one-half (1/2) hour, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the steward during said one-half (1/2) hour.

Section 3. Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a complaint shall be presented in

writing through the steward to the Employer at the Step 2 level. A complaint shall be deemed to be "presented" when delivered to the employee's Department Head.

Section 4. Use of Past Record. In imposing discipline or discharge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, except in cases of patient abuse or misuse of narcotics. The Employer further agrees not to discharge an employee for falsification of employment application after a period of two (2) years from their date of hire.

ARTICLE 17

SPECIAL CONFERENCES

Section 1. The parties agree to meet and confer on matters of clarification of the terms of this Agreement or other important matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Matters taken up in the Special Conference shall be confined to those indicated on the agenda, and it is understood that these Conferences shall not be for the purpose of conducting continuing collective bargaining or to in any way modify, add to or detract from the provisions of this Agreement.

Section 2. The Special Conferences shall be held between the hours of 9 a.m. and 4 p.m., and shall be between at least two (2) but not more than four (4) representatives of each of the two parties to this Agreement.

Section 3. The Union representatives may meet at an adequate place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding the Conference as scheduled.

Section 4. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

ARTICLE 18

SENIORITY

Section 1. Seniority shall mean the status attained by continuous length of service (meaning an employee who has not severed their employment or been terminated) on an Employer-wide basis with the Facility.

Section 2. Following successful completion of the probationary period, an employee shall be entered on the seniority list of the unit and shall rank for seniority from the last date of hire.

ARTICLE 19

SENIORITY LISTS

Section 1. Seniority shall not be affected by the race, age, color, religion, sex (including sexual harassment), sexual preference, weight, height, handicap, marital status, dependents of the employee (except as restricted by federal or state laws or regulations) or national origin.

Section 2. The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. Lists will be by part-time and by full-time employees.

Section 3. Every three (3) months, after the initial posting, the Employer shall post on the bulletin board the seniority list revised up to one (1) week prior to the date of the posting, and shall furnish the Chapter Chairperson with a copy.

Section 4. The Employer shall furnish, on a monthly basis, the existing Chapter Chairperson with a list that shall include:

- A. Names of new employees hired within the bargaining unit with their date of hire and classification.
- B. Those who have retired or severed their employment within the preceding month.
- C. All employees on an authorized leave of absence in the preceding month and the date it commenced.
- D. The names of employees transferred or promoted and the date of same.

ARTICLE 20

LOSS OF SENIORITY

An employee shall lose their status as an employee and their seniority if they:

1. Resign or quit.
2. Are discharged.
3. Retire.
4. Have been laid off for a period of time equal to the seniority that they had at the time of their last day worked, or two (2) years, whichever is lesser.
5. Are absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer. If notified by phone, it shall be followed up by written communication within three (3) days.

ARTICLE 21

SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work for the period of time they hold office as long as there is a job in the Department which they can perform. If a steward presently holding office should be laid off, the steward shall be recalled to work on the first open job in the Department which the steward is qualified to perform for the duration of the period of holding office.

In the event of a layoff, the most recent list of stewards provided by the Union shall be the determining factor.

This Article shall apply to those stewards who have a minimum of one (1) year's seniority.

ARTICLE 22

SENIORITY OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairperson, Chapter Secretary and Chief Steward of the Chapter, in the event of a layoff only, shall be continued at work for the period of time they hold office, provided they are qualified to perform any of the work available.

In the event of a layoff, the most recent list of officers provided by the Union shall be the determining factor.

This Article shall apply to those officers who have a minimum of one (1) year's seniority.

ARTICLE 23

LAYOFF

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If a layoff is determined by the Facility to be necessary, temporary employees, special part-time employees and then probationary employees will be laid off on a departmental basis first. Permanent employees may then be laid off according to seniority, by job classification as to the position being vacated.

Exceptions may be made to continue efficient operation of the Facility. If the Employer makes an exception and the Union disagrees, a grievance may be filed beginning at Step 3 of the grievance procedure.

Section 3. Permanent employees to be laid off will have at least fourteen (14) calendar days' written notice of layoff. If necessary, the notice will be sent to the last known address as it appears in the employee's personnel file. The Chapter Secretary will be provided with a written list from the Employer of the employees being laid off on the same day the notices are issued to the employees.

Section 4. Permanent part-time and full-time employees with seniority being laid off shall have the right to bump a less senior person in their classification. Permanent part-time and full-time employees with seniority being laid off shall also have the right to exercise their seniority on a Facility-wide basis by bumping into other unit job classifications provided they are

qualified to perform the job without a training period as determined by the Employer, subject to the third step of the grievance procedure. Any employee desiring to exercise their bumping rights must notify the Personnel Manager within three (3) calendar days of mailing of the notice. In exercising seniority rights under this section, full-time employees may bump part-time employees but part-time employees shall not bump full-time.

Section 5. Employees laid off shall have the next month's health insurance policy premium paid by the Employer for that policy carried by the Employer for its employees, and thereafter, the employee may continue their insurance coverage at the group rate provided the employee submits to the Employer the full premium payment prior to the first of the month, subject to any restrictions contained in the insurance agreement between the carrier and the Employer.

ARTICLE 24

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be transferred or recalled to work on a job classification basis in reverse order from the order in which they were laid off. Notice of recall shall be sent to the employee at their last reported address by telegram or certified mail. If the employee fails to notify the Employer of their intent to return within five (5) days from the date the notice is mailed and received at the employee's last known address; or within five (5) days after the notice is returned as undeliverable from the post office; and/or fails to return within five (5) days thereafter from the date of notice of intent to return, they will be considered to have voluntarily resigned. The Employer shall notify the Union if any notice is returned as undeliverable.

As jobs become available within other classifications within the Facility, and the Administrator is of the opinion that a person who has been laid off is capable of performing that job, they will be recalled in the method above specified for purposes of training for such available job.

ARTICLE 25

SHIFT AND WORK SCHEDULE PREFERENCE

Section 1. Shift preference for the purpose of changing of shifts will be granted when a vacancy occurs to an employee on the basis of seniority within the employee's classification. Employees applying for a shift change shall make the request in writing to the Department Head. Shift changes shall be made within two (2) weeks from the date the Department Head receives the request, provided a qualified replacement is available. After an employee has been transferred in accordance with the above, they shall not be eligible to request a change thereafter for six (6) months, except in proper cases exceptions may be made.

Section 2. If a vacancy occurs on the same shift which will allow an employee to change their scheduled days off, the employee shall notify their Department Head in writing of their desire to be transferred to the vacant work schedule. The senior employee within the classification may thereafter be transferred to the vacant work schedule.

ARTICLE 26

TRANSFERS

Section 1. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, they shall have accumulated seniority while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 2. The Employer agrees that in any movement of work operation not covered by this Agreement, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 27

LEAVES OF ABSENCE

Section 1. Types of Leaves. Upon fourteen (14) days' written application to the Department Head, an employee who has completed their probationary period shall be granted a leave of absence for the following reasons: The fourteen (14)-day notification period may be waived in cases of illness-type leave and/or if it would be impossible to give the full fourteen (14)-day notification.

- A. Union or Public Service Leave. Serving in an elected or appointed position for a maximum of two (2) years, limited to no more than two (2) employees at any one time.
- B. Illness Leave. Physical or mental illness verified by a physician's statement. The leave may be granted up to a maximum of six (6) months for any one illness.
- C. Family Illness Leave. Prolonged illness verified by a physician of a parent, child or a person in the immediate family residing in the same household. This leave may be granted for up to six (6) months.
- D. Educational Leave. Up to two (2) years to an employee to pursue a full-time educational program. The educational program must be in connection with work performed at the Facility.
- E. Parenting Leave. When an employee requests a parenting leave, it shall be granted as necessary, not to exceed nine (9) months. Such leave shall be extended on the attending physician's advice.
- F. Military Leave. All military leaves and the re-employment rights of employees and probationary employees shall be in accordance with all applicable laws and federal regulations. Employees who are in some branch of the Armed Forces Reserve and the National Guard will be paid the difference between their reserve pay and their regular pay with the Facility when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

G. Union Leave. Two (2) members of the Union elected to attend a function of the International Union or Council, such as conventions or educational conferences, shall be allowed time off without pay limited to forty (40) days per year for the total unit.

Section 2. Personal Leave. Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, not to exceed ninety (90) calendar days, may be granted by the Administrator upon written application by an employee.

Section 3. Except as otherwise specified, the employee shall accrue seniority while on leaves of absence granted by the provisions of this Agreement and shall be returned to an equivalent position held at the time the leave of absence was granted on the shift they left.

Section 4. Vacations, holidays, sick leave and other fringe benefits which have been earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absences.

Section 5. Approved leaves of absence will not be considered an interruption of continuous service for the purpose of eligibility for longevity, salary adjustments and/or other benefits upon return from leave of absence.

Section 6. All leaves of absence shall be without pay except as otherwise provided in this Article. If the employee desires to retain any insurance benefits they shall pay the premium therefor, except when hospitalization coverage is extended pursuant to Article 33, Section D.

Section 7. Leaves of absence may be extended by the Employer.

If granted an extension, the employee's position will not be automatically held open, but an employee on an extended leave shall accrue seniority. Upon returning from such extended leave of absence, the employee shall only be eligible for a vacant position that they can perform without a training period within the bargaining unit.

Section 8. Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within ten (10) days or shall be considered to have voluntarily quit.

Section 9. Verification of the leave status of an employee may be required by the Employer, by sending notice to the employee, at least every ninety (90) days, and if such verification is not received within ten (10) days of being requested, such employee shall be considered to have voluntarily quit.

Section 10. Upon an employee's return from any leave of absence, the Employer may require a physical examination prior to allowing the employee to return to work.

ARTICLE 28

FUNERAL LEAVE

Section 1. An employee shall be allowed forty (40) scheduled working hours, with pay, as funeral leave for the death of a spouse or child, or twenty-four (24) scheduled working hours, with pay, as funeral leave for the death of a parent, sister, brother, mother-in-law, father-in-law or a member of the employee's household. In addition, eight (8) scheduled working hours, with pay, shall be allowed an employee to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild. An employee selected to be a pall bearer for a deceased employee shall be allowed eight (8) scheduled working hours, with pay, for such funeral.

Section 2. It is understood that the hours allowed for funeral leave as specified above will not be deducted from the employee's accumulated sick leave hours.

Section 3. Such leave shall be granted only if the employee actually attends the funeral of the deceased relative. Computation of said hours shall be from the date of death of the deceased relative. Such days shall not be cumulative in the event an employee is not scheduled to work a part or all of said time.

Section 4. In the event of the death of a relative not covered in Section 1 above, an employee may use up to sixteen (16) hours of accumulated sick time to attend the funeral.

Section 5. The Facility is to be notified immediately of a death in the family and the extent of the expected absence. The Department Heads, within their discretion, may require employees

to provide appropriate verification to confirm their eligibility for the provisions of this Section. A copy of the relevant obituary and memorial or prayer card from the funeral services shall normally serve as verification as to whether the employee attended the funeral.

ARTICLE 29

SICK LEAVE

Section 1. After completion of their probationary period, all full-time employees covered by this Agreement shall accumulate four (4) sick leave hours for every eighty (80) compensated hours. Sick leave credits not used may be accumulated up to a maximum of one thousand nine hundred twenty (1,920) hours (240 days). Part-time employees, upon completion of their probationary period shall receive sick leave credits at the same rate but proportional to the number of compensated hours.

Section 2. Sick leave may be used in cases of injury, illness or contagious infection of the employee or for the serious illness or injury of the employee's immediate family. An employee absent for any of the above reasons must inform their immediate supervisor at least one (1) hour prior to their schedule time in order to be paid for the absence as sick leave except where failure to notify is due to circumstances beyond the control of the employee. The Department Head may require proof of the medical treatment if the absence is in excess of two (2) days, or it is deemed appropriate as shown by the past attendance record of the employee.

Section 3. All employees covered by this Agreement shall be allowed three (3) personal leave days (twenty-four [24] hours) per year with pay which will be taken from accumulated sick leave to be used for the purpose of attending to personal matters with at least three (3) working days' notice to the Department Head, provided such notice may be waived in the event of an emergency if

notice is given immediately to the Department Head.

Section 4. Sick leave days and personal leave days shall not be granted for any fraction of a day other than one (1) hour.

Section 5. If an employee uses less than one-quarter (1/4) of the sick leave days earned during any one (1)-year period, they shall be paid a bonus of FIFTY AND 00/100 DOLLARS (\$50.00), and one-half (1/2) of the remainder of the sick leave days earned during that period shall be cancelled and the remaining one-half (1/2) accumulated. This provision shall be at the option of the employee.

Section 6. Upon resignation or dismissal from employment, all sick leave credits shall be cancelled and shall not be reinstated or paid for. Upon death of an employee or retirement from employment upon which retirement benefits are paid, one-half (1/2) of the employee's unused sick leave days, to a maximum of eighty (80) shall be paid at the same salary rate as the employee was receiving at the time.

ARTICLE 30

HOLIDAYS

Section 1. The following holidays are recognized by the Employer:

New Year's Day	Labor Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	

Section 2. All employees who have completed their probationary period who are not required to work on the above-recognized holidays shall be paid for the holiday at their regular base rate.

Section 3. When a holiday falls within an employee's vacation period, and the employee is absent from work because of vacation, the employee will be paid for the holiday in addition to vacation, or at the employee's option, not be charged vacation time for the holiday.

Section 4. To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday, if scheduled, unless on vacation, sick leave or an approved day off.

Section 5. All employees who are required to work on the above-recognized holidays shall be paid at twice their regular base rate for such hours worked. Such pay shall be in lieu of and not in addition to holiday pay in Section 1 above, provided that in lieu of such pay, an employee may have the option of taking a day off with pay within fifteen (15) days before such holiday or thirty (30) days after such holiday, if the employee is required to work on a holiday listed in Section 1 above. Effective May 1,

1981, payment for hours worked on Easter, Thanksgiving, Christmas and New Years shall be a two and one-half (2 1/2) times the employee's regular base rate.

Section 6. To receive their birthday off with pay, the employee must request it prior to the posting of the work schedule.

Section 7. Employees who will be scheduled off with pay on one of the three following holidays, Thanksgiving, Christmas or New Year's in the following manner: Employees with the greater seniority will be given preference of choice of such holiday off, provided an employee may not schedule the same holiday off in successive years unless all less senior employees decline to take that particular holiday off. Provided this Section 7 shall be applicable only in the event adequate staff are available to cover the work load within the Department as determined in the sole and absolute discretion of the Administrator.

In the event an employee is required to work one of the holidays mentioned in this Section on what would be that employee's normal leave day, in order to accommodate this provision, then the Facility shall not schedule such employee for an additional leave day during that pay period, but rather, the employee shall work an additional day in such pay period.

ARTICLE 31

VACATION

Section 1. All employees covered by this Agreement shall earn vacation as provided in the following Schedule:

<u>Continuous Service</u>	<u>Hours Earned Per 80 Hours Compensated</u>	<u>Total Hours Each 2,080 Hours (1 Year)</u>
First Year (0 - 2,080 hrs.)	3.077	80 hours
Second Year (2,081 - 4,160 hrs.)	3.077	80 hours
Third Year (4,161 - 6,240 hrs.)	3.077	80 hours
Fourth Year (6,241 - 8,320 hrs.)	3.692	96 hours
Fifth Year (8,321 - 10,400 hrs.)	3.692	96 hours
Sixth Year (10,401 - 12,480 hrs.)	3.692	96 hours
Seventh Year (12,481 - 14,560 hrs.)	4.923	128 hours
Eighth Year (14,561 - 16,640 hrs.)	4.923	128 hours
Ninth Year (16,641 - 18,720 hrs.)	4.923	128 hours
Tenth - Fourteenth Year (18,721 - 29,120 hrs.)	5.538	144 hours
Fifteenth Year Plus (29,121 plus hrs.)	6.154	160 hours

Section 2. Vacation days may not be used before they are earned as set forth in Section 1. In no case shall any vacation be used during the first six (6) months of employment.

Section 3. An employee shall be required to use one-half (1/2) of the vacation days earned during the year. Vacation days not used may only be accumulated to a maximum of thirty (30) days and shall be deemed lost if not used.

Section 4. Part-time employees shall receive vacation credits at the same rate as outlined in Section 1, but proportional to the time actually compensated.

Section 5. Requests for vacations from Memorial Day through Labor Day shall be submitted in writing to the Department Head by April 1st and shall be made in accordance with seniority. The vacation schedule will be posted by May 1st.

All other requests for vacation shall be submitted in writing to the Department Head two (2) weeks in advance, except in proper cases, exceptions may be made. The Department Head shall answer such requests in writing within five (5) working days after receipt.

Section 6. Vacations will be scheduled in accordance with operating requirements and, as much as possible, with the written request of the employee.

Section 7. Vacations may be taken in a minimum period of one-half (1/2) day at a time to the maximum accumulation.

Section 8. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will be paid for the holiday in addition to vacation, or at the employee's option, not be charged vacation time for the holiday.

Section 9. If an employee becomes ill and is under the verified care of a duly licensed physician during the vacation, and the employee requests, the vacation will be re-scheduled in accordance with Section 5 above. In the event the incapacity continues through the year, they will be awarded payment in lieu of vacation.

Section 10. A maximum of one-half (1/2) of a vacation period earned during the year may be waived in writing by an employee and extra pay received for work during that period except in the case of Section 9 above.

Section 11. Employees will be paid at their current base rate while on their scheduled vacation.

Section 12. If an employee is laid off, retires or severs their employment, they will receive any unused vacation credit, and with one (1) week advance notice of severance, they will receive that portion accrued in the current calendar year.

Section 13. If a regular pay day falls during an employee's vacation, they will receive that check in advance, provided a written request is made for the check two (2) weeks before leaving. In the case when the pay cannot be computed in advance, the Employer will mail the check as soon as possible if requested by the employee to the address as indicated in writing.

ARTICLE 32

LIFE INSURANCE

Section 1. The Employer agrees to pay the full premium of term life insurance for full-time employees in the amount of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) and for part-time employees in the amount of FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00). Such life insurance coverage shall be effective the 1st day of the month following employment. The Employer reserves the right to change carriers.

Section 2. Employees who retire from active employment and are eligible for retirement benefits as provided by the Employer shall be provided with TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00) coverage payable to the beneficiary at the time of their ultimate death and total cost of this coverage will be borne by the Employer.

ARTICLE 33

HOSPITALIZATION - MEDICAL/DENTAL COVERAGE

Section 1. Medical Coverage.

- A. The Employer agrees to pay the full premium for health care coverage for family coverage, the plan to be Blue Cross/Blue Shield MVF-1 Master Medical Option II with ML Rider and TWO AND 00/100 DOLLAR (\$2.00) prescription drug rider for full-time employees. The Employer agrees to pay the full premium for single-subscriber coverage for health care coverage, the plan to be Blue Cross/Blue Shield MVF-1, Master Medical Option II with ML Rider and TWO AND 00/100 DOLLAR (\$2.00) prescription drug rider for part-time employees. Payroll deductions will be made for family dependents upon request. An employee shall become covered upon completion of the required forms and upon acceptance of them by Blue Cross/Blue Shield as a participant. The Employer shall pay the premium as set forth herein after the employee has satisfactorily completed the probationary period. During said probationary period, the employee shall be required to authorize deductions for premium cost. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.
- B. Employees who retire from active employment and are eligible for retirement benefits as provided by the Employer shall be reimbursed for the premium cost of a single subscriber coverage.
- C. Employees may, if they so desire, enroll in health maintenance organization coverage by Health Central, which coverage would be in lieu of Blue Cross/Blue Shield coverage. In the event that a premium of HMO coverage is greater than that which the Facility would otherwise pay for health insurance pursuant to its agreement with Blue Cross/Blue Shield, then, in that event, each individual employee, through payroll deduction, shall be responsible for the difference. HMO coverage is subject to and contingent upon approval by both Blue Cross/Blue Shield and Health Central.
- D. At the employee's option, the Facility shall continue to pay the premium on an employee's health care coverage (Blue Cross/Blue Shield or Health Central) at the same rate as specified in Section 1 of this Article when an employee is on an unpaid, approved leave of absence for that employee's own personal illness or pregnancy (not family members) subject to the following limitations and conditions:

- (1) The continuation of payment for medical coverage shall be for a maximum of eight (8) weeks from the last day in which the employee is compensated (i.e., holiday pay, sick leave pay, vacation pay, funeral leave pay, regular base pay) prior to being placed on the unpaid leave of absence status.
 - (2) No employee may exercise this option to have such health care coverage extended at the Facility's expense more than once in a twelve (12) consecutive month period.
 - (3) Prior to exercising the option for continuing health care coverage under this Section, the employee must have first exhausted all available sick leave accumulations.
- E. Employees who have hospitalization/medical insurance from another source, upon a written request, may waive their hospitalization/medical insurance and in lieu of such insurance, receive an additional TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) of life insurance in the case of full-time employees, and FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) in the case of regular, part-time employees.

Section 2. Pre-paid Dental Plan.

- A. The Employer agrees to provide a pre-paid dental plan designed to be through Delta Dental of Michigan. The description of the Plan is as follows:
- B. The Plan will consist of a SIX HUNDRED AND 00/100 DOLLAR (\$600.00) plan maximum with a fifty percent (50%) treatment cost paid by Delta Dental of Michigan on Class I and II benefits as described below. In the event Delta Dental of Michigan excludes or substantially changes any of the benefits listed herein through no action or initiative of the Employer, then the plan as referred to in the Labor Agreement and this Section shall also be altered.
- C. Full-time Employees. The Employer will pay one hundred percent (100%) of the total cost of the appropriate Plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.
- D. Part-time Employees. The Employer will pay fifty percent (50%) of the total cost of the appropriate Plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

Class I Benefits:

BASIC SERVICES: Services usually employed by dentists in evaluating existing conditions and the dental care required. By way of description, such services include: examination, consultations, diagnosis and diagnostic aids, necessary radiographs.

PREVENTIVE SERVICES: Dental procedures or technics usually employed by dentists to prevent the occurrence of dental abnormalities or disease. By way of description, such services include: prophylaxis, topical application of fluoride solution, instruction in the proper fluoride intake.

RESTORATIVE SERVICES: Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. By way of description, such services include: amalgam, synthetic porcelain and plastic restorations. Gold restorations, crowns and jackets when the teeth cannot be restored with another filling material.

ORAL SURGERY SERVICES: Extractions and all other oral surgery procedures usually employed by dentists. By way of description, such services include pre- and post-operative care.

ENDODONTIC SERVICES: Procedures usually employed by dentists for the treatment of nonvital teeth.

PERIODONTIC SERVICES: Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

Class II Benefits:

PROSTHODONTIC SERVICES: Bridges, partials and complete dentures.

- C. Full-time Employees - The Employer will pay 100% of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.
- D. Part-time Employees - The Employer will pay 50% of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

ARTICLE 34

RETIREMENT PLAN

Employees of the Facility are covered by the Municipal Employees Retirement System, Benefit Plan C-1. The Employer agrees to abide with all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

The Employer shall pay all contributions to the Municipal Employees Retirement System.

ARTICLE 35

LONGEVITY PLAN

Section 1. All full-time employees, in the active service of the Employer, shall be entitled to receive a longevity bonus for length of service with the Employer, according to the following rules and schedule of payment:

Section 2. Longevity bonus shall be computed as a percentage of the employee's wages paid for regular actual hours worked and vacation days. Wages paid shall be that wage which an employee has been paid from the anniversary date. Wages paid shall not include fringe benefits, overtime pay, holiday pay, premium pay, uniform allowance, per diem or travel allowances or other such special benefits or fees.

Section 3. Longevity bonus shall be calculated based on full-time, continuous service at the Facility, which shall mean full-time service without interruption in accordance with the rules of this Section.

- A. Continuous service shall be considered broken at any time an employee's employment with the Facility terminates, excepting that in the event an employee is placed on lay-off status for less than six (6) months, then such employee's continuous service shall not be considered to have been interrupted.
- B. Full-time continuous service shall not be considered broken during any voluntary transfer of assignments to regular part-time duty of twenty-eight (28) or less consecutive calendar days in any one (1) longevity year (November 15 to November 15).
- C. Full-time continuous service shall not be considered broken during a transfer of assignments to regular part-time duty due to a Facility lay-off of less than six (6) months in any one (1) longevity year (November 15 to November 15).
- D. In the event of a voluntary transfer of an employee

to regular part-time status in excess of twenty-eight (28) calendar days, but less than one (1) longevity year (November 15 to November 15), the year of service shall not be counted for calculating any future longevity benefits, nor shall the employee be eligible for longevity during that year.

- E. In the event of a transfer of an employee to regular part-time status due to Facility lay-offs in excess of six (6) months, but less than one (1) longevity year (November 15 to November 15), that year of service shall not be counted in calculating any future longevity benefits, nor shall the employee be eligible for longevity during that year.
- F. In the event an employee is transferred to a regular part-time status for any reason in excess of one (1) calendar year, or is transferred to special part-time status, the employee shall be considered to have had a break in full-time continuous service and any future longevity benefits will be calculated based upon the date of return to full-time regular status at the Facility.
- G. Part-time services shall not be included in the calculation of longevity benefits.

Section 4. Following completion of five (5) full years of service, each employee shall receive annual longevity payments as provided in the schedule.

Section 5. To be eligible for longevity payment subsequent to the first payment, an employee must have completed the service required for original eligibility, plus a minimum of one (1) additional year of such service for each payment.

Section 6. Longevity shall be calculated each year from November 15th. In the case of an employee in their first year of eligibility for longevity, or at the first year of a higher step in the longevity scale, the longevity shall be prorated. Proration for employees upon their initial eligibility shall be calculated by utilizing the wages earned from the employees' fifth anniversary date through November 15th, for the first year of

eligibility, and then utilizing the wages earned from November 15th to the next succeeding November 15th for years thereafter in which such employee is eligible for longevity. In the case of an employee who moves from one step on the longevity scale to a higher step, that portion of the year between November 15th and the next succeeding November 15th, which is prior to the anniversary date in which they reach the higher eligibility level, shall be calculated at the lower annual bonus percentage, and that portion of the eligibility year after the reaching of such anniversary date shall then be calculated at the higher annual bonus percentage.

Section 7. Payments to employees who become eligible to receive longevity bonus under this Article shall be paid by the first regular workday of December falling on a Monday through Friday of each year.

Section 8. Longevity Bonus Schedule.

<u>Continuous Service</u>	<u>Annual Bonus</u>
5 or more, but less than 10 years	3% of Annual Wage
10 or more, but less than 15 years	5% of Annual Wage
15 or more, but less than 20 years	7% of Annual Wage
20 or more years	9% of Annual Wage

Section 9. Employees who are eligible for longevity bonus payments and who sever employment, retire on a service or disability retirement basis or die, shall be paid on a pro-rated basis.

Section 10. No longevity payment as above scheduled shall be made for any portion of an employee's regular annual salary or wage which is in excess of TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00).

ARTICLE 36

UNION BULLETIN BOARDS

The Employer will provide a bulletin board which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices and minutes of meetings.

ARTICLE 37

JURY DUTY

Section 1. An employee who is called for jury duty shall provide their Department Head with a copy of the written jury duty notice as soon as reasonably possible upon receiving notice of such call.

Section 2. If an employee serves on jury duty during days when the employee would normally be scheduled to work, the Employer will compensate the employee their straight time pay for all time missed, conditioned upon the employee turning in to the Personnel Department any jury fees, excepting travel and other court provided expense payments, when received by the employee for those days. The employee will be expected to return to work upon completion of jury duty for the day, provided there is at least one and one-half (1 1/2) hours remaining in their scheduled work day.

Section 3. If the employee is called, the Department Head shall attempt to arrange for an exchange of shifts in the event said employee called for jury duty is working on a shift other than the day shift, and a presently-employed day shift Union member agrees to the exchange of shifts. Qualifications for work assignments shall be determined by the Department Head.

ARTICLE 38

WORKER'S DISABILITY BENEFITS

Section 1. Each employee will be covered by the applicable Worker's Disability Benefit laws and the Employer agrees that an employee eligible for such benefits shall have the right to make up the difference between the statutorily prescribed benefits and their regular weekly income to be deducted from their accumulated sick leave and/or accumulated vacation at the employee's option until said sick leave and/or vacation shall have been used.

Section 2. The Employer will continue to provide health insurance, dental insurance and life insurance benefits as provided herein to each employee at the Employer's expense for the first year during which an employee is actually receiving statutorily prescribed benefits; provided, however, the Employer shall be responsible only for the group rate premium.

ARTICLE 39

COMPUTATION OF BENEFITS

Section 1. Hours Worked. All hours paid to an employee, excluding overtime, shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except as otherwise provided by this Agreement.

Section 2. Hours Compensated. For the purposes of calculating an employee's probationary period, vacation accumulations and sick leave accumulations, the term "hours" shall be based on hours compensated, i.e., hours for which an employee receives wages, vacation pay, holiday pay, funeral leave pay, sick leave pay, jury duty pay or pay while on an approved leave of absence (but not worker's compensation benefits).

ARTICLE 40

COMPUTATION OF PAYROLL AND PAYDAY

Payroll shall be computed from 11:00 P.M. Saturday until 11:30 P.M. Saturday over a two (2)-week, fourteen (14)-day period and paid as follows:

All employees may pick up their checks in the Personnel Office on Thursday and Friday from:

7:30 - 8:30 A.M.

2:30 - 4:00 P.M.

All checks remaining at 4:00 P.M. on Friday will be mailed. In the event a holiday falls on Thursday, the checks will be handed out on Wednesday.

ARTICLE 41

MISCELLANEOUS

Section 1. Successor Clause. This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

Section 2. Headings. The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

Section 3. Savings Clause. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the invalidity of the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE 42

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect through April 30, 1986.

Section 1. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same.

Section 2. 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 sixty (60) days' written notice prior to the current year's termination date.

Section 3. If notice of amendment of this Agreement has been given in accordance with the above provisions, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

Section 4. 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, but the Agreement shall not be subject to termination or re-opening prior to the period immediately preceding May 1, 1986, as specified above.

Section 5. 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 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to 3860 Dobie Road, Okemos, Michigan 48864; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 43

COMPENSATION

Section 1. Effective from May 1, 1984.

<u>Pay Grade</u>	<u>Class</u>		<u>Start</u>	<u>Permanent After Probation</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>
			(0-520)	(521- 2080)	(2081- 4160)	(4161- 6240)	(6241- 8320)
I	Hskp., Dietary Linen	Hourly Yearly	4.37 9089.60	4.40 9152.00	4.51 9380.80	4.95 10296.00	5.16 10732.80
II	Nurse Attend.	Hourly Yearly	4.46 9276.80	4.56 9484.80	4.72 9817.60	5.16 10732.80	5.37 11169.60
III	Cook, Wash., Machine	Hourly Yearly	4.61 9588.80	4.82 10025.60	5.03 10462.40	5.47 11377.60	5.68 11814.40
IV	Maintenance Pt. Acct. Pt. Aides	Hourly Yearly	4.77 9921.60	4.98 10358.40	5.18 10774.40	5.62 11689.60	5.83 12126.40
V	T. A. Specialist	Hourly Yearly	5.80 12064.00	6.01 12500.80	6.21 12916.80	6.53 13582.40	6.74 14019.20

Section 2. Effective from May 1, 1985.

<u>Pay Grade</u>	<u>Class</u>		<u>Start</u>	<u>Permanent After Probation</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>
			(0-520)	(521- 2080)	(2081- 4160)	(4161- 6240)	(6241- 8320)
I	Hskp., Dietary Linen	Hourly Yearly	4.50 9360.00	4.53 9422.40	4.65 9672.00	5.10 10608.00	5.31 11044.80
II	Nurse Attend.	Hourly Yearly	4.59 9547.20	4.70 9776.00	4.86 10108.80	5.31 11044.80	5.53 11502.40
III	Cook, Wash., Machine	Hourly Yearly	4.75 9880.00	4.96 10316.80	5.18 10774.40	5.63 11710.40	5.85 12168.00
IV	Maintenance Pt. Acct. Pt. Aides	Hourly Yearly	4.91 10212.80	5.13 10670.40	5.34 11107.20	5.79 12043.20	6.00 12480.00
V	T. A. Specialist	Hourly Yearly	5.97 12417.60	6.19 12875.20	6.40 13312.00	6.73 13998.40	6.94 14435.20

Section 3. Based on previous experience, the Employer may hire new employees at a rate over the starting rate for the classification, but not to exceed the one (1)-year rate.

Section 4. All employees who are receiving a rate of pay over and above the hourly wage in their pay grade shall be placed in a red circle rate until such time as the hourly wage in their pay grade equals or exceeds their red circle hourly rate.

ARTICLE 44

WEEKEND PREMIUM

Employees who perform work on Saturday or Sunday shall be paid in addition to their regular pay, the sum of THIRTY-FIVE CENTS (35¢) per hour for each hour worked during the weekend period. The weekend premium shall only apply to hours actually worked and shall be added after all other compensation premiums, including overtime, has been computed.

ARTICLE 45

COST OF LIVING

Section 1. Full-time employees shall be eligible to receive a cost of living supplement of ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$125.00), paid the fifteenth (15th) day of May, August and November, 1984 and the fifteenth (15th) day of February, May, August and November, 1985 and the fifteenth (15th) day of February, 1986.

Section 2. The supplement will be paid in full to all eligible employees who have been continuously employed and compensated for the entire three (3)-month eligibility period and who are employed on the day the payment is made, except that a deduction from this amount shall be made for each work day the employee has not been compensated. This deduction shall be made by first dividing the total number of work days into the entire supplement amount to arrive at a per diem cost-of-living allowance for the three (3)-month period, and then subtracting the single per diem cost-of-living allowance for each day during which the employee has not been entitled to the day's wages or more than fifty percent (50%) of the full day's wages. For example, per diem deductions shall be made for all work days of unauthorized absence and all work days of approved unpaid leave. The Employer reserves the authority to waive its right to make per diem deductions without establishing a past practice.

Section 3. Part-time employees shall be eligible for a cost-of-living supplement at one-half (1/2) the rate specified in the same manner as specified above.

Section 4. Special part-time, temporary and probationary employees shall not be eligible to receive such supplementary compensation.

ARTICLE 46

PATIENTS' RIGHTS

Section 1. Rights. The rights of the Facility patients as established by the Michigan Public Health Code, and adopted by the Ingham County Board of Social Services, are recognized by the Facility and the Union, and further, it is acknowledged that such rights shall be a paramount consideration in the operation of the Facility and in relation to any conflicting right of the Facility's staff and employees.

Section 2. Abuse. It is specifically recognized that Michigan law prohibits physical, mental or emotional abuse, mistreatment or harmful neglect of the Facility's patients, and further, that the law requires the Facility's employees to immediately report any of the foregoing to the Administrator or Director of Nursing. Upon receipt of a report of an alleged mistreatment of a patient, a thorough investigation shall be conducted. If an alleged mistreatment of a patient is founded, the Facility shall immediately discipline or discharge the responsible employee.

EFFECTIVE DATE AND SIGNATURE

THIS AGREEMENT shall be deemed effective at 12:01 A.M. May 1, 1984, excepting employees who voluntarily or involuntarily terminate their employment prior to August 21, 1984, will not receive salary or benefits retroactively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 9th day of OCTOBER, A.D., 1984.

IN PRESENCE OF:

[Faint handwritten signatures]

INGHAM COUNTY SOCIAL SERVICES BOARD

BY Mary L. Olson
Vice President
BY David E. Vanderveer

Aileen L. Doyle
Patricia K. Meyers

MICHIGAN COUNCIL 25
AFSCME AFL-CIO

BY David W. Zentgraf
BY Kyler J. Tracy

NURSING TREATMENT POLICY

August, 1976

The following treatments are the responsibility of a Licensed Professional Nurse:

1. Intravenous medication and fluids
2. Hypodermoclysis
3. Intramuscular and subcutaneous injections
4. Insertion of Nasal Gastric tubes
5. Nasal Gastric Tube feedings
6. Insertion of catheters
7. Bladder irrigations
8. Wound irrigations
9. Nasal and Pharyngeal suctioning
10. Intermittent positive pressure treatments
11. Tracheotomy suctioning and care
12. Removal of sutures as ordered by the physician
13. Instillation of medications into body cavity
14. Administration of medications - including eye drops
15. Complete Care of Stage III and IV decubitus ulcers ---

Stage III decubitus ulcer

Deep area without necrotic center requiring cleansing, ointments and sterile dressing. Observation for edema, cellulitis or infection.

Stage IV decubitus ulcer

Deep area with layer of necrotic tissue requiring cleansing, ointments and sterile dressings. Assess healing or need for debridement and the effectiveness of present Rx.

16. Recent post-op Cataract surgery dressings and eye drops
17. Operative incision care

18. Thoracotomy dressings
19. Recent post-op Colostomy and ileostomy dressings
20. Recent post-op Cystotomy care
21. Administration of O₂
22. Blood pressures

NURSING ATTENDANT RESPONSIBILITIES

A. SKIN CARE

Excoriated areas and minor rashes requiring cleansing, air drying and simple application of topical preparations.

Simple soaks.

B. DECUBITAL CARE

Stage I Reddened areas without break in skin, needing cleansing, massage and air drying.

Stage II Superficial skin break with reddened areas requiring cleansing, massage and air drying.

NOTE: In the event of a dispute over decubitus level, the physician will have the final word.

C. SIMPLE TREATMENTS as prescribed by the patient care plan after initial assessment by the nurse in charge, such as:

Routine colostomy care

Routine cystotomy care

Douches

Enemas

Temperature - Pulse - Respiration

Obtaining, monitoring and care of O₂ equipment.*

Suppositories

Duly instructed Nursing Attendants at the Ingham County Medical Care Facility can insert routine rectal suppositories to initiate a bowel evacuation, except in the following instances:

1. Disease of the rectal area;
2. Recent rectal surgery (normally three months);
3. Suppositories containing medication other than for defecation;
4. Patients demonstrating abdominal pain.

*O₂ equipment is potentially dangerous and should be handled only by those trained and able.

LETTER OF AGREEMENT

The Ingham County Medical Care Facility (hereinafter referred to as the "Employer"), acting through the Ingham County Board of Social Services, and the Ingham County Medical Care Facility Employees, Chapter of Local #2762, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), agree as follows:

1. Newly hired employees and employees previously hired with designated weekends, or those employees who request, may be given work schedules on a rotating basis pursuant to Article XII, Hours of Work, Section 7; however, a weekend may be defined as Friday and Saturday or Sunday and Monday.
2. It is expressly understood and agreed that the use of Fridays and Saturdays and Sundays and Mondays as a weekend is within the sole discretion of the Employer, who may initiate and/or discontinue the practice at any time. Employees who terminate their probationary period prior to May 18, 1981, may not be placed into a Friday - Saturday or Sunday-Monday weekend schedule unless they desire the change.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on this 9th day of OCTOBER, A.D., 1984.

IN THE PRESENCE OF:

INGHAM COUNTY MEDICAL CARE FACILITY

By Mary L. Olson

By David E. VanleVone Amy

INGHAM COUNTY MEDICAL CARE FACILITY EMPLOYEES' CHAPTER OF LOCAL #2762, AFFILIATED WITH MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Aileen L. Dyer
Patricia K. Meyers

By David W. Fenley
Myrtle L. Tracy

LETTER OF AGREEMENT

RE: FEDERAL OR STATE EMPLOYMENT PROGRAMS

It is hereby agreed between the Ingham County Medical Care Facility, acting through the Ingham County Board of Social Services, and the Ingham County Medical Care Facility Employees' Chapter of Local #2762, affiliated with Michigan Council #25, AFSCME, AFL-CIO, that in regard to the Federal or State employment program participants:

1. Program participants will be treated in all ways equal to regularly funded employees unless such Federal or State employment programs' rules and regulations require different treatment.
2. If the Federal or State employment programs' rules and regulations require different treatment, the Employer will notify the Union and arrange a special conference to discuss the matter, before any action inconsistent with the general provisions of this Agreement is taken.
3. This Letter of Agreement shall supplement the terms and conditions of the Agreement between the parties, dated May 1, 1984.

IN THE PRESENCE OF:

FOR THE EMPLOYER:

By Mary L. Olson
By David E. Wade Vice Pres
By _____

Aileen L. Doyle
Patricia K. Meyers

FOR THE UNION:

By David W. Tenney
By Phyllis J. Lundy
By _____

Dated this 9th day of OCTOBER, A.D., 1984.

LETTER OF AGREEMENT

In Regards To

ELIMINATION OF FREE LUNCHESES
AND SIMILAR MID-SHIFT MEALS

The INGHAM COUNTY MEDICAL CARE FACILITY, (hereinafter referred to as the "Employer"), by the Ingham County Social Services Board, and the INGHAM COUNTY MEDICAL CARE FACILITY EMPLOYEES' CHAPTER OF LOCAL #2762, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"), agree as follows:

1. The Employer will eliminate free lunches and similar mid-shift meals to AFSCME unit members as of January 1, 1977.
2. Vending machines or an alternate food supply system shall be made available for AFSCME unit members to purchase lunches and similar mid-shift meals.
3. Free coffee will be provided AFSCME unit members during lunches or other similar mid-shift meals unless agreed by the parties.

DATED this 9th day of OCTOBER, A.D., 1984.

IN PRESENCE OF:

INGHAM COUNTY SOCIAL SERVICES
BOARD

By Mary L. Olson

By David E. Valo Vwa Olu

MICHIGAN COUNCIL #25 AFSCME, AFL-CIO

By David W. Henshaw

By Phyllis J. Tracy

Aileen L. Doyle
Patricia K. Meyers

ABSENTEEISM POLICY

OBJECTIVE

Eliminate Excessive Absenteeism

STATEMENT

An employee who demonstrates either a pattern or abuse of sick leave and/or tardiness will be subject to progressive, corrective discipline as follows:

ABSENTEEISM

- A. Verbal Warning
- B. Written Reprimand
- C. Suspension equalling three work days without pay
- D. Possible Termination

TARDINESS

- A. Verbal Warning
- B. 1st Written Warning
- C. 2nd Written Warning
- D. Two-day suspension
- E. Possible Discharge

For clarification purposes, the following are examples of patterns of abuse of sick leave and/or tardiness which have been noted, but are not intended to be all inclusive.

1. Pattern or repeated absences in conjunction with scheduled days off duty.
2. Pattern or repeated absence on week-ends on which the employee is scheduled to work, i.e., Friday, Saturday and/or Sunday.
3. Pattern or repeated absence in conjunction with holidays the employee is scheduled to work.
4. Pattern or repeated tardiness.

PROCEDURE

It will be the responsibility of the Department Supervisor to provide counselling of a positive, corrective nature to the employee in an attempt to alleviate the problem without the necessity to impose the actions as outlined.

Following the receipt of a written reprimand, the employee may be required to present a doctor's statement for each absence until they have a three-month period without any absences. This documentation from their attending physician must include his stated authorization for all days of work missed and a statement to the effect that the illness if not contagious and would not affect the employee's ability to return to work. Without the aforementioned statements, the physician's verification will not be accepted. This is for the safety and concern of the employee as well as for the Facility. These doctors' statements will then become a part of the personnel file.

After one year from the date of any disciplinary action as mentioned previously, all reference to it will be removed from the employee's record.

LETTER OF AGREEMENT
BETWEEN THE INGHAM COUNTY
BOARD OF SOCIAL SERVICES
AND LOCAL 2762 OF MICHIGAN COUNCIL #25,
AFSCME, AFL-CIO

WHEREAS, the Ingham County Board of Social Services (hereinafter referred to as "Board") and the Ingham County Medical Care Facility Employees' Chapter of Local #2761, affiliated with Michigan Council #25, American Federation of State, County and Municipal Workers, AFL-CIO (hereinafter referred to as "Union"), have entered a contract for certain employees of the Ingham County Medical Care Facility, effective May 1, 1984 through April 30, 1986; and

WHEREAS, pursuant to Section 5 of Article 12, Hours of Work, an employee's supervisor has the option of authorizing time and one-half compensation or re-scheduling any missed lunch periods or rest breaks; and

WHEREAS, the parties desire to clarify the Board's implementation procedures as to Section 5 of Article 12, Hours of Work, as it relates to employees who miss their lunch or rest break.

NOW, THEREFORE, it is hereby AGREED that for an employee to qualify for compensation at the rate of time and one-half for having missed a lunch period or rest break, such employee shall notify his or her supervisor at the earliest opportunity that the employee, because assignments made by the supervisor, knows he or she will or has been forced to miss their scheduled lunch or rest break.

INGHAM COUNTY MEDICAL CARE FACILITY
EMPLOYEES' CHAPTER OF LOCAL 2762,
MICHIGAN COUNCIL #25, AFSCME,
AFL-CIO

Dated: 9-25-84

By Phyllis J. Tracy

Dated: OCTOBER 9, 1984

By David W. Pennington

INGHAM COUNTY BOARD OF SOCIAL
SERVICES

Dated: SEPTEMBER 27, 1984

By Mary L. Olson
Mary L. Olson, Chairperson

LETTER OF AGREEMENT
BETWEEN
INGHAM COUNTY MEDICAL CARE FACILITY
AND
INGHAM COUNTY MEDICAL CARE FACILITY EMPLOYEES
CHAPTER OF LOCAL #2762
MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

IT IS HEREBY AGREED between the above-captioned parties that Nancy Lange shall be permitted to continue insurance benefits under Article 38 of the prior Collective Bargaining Agreement between the parties which was effective from May 1, 1980 through April 30, 1984, and was executed May 18, 1981, provided she continues to remain off work and is receiving statutorily prescribed workers' compensation benefits, and otherwise meets any eligibility requirements for such insurance continuation under the noted prior agreement.

This agreement shall be notwithstanding the one (1)-year maximum continuation limit in Article 38 of the current agreement between the parties, which is effective from May 1, 1984.

FOR THE UNION:

Phyllis J. Tracy
Patricia K. Meyers
Deborah L. Doyle
David W. Zeschky

FOR THE EMPLOYER:

Mary L. Olson
David E. VonderVere Olson

Dated this 9th day of OCTOBER, A.D., 1984.

