

1538

2/28/93

AGREEMENT

Between

JACKSON COUNTY DEPARTMENT OF SOCIAL SERVICES BOARD

JACKSON COUNTY MEDICAL CARE FACILITY

and

JACKSON COUNTY MEDICAL CARE FACILITY

EMPLOYEES UNIT LOCAL 139

affiliated with

INTERNATIONAL UNION OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES AND COUNCIL #25 AFL-CIO

FROM 1/1/91 THRU 2/28/93

Jackson County Medical Care Facility

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AGREEMENT

This agreement entered into on this 21th day of October, 1991, between the Jackson County Medical Care Facility at 1715 Lansing Avenue, Jackson, Michigan (hereinafter referred to as the "EMPLOYER") and Local #139 Jackson County Medical Care Employees Unit, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25 AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from this meaning, but are for reference only.)

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

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

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

1. RECOGNITION - Employees covered

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 employees of the Employer excluding Registered Nurses, Licensed Practical Nurses, Doctors, Office Clerical Employees, Ward Clerks, Operating Engineers and Maintenance, and Supervisors as defined in the Act.

2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. UNION SECURITY.

(a) The Jackson County Department of Social Services Board and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief, or membership in a Union, nor shall the Jackson County Department of Social Services Board, or the Union or its agents, or its members discriminate against any employee because of his exercising his rights, under the Act.

(b) It is the intent of this Agreement to make a legal provision for the voluntary payment by all members of the Bargaining Unit of a representative fee or for voluntary Union membership as they shall choose. The Jackson County Department of Social Services Board and the Union agree that they will not discriminate against any employees as set forth in (a) in regard to hire terms or conditions of employment in order to encourage or discourage membership in the Union.

(c) Present employees who are members of the Union shall be deemed to be continuing members subject to the provisions of this Agreement and shall, if they desire, remain members for the duration of this Agreement. Employees not members of the Union on the effective date of this agreement may become members if they desire and they may file an agreement for check-off dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The Union will accept into membership all employees who are subject to the provisions of this Agreement who apply for the same and tender dues and fees as uniformly required as a condition of the membership.

(d) Employees covered by this Agreement, who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues required for membership, commencing thirty-one (31) days following the beginning of their employment in the Unit, and such conditions shall be a condition of employment for the duration of this Agreement.

4. UNION DUES AND INITIATION FEES.

(a) On or before the 31st day following the beginning of employment, or thirty-one (31) days from the time this Agreement is executed, whichever is later, each employee covered by this Agreement shall decide whether or not to apply for membership in the Union by executing membership and dues authorization cards as may be required by the Union or not to apply for membership; meaning, in which event, employee may execute the representation fee authorization check-off card hereinafter referred to or the regular union membership card, also hereinafter referred to or shall pay monthly, union dues or the representation fee.

(b) The Jackson County Department of Social Services Board shall commence deduction of the Union membership fees and dues as authorized by the employee or the deduction of the representation fee assessed against its members on a uniform basis, payment of which shall be a condition of continued employment. Employees shall either remain members of the Union for the duration of this Agreement, or in lieu thereof, shall pay the representation fee as a condition of continued employment. Deductions for any calendar month shall be remitted to such address as designated, or if none, to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with a list of the names and amounts deducted from all employees from whom deductions have been made, no later than the 10th day of the month following.

(c) Employees who fail to remain members of the Union or in the alternative fail to pay the representation fee, shall be discharged by the Jackson County Department of Social Services Board, within thirty (30) days from the receipt of written notice to the Jackson County Department of Social Services Board, and the employee from the Union, unless the Jackson County Department of Social Services Board is otherwise notified by the Union in writing within such period that such default has been rectified.

(d) This provision with respect to Union Membership shall in no way affect the Jackson County Department of Social Services right with respect to exercise of the provisions of this contract as they relate to the retention or termination of the employees, including probationary employees, as long as such employees as may be required hereunder maintain Union membership or pay the representation fee. The Employer will furnish the Union a list of all new hires or change of status following the end of the month.

(e) In the event of amendment to the existing laws or change in court rulings which would authorize other forms of Union Security Agreements for public employees in this State, either party may give notice to the other party of a desire to negotiate a provision with respect thereto, and both parties agree to meet within fifteen (15) days from the date of receipt of such notice and to negotiate on substitute or amended Union Security provisions as may be allowed by law.

Nothing in the Collective Bargaining Agreement shall be deemed to bar such amendment of negotiation, or other action to enforce such right to amendment; however, all of the other provisions of the Agreement shall remain in full force and effect irrespective of whether the parties agree or disagree on a new Union Security Agreement.

5. UNION REPRESENTATION

(a) 1. Employees shall have the right to be represented by Stewards or alternates. The Stewards and their alternates shall be designated in writing to the Employer. There will be a limit of not more than one Steward for each department. Departments are considered to be Laundry/Housekeeping/Dietary and Nursing. First Shift - two (2) stewards; Second shift - two (2) stewards; and Third shift - one (1) steward.

2. The Stewards shall report to their Supervisor when they leave their job for the purpose of investigating and presenting grievances, and they shall report to their Supervisor when they return. If a steward cannot be relieved upon request, the steward shall be excused at the earliest possible time within his/her shift after proper arrangements have been made, but no later than one hour after request.

3. Stewards will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or are attending Employer scheduled meetings.

4. Bargaining Committee. Employees shall be represented in negotiations by a Bargaining Committee of five (5) employees of the Employer of which the Jackson County Department of Social Services Board agrees that it will pay three (3) employees for time lost from regular work.

(b) Union members elected or appointed to attend Union functions shall be excused from work without any loss of pay or benefits. Members who are to be excused shall submit, three (3) days in advance, a letter giving the dates and how many working days will be missed. This letter will be signed by the President/Secretary of Local #139. Jackson County Medical Care Facility will be reimbursed for time lost by members by the Union.

The Union agrees to hold free and indemnify Jackson Medical Care Facility against any damages or liability claim which may arise out of the travel or activities of such elected or appointed Union members during such excused time.

6. EMPLOYER'S RIGHTS AND RESPONSIBILITIES

1. The Employer hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States. The management of the business of the Employer is vested exclusively in it and the Employer reserves to itself all management functions, including but not limited to the full and exclusive control of the content and work and the direction and supervision and the operation of its business and of the employees of the Jackson County Medical Care Facility. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or discharge for just cause; to establish classification, lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules; to establish overtime hours to be worked; to decide on functions to be performed; to establish methods of recording work hours of employees; to establish standards of quality, all of which shall be subject to and be in conformity with the applicable express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the Employer. Any powers or authority of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

2. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down, or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in or authorize its members to engage in any such action or interfere with the services rendered by Jackson County Medical Care Facility employees. This restriction shall apply to the Employer and the Union even though all steps of the grievance and arbitration procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the Employer and any of its employees. The grievance and arbitration procedure will be the final method of disposing of any such dispute between the parties and lockouts, strikes or other economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

7. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Unit Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Local, the Union Staff Representative, and two (2) representatives of the Employer and outside Employer representative, unless the number of representatives in attendance is increased by mutual agreement of the parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The members of the Union shall not suffer loss of time or pay for time spent in these conferences if such conferences are held during regularly scheduled work hours.

8. GRIEVANCE PROCEDURE

(a) Intent. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation, or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.

(b) Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review.

(c) Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written request of the Union.

(d) Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.

(e) Working Day Definition. Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding Holidays.

(f) Retroactive Payment of Wages. Any grievance relating to payment of wages shall go back to the pay period preceding the filing of the grievance.

(g) Meetings Concerning Grievances. The Union shall meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union members and representatives shall attend such meetings with pay.

(h) Attendance by Grievant(s) at Grievance Meeting. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

(i) Grievance Procedure.

STEP 1

1. Oral Presentation of Grievance to Immediate Supervisor or Director of Nursing. An employee having a grievance shall present it, with the Steward, orally to his/her

immediate supervisor, or Director of Nursing or Assistant Director of Nursing where the grievance involves the Nursing Department, within five (5) working days from the knowledge of its occurrence. The immediate Supervisor, Director of Nursing or Assistant Director of Nursing shall have two (2) working days to respond to the grievance or the Union may submit the grievance in writing. Failure of immediate Supervisor to respond to the grievance shall not be considered a default under Article 8 (b).

2. Written Presentation of Grievance to Department Head or Director of Nursing. If the grievance is not settled orally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the employee's department head or Director of Nursing within five (5) working days from the date of receipt of the supervisor's response to the original oral grievance.

3. Written Response to Grievance by Department Head or Director of Nursing. The department head or Director of Nursing shall respond to the grievance in writing within five (5) working days following the date of presentation of the written grievance.

STEP 2.

1. Written Presentation of Grievance to Administrator. If the grievance is not settled at Step 1, and the Union or the employee wishes to proceed further with the grievance, they may submit a signed written appeal to the Administrator within five (5) working days from the date of receipt of the department head or Director of Nursing's written response.

2. Hearing and Written Response to Grievance by Administrator. The Administrator shall respond to the grievance by conducting a hearing with the Chapter Chairperson and grievant within five (5) working days following the date of presentation of the written appeal. A written response shall be made by the Administrator to the grievant and Chapter Chairperson within five (5) working days from the date of the hearing.

STEP 3.

1. Written Presentation of Grievance to Jackson County Department of Social Services. If the grievance is not settled at Step 2, and the Chapter Chairperson wishes to proceed further with the grievance, the Chapter Chairperson may submit a signed written appeal to the Jackson County Department of Social Services Board within ten (10) working days from the date of receipt of the Administrator's written response. The parties may mutually agree to waive Step 3.

2. Meeting to Discuss Pending Grievance. At least two (2) representatives of the Jackson County Department of Social Services Board, two (2) representatives of the Union and the grievant shall meet at a mutually agreeable time within ten (10) working days of the date of receipt by the Jackson County Department of Social Services Board of the written appeal, except that, in matters not relating to suspension or discharge, at least five (5) grievances which have been submitted to Step 3 shall be accumulated before the convening of the Jackson County Department of Social Services Board. No grievance shall be held more than three (3) months, however, before convening the Board to hear the grievance.

3. Mutual Decision. A mutual agreement in writing may be given within ten (10) working days of the meeting.

4. Jackson County Department of Social Services Board's Decision. In the event that a mutual decision cannot be reached, the Jackson County Department of Social Services Board shall respond in writing within ten (10) working days of the meeting.

STEP 4.

1. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

2. Settlement of Matter Submitted to Arbitration. The Union and Employer shall have full authority to settle any matter subject to arbitration before, during or after the matter has been submitted, and the employee will be bound thereby, provided that the Union has fulfilled its duty of fair representation.

3. Notice of Intent. Notice of intent to submit to arbitration shall be given within ten (10) working days from the end of Step 3. The parties shall have five (5) working days thereafter to attempt to select a mutually agreed to arbitrator.

4. Demand for Arbitration. If the parties do not agree on an arbitrator within five (5) working days after receipt of the Notice of Intent, a demand for arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days after said five (5) working day period. The matter shall thereafter be handled in accordance with the rules and procedures of the American Arbitration Association.

5. Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.

6. Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union, and may be enforced by a Circuit Court of competent jurisdiction.

7. Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision.

8. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer. All other expenses shall be borne by the individual parties.

9. COUNSELLING

1. Counselling is not a disciplinary action, but rather a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counselling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counselling and proceed to a disciplinary hearing.

2. Management will develop a counselling form which may be used by the supervisor for counselling and if used will be signed by the supervisor and the employee. The employee may request a copy of the form.

10. DISCIPLINE

(A) Purpose of Discipline. The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior.

(B) Disciplinary Hearings.

1. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the employee affected shall have an opportunity to participate in a disciplinary hearing.

2. Notice of Hearing. The department head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

3. Steward Present at Hearing. The respective Union steward shall attend the disciplinary hearing.

4. Conduct of Hearing.

a) Disciplinary hearings shall be conducted in private and in a manner that will not embarrass the employee.

b) The employee must receive an explanation of the charges against him/her as well as the known facts surrounding the incident.

c) The employee may give arguments or explanations concerning the charges made if he/she so desires.

5. Employee Refusal to Participate in Hearing. If an employee refuses to participate in, or fails to attend, a disciplinary hearing, the employee shall be notified in writing of the charges and disciplinary action decided upon.

6. Notice of Disciplinary Action. As soon as possible after the hearing, the employee and the Steward shall be notified of the disciplinary action taken (if any) in writing, and his/her rights of appeal.

(C) Factors to be Considered When Determining Disciplinary Action.

1. Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of the employee. Most offenses, however, do not require immediate discharge. While there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered:

a) The seriousness of the offense;

b) The employee's disciplinary and work record (the Employer shall not take into account any work rule violations incurred more than one (1) year previously unless the discipline to be imposed is for absenteeism or tardiness, in which case past discipline for absenteeism or tardiness incurred up to two (2) years previously may be considered beginning July 3, 1983);

c) The employee's length of service;

d) Circumstances surrounding the incident that are either mitigating or aggravating;

e) An absence caused by the reoccurrence of a job related injury, which reoccurrence results in a disabling condition, shall not be counted for disciplinary purposes. Where circumstances warrant, the Employer may require a medical verification and place employees on a proof-required status.

2. Conference with Administrator. Before a department head shall decide upon a disciplinary action for an employee he/she shall confer with the Administrator.

(D) Types of Disciplinary Action.

1. Generally. Disciplinary actions fall into the several categories following. The sequence of disciplinary action listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

2. Oral Warning. An informal means by which a department head calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counselling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the department head and included in the employee's personnel file. A copy of the written record shall be provided to the employee and the Chapter Chairperson.

3. Written Warning. A formal means by which a department head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more serious penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

4. Suspension. The action temporarily suspends an employee from employment with the Jackson County Department of Social Services Board and from being paid by the Jackson County Department of Social Services Board for a definite period of time. The Administrator shall review the proposed suspension of Jackson County Department of Social Services Board employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:

- a) Loss of pay for the time period specified;
- b) Employee may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reason for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

5. Discharge. This action permanently removes the employee from employment with the Jackson County Department of Social Services Board. The Administrator shall review the proposed discharge of Jackson County Department of Social Service Board employees for work rule violations or unsatisfactory job performance. Before being discharged, the employee shall be given a written memorandum or letter specifying the reasons for discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

6. Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and the employee affected and submitted to the Administrator at Step 2 within five (5) working days from the date of such disciplinary action.

11. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which seniority entitled him, and a written notice of his claim is filed within five (5) days of its knowledge of the time the Employer first failed to give him such work, the Employer will reimburse him for earnings he lost through failure to give him such work.

12. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less Unemployment Compensation, wages earned, or earnings from other jobs or employment during that period. Wages earned during the back pay period will not, however, be reduced by continued earnings from a secondary Employer with whom the employee was employed while simultaneously working for the Facility. This exception shall apply, however, only to the level of average earnings from the secondary Employer during the months immediately preceding the employee's severance of employment from the Facility.

13. SENIORITY - PROBATIONARY EMPLOYEES

(a) Probationary Period. Employees shall not have seniority status until after successfully completing a sixty (60) working day probationary period which shall be accumulated within not more than 180 calendar days from the date of hiring. A temporary employee who has worked more than 1800 hours in the year immediately preceding becoming a probationary employee shall begin his probationary period at the "after probation" pay rate.

(b) Extension of Probationary Period. The probationary period may be extended once for not more than thirty (30) working days from the mutual written agreement of the Employer and employee affected. The Union shall be provided a copy of each such agreement by the Employer.

(c) Union Representation During Probationary Period. The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.

(d) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, provided however, that probationary employees subject to discharge and discipline or layoff shall not be entitled to use the grievance procedures except with respect to violation of State or Federal laws or with respect to health or safety measures.

(e) Seniority shall be in accordance with the employee's last date of hire with the Medical Care Facility.

14. SENIORITY LISTS

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

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority and shall be placed at each nurse's station and on every department's bulletin board.

(c) The Employer will keep the seniority list up to date and will provide the local Union membership and the Council up-to-date copies at least semi-annually, following the months of June and December of each year.

15. LOSS OF SENIORITY.

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

1. He quits or retires.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. If he does not return to work when recalled from layoff, as set forth in the recall procedure.
5. Return from sick leave, vacations and leaves of absence will be treated the same as (4) above.

16. SHIFT PREFERENCE (Temporary)

In a classification from which the temporary shift is to be made, the junior employee will be selected, provided he has the present ability to perform the work required, unless a more senior employee so qualified within the unit requests a transfer.

17. SENIORITY OF STEWARDS.

Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work so long as there is a job in the department which they can perform, and shall be recalled to work in the event of a layoff on the first open job in the department which they can perform.

18. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairperson, Chapter Secretary, and the President, Vice President, Financial Secretary and Recording Secretary of the Local Union, in the event they are employees of the Medical Care Facility, shall in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

19. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

20. LAY-OFF DEFINED

(A) Temporary Lay-off. A temporary lay-off is a lay-off for a period of five (5) days or less.

(B) Permanent Lay-off. A permanent lay-off is a lay-off in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.

(C) Lay-off Priorities. In the event of a permanent or temporary lay-off employees will be laid off in the following order within their department.

1. Casual employees.
2. Temporary employees.
3. Probationary employees.
4. Part-Time employees.
5. Full-Time employees.

(D) Lay-off Notification. In the event of a temporary or permanent lay-off, employees shall be notified, in writing, by the Employer at least five (5) days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.

(E) Bumping.

1. Employees on temporary lay-off may not exercise their seniority rights to bump into other classifications.

2. In the event of a permanent lay-off, employees shall be transferred, based on their seniority, in the following order, provided they either held the position previously or have the qualifications, experience, and training required to immediately fill the position. The employee may elect to waive seniority rights and accept the lay-off in writing, to the Chapter Chairperson and the Administrator.

- a) Into a vacant position in the same classification.
- b) Into the position of the least senior employee within the same classification.
- c) Into a vacant position in another classification at the same pay level.
- d) Into the position of the least senior employee in another classification at the same pay level.
- e) Into a vacant position in another classification at the next lower pay level.
- f) Into the position of the least senior employee in another classification at the next lower pay level.

g) Into a vacant position in another classification at any lower pay level.

h) Into the position of the least senior employee in another classification at any lower pay level.

i) This procedure shall be applied for each employee replaced by application of this procedure until the employee is transferred or laid-off.

(f) Recall. When the work force is to be increased after lay-off, employees shall be recalled according to seniority, reversing the above provision.

(g) Notice of Recall. Notice of recall may be made by telephone, by telegram, or by registered or certified mail. In the event of telephone notice, the Steward shall be present. If an employee fails to notify the Employer within three (3) days of his intent to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

21. TRANSFERS/JOB VACANCIES

(a) Transfers 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, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) The Employer agrees that in any movement of work not covered above in Section 20 (a), he will discuss the movement with the Union in order to provide for the protection of the employee involved.

(c) In the event of a vacancy or newly created position, the senior employee applying for the transfer and who meets the minimum requirements shall be granted the position. Employees who are transferred to a vacant position shall be given a period of ten (10) working days to establish their ability to perform the work. The trial period may be extended up to an additional twenty (20) working days upon the written mutual agreement of the Employer and employee affected. The Union shall be provided a copy of each agreement by the Employer. In the event an employee feels uncomfortable (or personally feels inadequate) in his new position and/or work environment during the trial period, he shall have the right to return to his previous position. In the event an employee is found to be unable to perform the work required, he shall return to his prior position and the Employer may transfer the next eligible applicant to the vacant position without reposting. Notice and reasons for the employee's disqualification shall be submitted to the Union and the employee in writing. The matter may then become a proper subject for the second step of the grievance procedure.

(d) An employee who has successfully bid on a posting shall be informed of the award the next working day following the removal of the posting and shall be placed on the job for which he bid within fourteen (14) calendar days of the date the vacant position becomes available.

(e) An employee who successfully completes the trial period shall be ineligible to make application for a vacant position for a period of six (6) months unless such a position would be higher paying or a change in shift or status (i.e., part-time, full-time).

(f) During the trial period, employees will receive the rates of pay of the jobs they are performing.

(g) All vacancies and newly created position shall be posted in a conspicuous place in the hospital at least four (4) working days prior to filling such vacancy. The Union will be given a copy of all postings at the time they are posted.

(h) Temporary Vacancies. All temporary vacancies are to be posted in accordance with the Posting and Bidding procedure outlined in (g) above, with said posting being for the duration of the "temporary" vacancy.

1. Should the "temporary" vacancy terminate as the result of the original employee returning to same, the replacing employee and all other replacing employees filling vacancies created by the filling of the first "temporary" vacancy will return to their original (former) positions.

2. Should the "temporary" status of the vacancy change (i.e., with termination of employment, exhaustion of one (1) year, etc.) and the employer decided to fill same, the position will be reposted as a "permanent" vacancy.

3. Should the "temporary" vacancy be a direct result of vacation usage, the employee filling same shall be prohibited from using vacation while filling the "temporary" vacancy.

4. In the event no bargaining unit member bids on a "temporary" vacancy, the employer may fill the "temporary" vacancy with a "temporary employee", provided the position will be reposted for every sixty (60) working day period. If no bargaining unit employee bids on the reposting, said position will be filled, until the next reposting, as determined by the employer using temporary employees.

22. VETERANS

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

(c) Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

(d) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Medical Care 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.)

23. LEAVE OF ABSENCE

A department head may authorize a leave of absence without pay for a period not to exceed ten (10) working days, upon receipt of a written request from an employee stating the reason for such leave. The reason for the requested leave will be considered by the Department head. If such leaves exceed such period, they shall require approval of the Administrator. A Leave of Absence without pay shall not exceed one (1) year. Extensions may be granted by the Jackson County Department of Social Services Board upon request, in writing, from the Administrator. Leaves of Absence will be granted without loss of seniority for:

1. Serving in any elected position (Public or Union);
2. Illness Leave (physical or mental, with Doctor's certificate);
3. Serving in an appointed position with the Council or International Union;
4. Prolonged illness in immediate family (with doctor's certificate). (Such leave may be extended for like cause.)
5. Educational leave will be granted if related to the employment of the employee;
6. Employees who will work a full shift may be permitted to work while on leave, if they duly apply in writing for such permission. Permission will be granted only while on educational leave unless the Employer specifically extends it to other types of leaves;
7. Employees will be placed back in their classification but, if their shift is not open, they may elect to remain on leave until an opening on their shift occurs, or they may return to their classification on another shift and will have the first opportunity to fill a vacancy on their old shift.

No annual leave, sick leave, or holiday pay shall accrue while on a leave of absence without pay.

24. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed in their same classification and on their same shift with accumulated seniority.

(b) Members of the Union elected or appointed to attend the functions of the International Union, the Council or Local Union, such as conventions or educational conferences, shall be allowed a total of five (5) working days off with pay, per year, for the Unit, after which time off shall be without pay to attend such conferences and/or conventions.

25. SICK LEAVE/PERSONAL BUSINESS DAYS

(a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month provided he works eleven (11) scheduled work days or more in that month. Unused sick leave may be accumulated on an unlimited basis with a payment on half-time basis upon the event of death, retirement or termination of employment.

(b) To be eligible for sick leave, an employee must notify the Facility designee at least one-half (1/2) hour prior to the start of his/her shift; except in proper cases, exceptions may be made. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave, if there is reason to believe the employee is abusing sick leave.

(c) An employee while on sick leave will be deemed to be on continued employment for the purpose of computing vacation pay, sick leave, seniority and eligibility for insurance. Sick leave will not be counted as days worked in connection with shift premium, overtime or any other benefit that is based on time of actual work.

Sick leave may be used as snow days if, in the judgement of the Administrator, the storm is severe enough to warrant it.

Sick days may be used for sickness in the immediate family. Each case will be judged on its own merit by the Administrator.

(d) An employee who accumulates twelve (12) consecutive sick leave days in a calendar year without utilizing the same shall be entitled to a personal leave day to be taken at the time of his/her choice within six (6) months from the date of accumulation.

(e) Abusing or misusing of sick leave will be subject to disciplinary action. Sick leave is defined as being unable to perform the employee's work by reason of illness which would endanger their health, or the health of other employees and residents.

(f) All employees shall be allowed four and one-half (4 1/2) personal business leave days per seniority year with pay, not to be deducted from sick leave, providing they are requested in writing two (2) days in advance. However, if an employee so desires, they may take their four and one-half (4 1/2) personal leave days in conjunction with their vacation, provided they are requested under the same conditions and requirements of Article 32, VACATION PERIOD, sec (a). Personal leave days will not be taken on holidays.

Personal Leave days will not be taken on weekneds if an employee is scheduled to work, provided however, it may be allowed if they can prove there are extenuating circumstances and give reasonable notice, if possible, of their absence to the supervisor. Personal Business Days may be cashed in for full value if not taken prior to the employee's anniversary date, rather than lose them.

(g) In situations where an employee's physical or mental condition raises a question as to the employee's capability to perform his/her job, the Employer may require a medical examination by the Employer's physician to be paid for by the Employer.

(h) A light duty employee who is absent because of the reoccurrence of a job related injury, which reoccurrence results in a medically disabling condition, and which disabling condition is medically verified by the employee, shall not be required to use accumulated sick leave unless it has been requested, in writing, to the payroll department.

(i) If an employee has accumulated twenty (20) sick days, he/she may "cash in" for full pay, up to and including ten (10) days on his/her anniversary date (to be paid on the first payday following the anniversary date). It is the employee's responsibility to inform the payroll department of his/her intentions prior to the anniversary date.

26. FUNERAL LEAVE.

In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) working days funeral leave. The leave shall not extend beyond two (2) working days of the day of the funeral and is not to be deducted from sick leave days. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, current Mother-in-Law or current Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, Grandchild, Stepchild, Step-parents, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Local Unit Chairperson, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Unit who is an employee of the Medical Care Facility for the exclusive purpose of attending the funeral. If additional time is needed, the employee may request such time to be deducted from sick leave. If additional time is granted, it shall be in writing signed by the Employer, the Union and the employee.

27. DISABILITY LEAVE.

1. Employees Entitled to Disability Leave. Employees with seniority status are entitled to disability leave due to physical or mental conditions, including pregnancy, which renders the employee unable to perform his/her required duties.

2. Disability Leave Eligibility. In order to be eligible for a disability leave, the employee's physician must indicate in writing that the employee is unable to perform his/her required duties, the expected length of the disability leave, and whether or not it is expected that the employee will be able to return to full duties on behalf of the Employer.

3. Employer Reservation. The Employer reserves the right to have its physician review any requested disability leaves with the expense paid by the Employer. If difference of opinion, a third physician will be consulted, also paid by the Employer.

4. Disability Leave Pay. Disability leave will be paid under the sick leave provision to the extent of the Employee's accumulated sick days. After utilization of accumulated sick leave and annual leave, disability leave shall be without pay.

5. Return to Work. At the expiration of the disability leave, or any extension thereof, the employee shall furnish to the Employer a written statement from his/her physician that he/she is physically and emotionally able to resume his/her duties.

6. Seniority Rights. Seniority rights are not impaired by disability leave, and, upon return to work, the employee will be given a job commensurate with his/her ability, prior classification and seniority.

7. Failure To Return To Work. Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leaves shall not extend beyond twelve months from the date of the initial leave.

28. WORK HOURS, WORK WEEK AND SHIFT PREMIUM.

(a) Employees who work on the second or third shift shall receive the rate of pay set forth on page 52. Any unit employees commencing with the shift that starts on or after 10:00 a.m. shall be entitled to the 2nd shift wage.

(b) The regular full work day shall consist of eight (8) continuous hours per day.

(c) With thirty (30) minutes off for lunch included in the eight (8) hour period. Lunch periods shall be staggered to accommodate resident care and efficient operation.

(d) Employees may take a coffee break the first half and a coffee break the second half of their regular shift. This break shall be for a period not to exceed fifteen (15) minutes as scheduled by their immediate supervisor. Rest periods shall be staggered to accommodate resident care and efficient operation.

(e) Any employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(f) The immediate supervisor shall schedule the employees in the department concerned to provide each employee with every other week-end off. All schedules shall be posted one (1) week in advance, 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 employee or employees involved in writing.) For variable shifts, the supervisor shall attempt to give notice of changes one (1) week in advance.

(g) On daily schedule work, if one floor or one hall is short of help and no employees voluntarily offer to change and an employee is to be moved to that area to cover the assignment, a probationary employee with at least thirty (30) days of service (if any) shall be moved, if in the professional judgement of the nurse in charge, she can perform said assignment. Employees to be moved from one location to another, shall be moved within one-half hour of their starting time, whenever possible. If the nurse in charge does not feel that the low seniority employee is qualified, then he/she shall move the next employee on the seniority list, and shall state the reasons in writing to the Steward within twenty-four (24) hours.

(h) For third shift employees, the weekend shall be defined as Friday and Saturday.

29. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

1. For all hours worked over eight (8) in one (1) day.
2. For the seventh (7th) consecutive day of work.
3. For all hours in excess of the regular week or eighty (80) hours every two (2) weeks.
4. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
5. All hours paid, except vacation days (one day at a time) and sick leave/personal business days shall be considered hours worked for purposes of this paragraph.
6. Vacation time for five (5) consecutive scheduled working days shall be considered as hours worked for the purpose of computing overtime for hours in excess of the regular eighty (80 hours) every two (2) weeks.

30. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day
12. Employee's Birthday

Employees will be paid their current rate based on the regular work day for said holidays. The employee must have seniority on the date of the holiday and must have worked the last scheduled working day prior to and the next scheduled working day after such holiday unless the employee has gone on sick leave during the work week prior to or the work week in which the holiday falls. Employees on sick leave who return to work in the calendar week in which the holiday falls shall receive pay for such holiday. In the event an employee's birthday or other holiday falls on a scheduled holiday, the next day thereafter shall be considered an additional holiday. If an employee is scheduled to work a holiday and calls in sick or fails to report for work, the employee may utilize sick leave, if available, for the call-in; in either event, he/she shall not receive holiday pay.

(b) In addition, any day or part of a day may be designated a holiday by the Jackson County Department of Social Services Board.

(c) Obviously, in a hospital, the entire staff cannot be off on the same day. The immediate supervisor will schedule the holiday time off. At the same time, consideration will be given, as far as possible, and reasonable to the individual's wishes. Before October 1st, employees will be given a form to indicate first, second, and third choice of Holidays they would like to have off. The Holidays listed will be Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. The requests shall be honored by the employer on the basis of seniority. There will be no more than two (2) of these Holidays scheduled off for any employee, staffing levels otherwise permitting. Vacations scheduled over one of these holidays will count as a holiday choice. These forms shall be returned to the immediate supervisor by November 1st.

(d) When the laundry has sufficient supply to service the facility, the Employer shall close the laundry on Thanksgiving, Christmas, and/or New Year's Day, and schedule the employees to work either the Saturday prior to or immediately following the holiday at time and one-half (1/2) for all hours worked on said Saturday.

(e) If a seniority employee is scheduled to work on a holiday in the pay period, the compensation is 92 hours. (72 hrs. reg. + 8 hrs. holiday + 12 hrs. (1 1/2) = 92 hrs.).

(f) If a seniority employee has the holiday as a scheduled day off in the pay period, the compensation is 88 hours. (80 hrs. reg. + 8 hrs. Holiday = 88 hrs.)

31. VACATION AND BENEFIT ELIGIBILITY.

(a) An employee will earn vacation with pay in accordance with the following schedule:

1. Two (2) weeks after one (1) year to seven (7) of employment;
2. Three (3) weeks after seven (7) to twelve (12) years of employment;
3. Four (4) weeks after twelve (12) years;
4. Five (5) weeks after sixteen (16) years of service.

Full benefits will be earned by employees who work at least 1800 hours per employee year, a full-time schedule. Employees who work less than 1800 hours in an employee year will earn pro-rated benefits based on the number of hours they work during the employee year. Days paid for, but not worked because of vacation, holidays, personal leave days and funeral leave will count toward earning benefits, as will overtime hours. However, hours worked in excess of 1800 hours in an employee year will not result in additional benefits.

(b) Vacation Scheduling in Housekeeping and Dietary Departments.

1. Housekeeping. No more than two (2) bargaining unit employees in Housekeeping (not more than one (1) Custodian 2) will be allowed vacation at one time.

2. Dietary. No more than two (2) bargaining unit employees in Dietary, regardless of shift, (not more than one (1) cook) will be allowed vacation at one time.

32. VACATION PERIOD.

(a) Before November 1 all employees will be given a form to indicate first, second and third choice of Vacation requests to be turned in prior to December 1 of each year and shall be honored by the Employer on the basis of seniority. All vacations and summer Holiday selections shall be posted on a bulletin board in each department by the Employer prior to January 1 of each year. Vacation requests submitted after January 1 of each year will be granted at such times during the year as are suitable, considering the employee's request and the efficiency of the operation concerned. If two people make the request at the same time, seniority will be the determining factor. All vacation requests shall be submitted in writing with at least two (2) weeks advance notice to their immediate supervisor. The immediate supervisor shall acknowledge the request within three (3) working days to the employee, in writing. Approved requests will be posted on the vacation notice on the bulletin board. Included on the form will be the Holidays: Memorial Day, Independence Day, and Labor Day, which the employee may indicate first, second and third choice of the Holidays they wish to have off. The requests shall be honored by the Employer on the basis of seniority for one of the holidays as far as possible, staffing levels otherwise permitting. Vacations scheduled over one of these Holidays will count as the employee's choice. If a dispute arises concerning an employee's eligibility for vacation and/or vacation schedule, it shall be referred to the Employer and the Union for disposition, subject to the grievance procedure.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks. Vacations may be taken at any time during the year, and shall be granted according to seniority, providing such scheduling does not interfere with the operation of the facility so that the required scheduling of help may be made during the holiday or periods when many employees are requesting time off.

(c) When a holiday is observed during a scheduled vacation, the vacation period shall not be extended. The employee, however, will receive holiday pay in addition to vacation pay.

(d) Vacation days may be cashed in for full value if not taken prior to the employee's anniversary date, rather than lose them.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled upon the presentation of a certificate from his doctor. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(f) Employees may use vacation time during sick leave if so desired, within the anniversary year.

(g) Vacation leave may be taken one day at a time to a maximum of five (5) single days within an anniversary year, subject to the restrictions contained in Article 32 (a).

33. PAY.

(a) The regular payday for all employees covered by this Agreement shall be every other Friday, however, employees regularly scheduled for the second shift, who work that shift, shall receive their check at the end of their shift Thursday.

(b) In the event an employee's check is over an amount of \$10.00, of what his pay should be, the employee, or the Employer, will correct such error no later than Wednesday of the following week. In the event the error is less than \$10.00, the correction shall be made on the following pay period.

(c) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. He must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(d) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(e) Rate during vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.

(f) The following information shall be recorded on each check stub:

1. Full name of employee or Social Security number.
2. Full date check was issued.

34. UNION BULLETIN BOARDS

(a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types with the approval of the Employer:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Notices of Union educational classes.
6. Notices of Union conferences.
7. Notices of Union conventions.
8. Thank you notes.

All notices are to be taken down by the day following the scheduled events. Thank you notes are to be removed within 10 days after the posting.

35. RATES FOR NEW JOBS

In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

(a) Union Notification. The Employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified, and propose a pay rate for the classification.

(b) Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Employer.

(c) Submission to Grievance Procedure. If the Union and Employer cannot agree on the rate of pay through negotiations, the matter may be submitted at Step 2 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the Employer.

36. TEMPORARY ASSIGNMENTS.

(a) Temporary assignments for the purpose of filling vacancies in higher classifications or in the laundry department for employees who are on vacation, absent because of illness, etc. will be granted to the senior employee who meets the requirements of such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

1. All other temporary vacancies resulting from vacations, illness, etc. cannot be filled more than sixty (60) working days with temporary employees. Each pay period the Employer shall submit a list to the Union of each temporary employee and the temporary vacancy being filled. In the event that a temporary employee is used in excess of sixty (60) working days, that employee shall become a probationary employee.

(b) Nurses Aide I when assigned to perform Nurses Aide II duties shall be selected by seniority provided they have the ability and qualifications to perform the job. In the event Nurse Aide I's are assigned to perform tasks such as surgical dressings or passing prescription medications for a period in excess of two (2) hours, they will receive the Nurse Aide II rate for the entire shift. In the event the situation extends beyond a period of five (5) days, the Nurse Aide II rate will not be extended to such temporary assignments without the approval of the Jackson County Department of Social Services Board. If such approval is not received, the employee may refuse the assignment.

(c) Nurse Aide II assignments and classifications will not be made henceforth on a permanent basis. Employees presently in such classification shall have their rates red circled and will be entitled to continue to receive their present rate, plus any increases granted hereunder, but no new employee will be entitled to such rates.

(d) The following information will be posted on bulletin boards:

1. Name of temporary assignment.
2. Name of employee filling temporary assignment.
3. Name of employee on leave of absence or vacation.
4. Duration of leave.

Temporary assignments shall be considered an open position as long as the employee who was working in that position is on leave of absence or vacation.

37. JURY DUTY.

(a) Notification of Department Head. An employee receiving a jury duty summons shall notify his/her department head as soon as possible.

(b) Time-off With Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty. If the employee's jury duty ends during the course of a day, the employee may return to work or remain off work for the balance of the day without pay.

(c) Time off with pay/Three shift Operations. An employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have the time off work equal to the time spent in court during the eight (8) hour period. Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.

An employee required to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work preceding reporting for jury duty. There will be no loss of pay for the preceding night off for such employee, even if the jury duty is less than eight (8) hours for the day. Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.

(d) Use of Leave. An employee may utilize accumulated annual personal leave during the period he/she serves on jury duty and retain the jury pay received.

(e) Witness in Court. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty.

(f) Other Court Appearances. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his absence with accumulated annual or personal leave or time off without pay.

38. SAFETY COMMITTEE

A Safety Committee of employees and Employer representatives is hereby established. The Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union. From the effective date of this contract, the Union and the Employer shall notify each other every twelve (12) months of the names of the representatives for the Safety Committee. The Committee shall meet every ninety (90) days if there is an agenda to consider by reason of a written notice of any member of the Committee at least five (5) days prior to such meeting. Emergency meetings may be scheduled, but are not to exceed one every two (2) weeks unless the parties all agree to the emergency nature of the situation. The Committee shall meet between 7:30 a.m. and 4:00 p.m., the exact time to be agreed upon by the parties. Members of the Committee shall not lose regular pay for attending meetings if during normal work hours.

The Employer shall replace eyeglasses and/or watches which are destroyed or damaged in the line of duty, also excessive damage to wearing apparel shall be taken under consideration by Employer for replacement, providing the damage is not the result of negligence.

39. WORK RULES.

(a) Work Rules. The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the Jackson County Department of Social Services or the welfare and safety of employees.

(b) Presentation to Union. Within ten (10) days prior to publication the Employer shall submit proposed work rules, and any changes, expansions, and/or explanation of the Work Rules to the Chapter Chairperson. In the event that the Union believes a work rule is in conflict with or modifies the provisions of this Agreement, or is unjust or unreasonable, then, following the publication and establishment of such rule by the Employer, the Union may file a grievance with respect thereto, commencing at Step 2 of the grievance procedure. If the Union does not grieve within ten (10) days of publication, the Union may not grieve with respect to the work rule unless the Employer enforces the rule through disciplinary action.

(c) Enforcement of Work Rules. The Employer shall uniformly and consistently enforce work rules.

(d) Publication of Work Rules. Work rules shall be published by being provided to each employee by the Employer.

(e) Safety Devices. Employees shall use all safety devices as may be specified by the Employer.

(f) Safe and Healthful Working Conditions. The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the Employer in its effort to have the employees comply with all safety, sanitation and fire regulations.

40. EQUALIZATION OF OVERTIME HOURS.

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their department.

(b) When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. The Employer will allocate overtime on an equitable basis among the employees who have the then present ability to satisfactorily perform the required work based on prior experience and/or training. Employees who are regularly assigned to a shift where overtime has been scheduled will have first choice of the overtime offer for that shift. For the purpose of this Section, time not worked because the employee was excused will be charged to that employee's record. The amount to be charged will be the number of overtime hours made available to the employee.

The Employer shall furnish to the Union, every month, a list of the employees who have been offered and who have worked overtime in the preceding month.

The Employer will maintain a list of employees who are available to work overtime hours. Employees who are willing to work overtime on regularly scheduled days off in addition to their regular work schedules must sign this list to be eligible for and to receive overtime work which is allocated and documented in accordance with the provision of the above paragraph. A new overtime request list will be posted every three (3) months.

(c) Any employee who is called in and offered work on his day off or any employee who is scheduled for work who reports for work shall receive at least four (4) hours pay or four (4) hours work unless such employee is regularly scheduled for less than four (4) hours of work that day, or unless the employee was previously notified not to report for work, or where the failure to put an employee to work is due to an Act of God, government restriction, or any cause beyond the control of the Employer.

An employee who is called in and offered work on one of his/her days off will be paid from the start of the shift if he/she punches in within one (1) hour after he/she was called to work.

(d) Any employee who is not regularly scheduled 80 hours in a two (2) week pay period will not be considered for overtime hours.

(e) Any failure of the Employer to equalize overtime under the provisions of this Article shall be remedied by providing the aggrieved employee an equal overtime opportunity on the employee's next regularly scheduled day off.

(f) The Facility is to follow to the letter the overtime call in procedure, i.e.:

(1) Employees to be eligible for overtime call in must sign up on three (3) month list per Article 40 (b).

(2) Employees must further sign up on the weekly overtime sign up sheet to be eligible for call. No sign up, no call in. No exceptions.

(3) Sign up sheet to remain posted through Friday A.M., 6:59 A.M.

(4) Article 43 remains in effect after all eligible employees are called.

41. HOSPITALIZATION MEDICAL CARE COVERAGE.

(a) As soon as possible after ratification of the contract the Employer agrees to offer hospitalization and medical coverage for the employees and their families under Blue-Cross Blue-Shield, MVF-1 Plan with predetermination clause, M.L. rider, and a prescription rider (PPO - \$3.00 co-pay, generic drugs unless otherwise specified by Physician). A co-pay of \$8.00 per month will be assessed all enrollees from the payroll check which is alternate to the one which deducts Union dues. The facility also agrees to offer Blue Care Network Health Central BCN-10 with designated waivers of deductibles and a co-pay of \$5.00 per month for single person coverage; \$10.00 per month for two person coverage; and \$15.00 per month for family coverage. Other HMOs may be offered if competitive benefits are available.

For all employees hired after 9/1/91 single person coverage shall commence when the employee attains seniority status. Two person or family coverage may commence after three full years of employment. An employee may opt to include any or all immediate family members on their insurance policy if they pay the difference between the cost of single coverage and the coverage that they choose.

If spousal coverage is elected by an employee, \$35 per pay period shall be paid to the employee in lieu of health insurance coverage. Employees must first sign a waiver (available in personnel) before the spousal coverage pay is granted. If spousal coverage is involuntarily lost they may rejoin our group with written verification of the loss. The employer may change carriers after consulting with the Union provided that the coverage under the new carrier's policy will be exactly the same, or better than the coverage under the Blue Cross/Blue Shield Plans.

(b) In the event an employee is on sick leave or disability leave, the premium with respect to the hospitalization, medical care and the prescription coverage will be paid by the Employer for a period of three (3) months following the month in which such leave commenced, provided the employee has at least one (1) year of seniority. After the three (3) months paid by the Facility, the employee will be allowed to continue the coverage by reimbursing the Facility, monthly, the group premium rate for the Insurance until the end of the sick leave or disability leave.

(c) The Employer shall reimburse each employee up to \$250 annually for dental expenses incurred by the employee, current spouse, and dependent children of the employee living with the employee through December 31 of the year during which their nineteenth (19th) birthday occurs. Effective upon contract ratification, \$85 of the \$250 may be used for optical. Unexpended dental reimbursement will be carried over from the previous year to the next year, not to exceed \$250 combined with the current year's allotment, not to exceed \$500 in one year. Effective January 1, 1992, the unused optical reimbursement may be carried over, not to exceed \$170 of the dental reimbursement.

42. LIFE INSURANCE COVERAGE.

(a) The Employer will pay for the full cost of group life insurance of Seventeen Thousand Five Hundred Dollars (\$17,500.00) with additional accidental death and dismemberment insurance of Seventeen Thousand Five Hundred Dollars (\$17,500.00) when a regular employee attains seniority status, and shall maintain such coverage while the employee is actively employed or on layoff.

(b) The premium with respect to this insurance coverage will be paid for a period of three (3) months following the month in which the employee goes on sick leave or pregnancy leave, provided the employee has one (1) year of seniority.

(c) The Employer agrees to pay the full premium for group term life insurance of \$3,000.00 for employees who retire from the Facility's employment on or after July 3, 1982.

43. MISCELLANEOUS.

(a) All provisions of this Agreement shall be paid on a pro-rated basis for part-time employees in accordance with the number of hours they are employed per month and year.

(b) All employees shall wear identification badges; the first badge to be provided by the Employer, subsequent badges shall be purchased by the employee at replacement cost.

Effective June 28, 1989.

Uniforms:

Nursing - Blue blouses/tops with or without white trim. White slacks/skirts.
Central Sterile - White
Physical Therapy - White
Occupational Therapy - White
Custodian I - Pink blouses/tops with or without white trim. White slacks/skirts.
Custodian II - Green
Laundry - Green
Dietary - White with a white apron
Nursing Custodian - Aqua blouses/tops with or without white trim. White slacks/skirts.

Uniforms or pant suits to conform to the department colors.

(c) Effect of Agreement. This Agreement supersedes any past practice or previous agreement, verbal or written, between parties hereto, or between any of them and any employees covered hereby.

(d) Working Days. For the purpose of this Agreement, working days are intended and shall be deemed as Monday through Friday.

(e) Pronouns, Use of. Whenever herein reference is made to the male pronoun - he, him, his, etc. - it is intended to include reference to the equivalent female pronoun - she, her, hers, etc.

(f) In the event any sentence, clause, or phrase of this collective bargaining agreement shall be held for any reason to be inoperative, void or invalid under the laws or any decision of the Courts, then the remaining portions of this

contract shall not be affected thereby and this provision shall be deemed to be deleted herefrom.

(g) The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of the Agreement to all new employees entering the employment of the Employer. The cost of preparing this Agreement shall be borne equally by the parties, one-half to be paid by the Union and one-half by the Employer.

(h) The employee shall provide the Employer with a current address and telephone number. Unlisted telephone numbers shall not be given out without employee's authorization or the Employer shall pay the cost of changing the telephone number.

(i) Supervisors may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies, when regular employees are unavailable to contact or are voluntarily absent.

(j) The Employer agrees to exhaust the overtime procedure as set forth in Article 40, prior to utilizing contract services.

(k) Tuition Reimbursement: Any employee who has at least one (1) year's seniority who takes a course of study that is directly related to the functions of a health care facility, upon satisfactory completion of course with at least a C average, shall be reimbursed 100% total tuition fee. The course must be pre approved by the Administrator and the employee must show proof of enrollment.

44. WORKER'S COMPENSATION On-the-Job Injury.

A. Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to his Worker's Compensation income an amount to be paid by the Employer as follows:

(a) An employee will net an amount equal to 85% of the employee's weekly gross pay based on 40 hours.

(b) The following limitations shall apply to this payment:

1. If an employee has accumulated sick leave, sick day dollars shall account for 50% of the above supplement until employee's sick leave is exhausted.
2. Employees with seniority of one (1) year or less shall be entitled to receive the supplement for a period of one (1) year.

3. Employees with seniority of one (1) to five (5) years shall be entitled to receive the supplement for a period equal to their seniority at the time of injury.
4. No employee shall receive the supplement for a period beyond five (5) years per injury claim, regardless of seniority.

B. Effective July 3, 1982, all employees receiving 100% Worker's Compensation supplement pursuant to the Letter of Understanding between the parties shall continue to receive same unless (1) they have been returned to work by a physician; (2) they are subsequently returned to work. For those employees who are subject to (1) or (2), they shall no longer receive 100% worker's compensation supplement unless they reinjure or reaggravate the injury for which 100% worker's compensation supplement was paid. Should employees reinjure or reaggravate such an injury, they shall be required to serve a two (2) week requalification period before they would again qualify for the 100% worker's compensation supplement.

(2) Effective July 3, 1982, all employees receiving an 85% worker's compensation supplement since the amendment of the collective bargaining agreement (July 3, 1978) will continue to receive same unless (1) they have been returned to work by a physician; (2) they are subsequently returned to work. For those employees who fall under (1) or (2), they shall no longer receive the 85% worker's compensation supplement unless they reinjure or reaggravate the injury for which the 85% worker's compensation supplement benefit was paid. Should employees reinjure or reaggravate such an injury, they shall be required to serve a two (2) week requalification period before they would again qualify for the 85% supplement, as limited by Article 44 A (b).

(3) For all other employees, the worker's compensation supplement will be eliminated.

(4) It is agreed between Jackson County Medical Care Facility and the Union, that when a documented injury reoccurs it will be mailed to the worker's compensation insurance representative for consideration by the close of the following business day after receipt of the attending physician's statement of employee's disability.

(5) The Medical Care Facility will provide the employee with a copy of the medical report from the physician upon request. If the employee consents, a copy shall be given to the Chapter-Chair.

45. DRUG-FREE WORKPLACE ACT STATEMENT

Jackson County Medical Care Facility (JCMCF) recognizes the importance of maintaining a safe, efficient and healthful workplace as well as the responsibility to provide assistance to its employees to the extent possible.

While JCMCF recognizes that drug addiction and alcoholism are illnesses and that those suffering from these diseases need treatment, it also recognizes that addiction can pose serious risks to the health and safety of the public, the employee and his/her co-workers. In addition, it can have a detrimental impact on co-workers and the public's confidence in JCMCF. Therefore, it is the policy of JCMCF to maintain a drug-free workplace.

POLICY

JCMCF absolutely prohibits the unlawful manufacture, distribution, use consumption, sale, purchase, transfer, or possession of any illegal drug by any employees during working hours or while on the premises.

In addition, employees are strictly prohibited from being under the influence of alcohol during working hours or while on the premises and from possessing opened or unsealed containers containing alcohol during working hours or on the premises.

Definition of Drugs

"Illegal Drugs" are defined for the purposes of this policy as any drug that is either not legally obtainable or is legally obtainable, but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs being used by a person other than the prescription holder, prescribed drugs not being used for prescribed purposes, and controlled substances, such as marijuana, cocaine and other substances defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee's work ability, job performance, the safety of others in the workplace or the health and safety of the public.

The policy does not apply if: (i) the drug is prescribed or authorized for the employee using or possessing it by a medical practitioner while acting in the course of his/her professional practice; (ii) the drug is used by the employee at the prescribed or authorized dosage level; and (iii) such level is consistent with the safe performance of the employee's duties.

46. APPENDICES.

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

- Appendix A - Early Retirement
- Appendix B - Classification and Rates
- Appendix C - Job Descriptions
- Appendix D - Letters of Understanding

47. 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.

48. TERMINATION AND MODIFICATION.

This Agreement shall continue the present Agreement with the above modification and shall be effective January 1, 1991 and continue in full force and effect until 11:59 p.m., February 28, 1993.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment to this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) 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, Lansing, Michigan, and if to the Employer, addressed Jackson County Medical Care Facility, 1715 Lansing Avenue, Jackson, Michigan, or to any such address 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 on this Twenty-first day of October, 1991.

CHAPTER OF LOCAL NO. 139,
AFFILIATED WITH MICHIGAN
COUNCIL 25:

JACKSON COUNTY DEPARTMENT OF
SOCIAL SERVICES BOARD:

Arthur Anderson

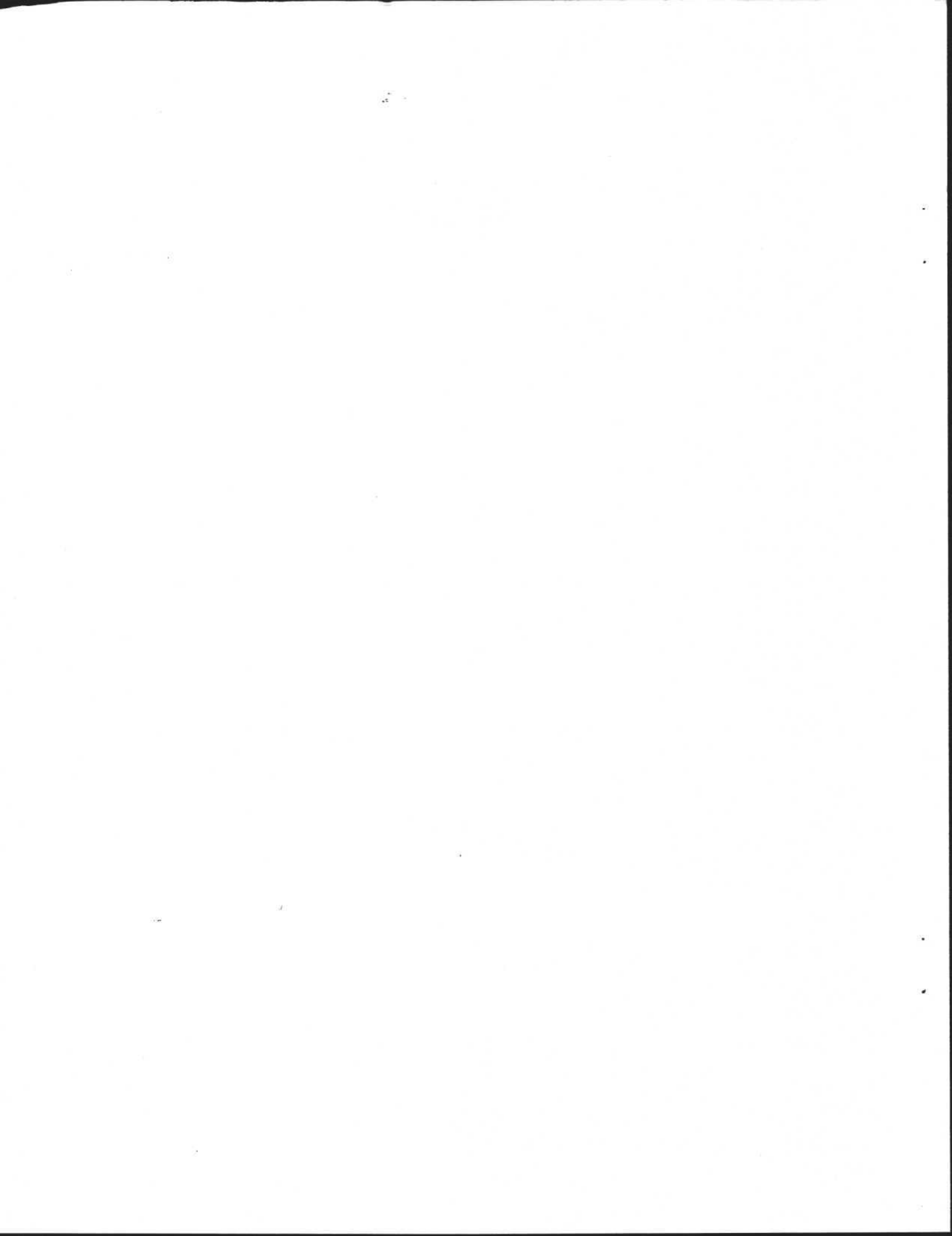
Genevieve E. Hartwig

Mary Harsch

Betty Jeffrey

Sandy Raymond





APPENDIX A

EARLY RETIREMENT

A ninety day early retirement window (October 21, 1991 to January 18, 1992) is opened for employees who have accumulated a number combination of years service and age to reach 70 points. (eg. Age 52 plus 18 years service equals 70 points). Employees who have reached six years of service will be considered vested if they opt to resign and maintain their account balance in the retirement system.

A waiver form must be signed the retirement must be effective by 1/31/92.



Effective 3/1/92

(a)

Dietary Aide							
Laundry Aide	1st Shift:						
Custodian I	5.49	5.81	6.22	6.37	6.43	6.60	6.75
Nurse Aide I	2nd and 3rd Shift:						
Nursing Custodian	5.70	6.04	6.43	6.59	6.66	6.80	6.98

(b)

Custodian II							
Cook	1st Shift:						
Nurse Aide II	5.75	6.08	6.36	6.59	6.75	6.93	7.08
Rehab Aide	2nd and 3rd Shift:						
D.T. Aide	5.98	6.30	6.59	6.80	6.98	7.14	7.30
Central Sterile Aide							
Wash Mach. Operator							
Patient clothing attend.							

APPENDIX B
JOB DESCRIPTIONS

NURSES_AIDE_I

Nurses' Aide I under supervision of Charge Nurse and/or Director of Nurses or designee.

Nurses' Aide I shall be expected to train and to that extent assist under direction with dressings, treatments, exercises and passing of medications.

I. QUALIFICATIONS:

- 1) High School education desirable; Grammar school required;
- 2) Minimum age of 17;
- 3) Pleasant and neat appearing

II. JOB SUMMARY:

Under professional nurse supervision, the nurses' aide performs routine nursing duties, runs errands and assists in maintaining a suitable environment.

III. JOB FUNCTIONS:

- 1) Bathes residents as assigned, bed or tub;
- 2) Changes linen routinely and as needed;
- 3) Assists residents with personal hygiene;
- 4) Feeds and/or assists residents with diets, collects trays;
- 5) Maintains residents comfort and safety by using mechanical devices (porta-lifts, bath lifts, restraints, etc.);
- 6) Assists in admissions, discharges and the care of the deceased;
- 7) Takes care of and records personal belongings and/or money;
- 8) Observes residents' mental and physical condition, listens to and reports residents' wants and complaints to the supervising nurse;
- 9) Records on residents' chart, general care, changes in resident's condition, intake and output, i.e. all pertinent information pertaining to each individual resident;
- 10) Performs related duties as assigned by the professional nurse in charge of floor.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

NURSES' AIDE II

Nurses' Aide II under supervision of Charge Nurse and/or Director of Nurses or designee.

I. QUALIFICATIONS:

- 1) High School education desirable; Grammar school required;
- 2) Minimum age of 17;
- 3) Pleasant and neat appearing.

II. JOB SUMMARY:

Under professional nurse supervision, the nurses' aide performs routine nursing duties, transports residents to other hospital areas; runs errands and assists in maintaining a clean and suitable environment.

III. JOB FUNCTIONS:

- 1) Bathes residents as assigned, tub or bed;
- 2) Changes linens routinely and as needed;
- 3) Assists residents with personal hygiene;
- 4) Feeds and/or assists residents with diets, collects trays;
- 5) Maintains residents comfort and safety by using mechanical devices (porta-lifts, bath lifts, restraints, etc.);
- 6) Assists in admissions, discharges, and the care of the deceased;
- 7) Takes care of and records personal belongings and/or money;
- 8) Assists with dressings, treatments, and exercises as directed;
- 9) Observes residents mental and physical condition, listens to and reports residents' wants and complaints to the supervising nurse.
- 10) Records on resident's chart, general care, changes in resident's condition, intake and output, i.e., all pertinent information pertaining to each individual resident;
- 11) Performs related duties as assigned by the professional nurse in charge of floor;
- 12) Passes medications.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

CENTRAL STERILE

Central Sterile under supervision of Director of Nursing or designee.

I. QUALIFICATIONS:

- 1) High school education desirable; Grammar school required;
- 2) Minimum age of 17;
- 3) Pleasant and neat appearing.

II. JOB FUNCTIONS:

- 1) To wash and clean equipment;
- 2) To wrap bundles and set up trays;
- 3) To sterilize supplies and equipment in the autoclave as directed;
- 4) To make solutions as directed;
- 5) To dispense supplies as needed;
- 6) Care and maintenance of instruments and equipment;
- 7) To catalog and inventory supplies;
- 8) Performs related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

NURSING_CUSTODIAN

Nursing Custodian under supervision of Director of Nursing or designee.

I. QUALIFICATIONS:

- 1) High school education desirable; grammar school required;
- 2) Minimum age of 17;
- 3) Pleasant and neat appearing;
- 4) Ability to organize and perform cleaning details with ease.

II. JOB SUMMARY

Under professional nurse supervision, the Nursing Custodian will be assigned cleaning and other related details in resident's rooms, clothing areas, etc.

III. JOB FUNCTIONS:

Examples:

- 1) Cleaning and polishing beds;
- 2) Cleaning and arranging in proper order, clothes presses, closets, etc.
- 3) Care of mattresses, pillows, and protectors;
- 4) Cleaning and completing units after discharge or death, and final care of the resident's belongings after they have been checked by Aides.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

OCCUPATIONAL THERAPY AIDE

Occupational Therapy Aide under supervision of Registered Occupational Therapist or designee.

I. GENERAL STATEMENT OF DUTIES:

Perform nonprofessional work in instructing and supervising hospital residents in occupational therapy activities; does related work as required.

II. DISTINGUISHING FEATURES OF THE CLASS:

An employee in this class supervises the occupational therapeutic activities including the teaching of various handicrafts and sewing. Some discretion is exercised in planning and directing the activities of residents, but immediate supervision is received from a professional supervisor, who plans the overall program, and evaluates the work through observation and review of the resident's program.

III. EXAMPLES OF WORK: (Illustrative only)

- 1) Supervises and instructs residents in sewing, knitting, embroidering, ceramics, woodworking, and other applied arts and crafts.
- 2) Observes the progress and reaction of residents and makes reports on individual cases to the immediate supervisor.
- 3) Plans weekly entertainment programs for residents.
- 4) Maintains files and medical records of residents.
- 5) Orders supplies for both crafts and residents personal needs.
- 6) Attends and takes notes at weekly rehabilitation conferences.

IV. REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Some knowledge of the principles and practices of occupational therapy and ability to apply them in the treatment of residents; some knowledge of occupational and recreational working materials and equipment and ability to direct their economical and beneficial uses; skill in various types of manual arts and crafts; ability to make simple analyses regarding the occupational need and progress of residents; ability to get along well with residents, physicians and other medical personnel; good physical condition.

Some experience in routine or group occupational therapy work and completion of a standard high school course; or any equivalent combination of experiences and training which provides the required knowledges, skills and abilities.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

REHABILITATION AIDE

Rehabilitation Aide is under the supervision of a nurse and or rehabilitation specialist.

I. GENERAL STATEMENT OF DUTIES:

Performs nonprofessional work in the administration of rehabilitation nursing programs as well as specific programs as directed by the rehabilitation specialist and does related work as required.

II. DISTINGUISHING FEATURES OF THE CLASS

The rehabilitation aide (RA) is responsible for providing rehabilitative nursing care under the supervision of a nurse and/or rehabilitation specialist. The RA follows policies and procedures while providing rehabilitative nursing care and assisting Rehabilitation Specialist.

III. EXAMPLES OF WORK (Illustrative only)

- 1) Performs daily rehabilitative services for those who require such services and documents services given weekly.
- 2) Performs services which promote independence in self-care and mobility skills.
- 3) Transports residents to and from treatment room as necessary.
- 4) Sets up and adjusts various equipment required for resident treatments.
- 5) Informs nurse, rehabilitation specialist, or doctor of residents abilities in self-care and mobility skills.
- 6) Assist rehabilitation specialist in assessing and providing services to those residents requiring such services. Perform related clerical duties.
- 7) Performs other related duties as assigned by supervisors.
- 8) Maintains and cares for equipment.

IV. REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES:

Good command of the English language, written and spoken. Knowledge of medical terminology. Able to work well with elderly residents, their families and co-workers. Some knowledge of material and equipment used. Knowledge of possible hazards to residents and routine precautions. Must be self motivated and able to carry out assigned responsibilities with minimal supervision.

V. ACCEPTABLE EXPERIENCE AND TRAINING:

Completion of a standard high school course. Completion of a certified nurse aide course approved by the State. Previous experience in a skilled health care facility providing direct resident care at least 6 months. Experience in rehabilitative nursing care and/or completion of an educational program in rehabilitative nursing desirable.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

CUSTODIAN II
ORGANIZATIONAL UNIT: HOSPITAL

Custodian II under supervision of Environmental Services Supervisor or designee.

I. JOB SUMMARY:

Is directed by an assigned supervisor. Performs any duties necessary to maintain a clean and orderly environment for residents and hospital personnel. Must follow schedules and attend meetings.

II. DUTIES:

- 1) Floor maintenance, hall maintenance.
 - a) Mopping, wet and damp
 - b) Scrubbing
 - c) Stripping
 - d) Refinishing floors
 - e) Mop boards in halls
- 2) Window washing, inside smoke room, dining room, lobby and high windows;
- 3) Wall washing;
- 4) Hanging drapes and curtains, if needed;
- 5) Disposing of refuse;
- 6) Cleaning utility room's and men's wash rooms;
- 7) Hall maintenance, floor and mop boards;
- 8) Reporting maintenance needs;
- 9) Polishes and scours metal and porcelain;
- 10) Follows schedules, daily and weekly, unless otherwise instructed by supervisor;
- 11) Responsible for use and care of equipment and economical use of supplies;
- 12) May be called upon to assist with moving heavy furniture and equipment;
- 13) Observes safety rules and regulations;
- 14) May be called upon to relieve in other housekeeping area only, with other duties as the Supervisor deems necessary.

III. QUALIFICATIONS:

- 1) Ability to follow oral and written directions;
- 2) Training program provided for specific duties;
- 3) Physically able to perform the essential duties of the position.
- 4) Must be willing to work in resident areas and do repetitive tasks;
- 5) Personal cleanliness;
- 6) Takes pride in doing good work;
- 7) Willingness to cooperate with others in the performance of duties;
- 8) Please, if vision is poor, glasses must be worn while working.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

CUSTODIAN_I

Custodian I under supervision of Environmental Services Supervisor or designee.

I. JOB SUMMARY:

As directed by the Supervisor, performs any duties necessary to maintain a clean and orderly environment for residents and hospital personnel. Follows schedule and attends department meetings.

II. DUTIES:

- 1) Floor maintenance;
- 2) Dust mopping;
- 3) Mopping, wet and damp;
- 4) Clean mop boards;
- 5) Dusting furniture;
- 6) Dusting window sills;
- 7) Cleaning bathrooms, chair lifts when needed;
- 8) Cleaning toilet rooms;
- 9) Window washing, inside;
- 10) Changing and hanging of drapes and cubicle curtains; use proper ladder;
- 11) Cleaning day rooms and offices;
- 12) Following schedules daily and weekly unless otherwise instructed by supervisor;
- 13) Polish or scour metal drinking fountains;
- 14) Responsible for use and care of equipment;
- 15) Keep areas supplied with toilet tissue, paper towels, soap, and any other necessary supplies in stock.

III. QUALIFICATIONS:

- 1) Ability to follow oral and written directions;
- 2) Personal cleanliness;
- 3) Take pride in doing a good job;
- 4) Willingness to cooperate with others in the performance of duties;

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

LAUNDRY
WASHING MACHINE OPERATOR

Laundry Washing Machine Operator under supervision of Laundry Manager or designee.

I. DUTIES:

- 1) Sort laundry and weigh the proper amounts for each machine; Load and unload machines;
- 2) Responsible for correct usage of the pertinent formulas;
- 3) Helps operate dryers when necessary;
- 4) Keeps machines and working area neat and clean.
- 5) Helps clean carts and wheels;
- 6) Helps collect laundry from laundry chutes;
- 7) Must know how to operate machines correctly;
- 8) Responsible for use and care of equipment and correct use of supplies;
- 9) Performs related duties as assigned.

II. QUALIFICATIONS:

- 1) Ability to follow oral and written directions;
- 2) Personal cleanliness;
- 3) Take pride in doing a good job;
- 4) Willingness to cooperate with others in the performance of duties.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

LAUNDRY
DRYER_OPERATOR

Laundry Dryer Operator under supervision of Laundry Manager or designee.

I. DUTIES:

- 1) Sorts laundry - helps weigh correct amount for each washer, when necessary;
- 2) Loads and unloads dryer, using proper amounts each;
- 3) Operates dryer correct length of time for each load;
- 4) Helps washer when necessary and operates washer when regular operator absent;
- 5) Must be capable of operating any and all machines in wash room;
- 6) Helps shake out laundry;
- 7) May assist at any machine when necessary;
- 8) Folds laundry and arranges it for proper distribution;
- 9) Helps take carts to proper floor and wing;
- 10) Keeps working area clean and neat;
- 11) Keeps machines clean;
- 12) Helps collect laundry from laundry chutes.

II. QUALIFICATIONS:

- 1) Ability to follow oral and written directions;
- 2) Personal cleanliness;
- 3) Take pride in doing a good job;
- 4) Willingness to cooperate with others in the performance of duties.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

LAUNDRY WORKER

Laundry Worker under supervision of Laundry Manager or designee.

I. GENERAL STATEMENT OF DUTIES:

Perform routine laundry work in a hospital or institutional laundry; does related work as required.

II. DISTINGUISHING FEATURES OF THE CLASS:

This is manual work involving responsibility for the regular and correct performance of tasks assigned. Duties require some knowledge of laundry machines and appliances, and familiarity with the use of laundry materials and equipment. Work is performed under general supervision and the finished product is carefully examined for adherence to work standards.

III. EXAMPLES OF WORK: (Illustrative only)

- 1) Sorts articles sent to laundry;
- 2) Operates electric washing machines, dryers and presses;
- 3) Mangles sheets, pillow cases and other articles;
- 4) Folds and sorts linen, towels, and gowns and arranges for their proper distribution.
- 5) Hand presses nurses' uniforms and other special garments;
- 6) Starches and finishes nurses' caps and uniforms;
- 7) Maintains laundry room in clean and orderly condition.

IV. REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES:

Some knowledge of laundry methods and operations such as washing, ironing and folding of articles by hand or machine; working knowledge of the use of common laundry cleaning appliances and materials; skill in the performance of simple laundry tasks; ability to understand and follow simple oral and written directions.

V. ACCEPTABLE EXPERIENCE AND TRAINING:

Some experience in practical laundry work involving the operation of modern machinery and ability to read and write.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

PATIENT'S PERSONAL CLOTHING ATTENDANT

Patient's Personal Clothing Attendant under supervision of Laundry Manager or designee.

I. GENERAL STATEMENT OF DUTIES:

This is simple record keeping and manual work involving responsibility for the regular and correct performance of tasks assigned. Duties require basic knowledge of simple record keeping and some knowledge of laundry machines and appliances, and familiarity with the use of laundry materials and equipment. Work is performed under general supervision, and the records and finished product are carefully examined for adherence to work standards.

II. DISTINGUISHING FEATURES OF THE CLASS:

Responsible for residents personal laundry and records. Performs routine laundry work in a hospital or institutional laundry; does related work as required.

III. EXAMPLES OF WORK: (Illustrative only)

- 1) Maintain inventory of resident closets and clothing;
- 2) Mark new clothing;
- 3) Sorting and delivering clothes to individual bedside storage area - straighten same;
- 4) Transfer clothing when resident transfers;
- 5) Responsible, when resident leaves, for packaging of clothing for return to family or facility, and correlating inventory;
- 6) Sort articles sent to laundry;
- 7) Operates electric washing machines, dryers and presses;
- 8) Mangles sheets, pillow cases, and other articles;
- 9) Folds and sorts linen, towels, and gowns and arranges for their proper distribution;
- 10) Hand presses special garments;
- 11) Maintains laundry room in clean and orderly condition.

IV. REQUIRED, KNOWLEDGES, SKILLS AND ABILITIES:

Knowledge of simple record keeping. Some knowledge of laundry methods and operations such as washing, ironing, and folding of articles by hand or machine; working knowledge of the use of common laundry cleaning appliances and materials; skill in the performance of simple laundry tasks; ability to understand and follow simple oral and written directions.

V. ACCEPTABLE EXPERIENCE AND TRAINING:

Training and experience or knowledge of basic record keeping, and some experience in practical laundry work involving the operation of modern machinery.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

DIETARY AIDE

Dietary Aide under supervision of Dietary Supervisor or Assistant.

I. GENERAL STATEMENT OF DUTIES:

Assist in the preparation and serving of food and in the cleaning of kitchen equipment; does related work as required.

II. DISTINGUISHING FEATURES OF THE CLASS:

This is simple, routine, manual work performed under immediate supervision in connection with the preparing and serving of food to hospital or nursing home residents in their room and in dining room, and in the cleaning of kitchen equipment, silver and dishes.

III. EXAMPLES OF WORK: (Illustrative only)

- 1) Sets tables;
- 2) Cleans tables of dirty dishes;
- 3) Fills sugar bowls, salt and pepper shakers;
- 4) Polishes silverware, cleans trays, dining room tables and chairs;
- 5) Cleans dish and linen closets;
- 6) Cleans dining and other rooms;
- 7) Serves table for staff luncheons and visitors;
- 8) Defrost and clean refrigerator;
- 9) Polishes trays for, and serves residents;
- 10) Washes dishes, pots and pans;
- 11) Puts groceries on storage shelves;
- 12) Assists in routine janitorial duties.

IV. REQUIRED KNOWLEDGES, SKILLS AND ABILITIES

Some knowledge of the proper methods of serving food and of the care of tableware, glassware, silver and kitchen appliances; practical working knowledge of modern cleaning methods and the use of cleaning supplies and appliances; ability to follow simple oral and written directions.

V. ACCEPTABLE EXPERIENCE AND TRAINING:

Some experience in domestic food preparation.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

COOK

Cook under supervision of Dietary Supervisor or Assistant.

I. GENERAL STATEMENT OF DUTIES:

Prepares meals for a moderately large group of people; does related work as required.

II. DISTINGUISHING FEATURES OF THE CLASS:

This is routine work involving responsibility for preparing meals for a moderate number of people. This work is performed under general supervision but the incumbent must be able to plan and prepare special diets as requested. Coordinate the dietary help.

III. EXAMPLES OF WORK: (Illustrative only)

- 1) Performs the more skilled cooking tasks, such as preparing and cooking meats, making desserts and preparing special dishes;
- 2) Oversees the serving of food;
- 3) Coordinates the work of assistants in the cleaning of tables, kitchen utensils, stoves and kitchen;
- 4) Helps clean kitchen and dining room.

IV. REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:

Good working knowledge of large scale food preparation and cooking methods; some knowledge of food values and nutrition; working knowledge of special diets and how to prepare them; ability to keep simple records and make reports; ability to understand and follow oral and written directions; ability to coordinate the work of others engaged in food preparation activities; reliability.

V. ACCEPTABLE EXPERIENCE AND TRAINING:

Some experience in the preparation and cooking of food on a large scale of the level of Cook I, and completion of a standard grade school course; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

