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AGREEMENT

between

BENZIE MEDICAL CARE FACILITY
FRANKFORT, MICHIGAN

and

BENZIE MEDICAL CARE FACILITY EMPLOYEES CHAPTER
LOCAL #1804, COUNCIL #25 AFSCME, AFL-CIO

EFFECTIVE DATE: January 8, 1984

TERMINATION DATE: December 31, 1987

*Benzie Medical Care Facility
210 Maple Street
Frankfort, MI.*

Benzie Medical Care Facility

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A G R E E M E N T

THIS AGREEMENT, effective the 8th day of January, 1984, by and between the Benzie Medical Care Facility, Frankfort, Michigan, hereinafter called the "FACILITY," and Benzie Medical Employees Chapter of Local #1804, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "UNION."

ARTICLE 1. PURPOSE AND INTENT.

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

ARTICLE 2. RECOGNITION.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Facility 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 Facility included in the bargaining units described below.

UNIT 1. All regular full-time and part-time Nurses Aides, Orderlies, Maintenance, and Laundry and Housekeeping, excluding Administrative Personnel, Office Clerical, Registered Nurses, Licensed Practical Nurses, Registered or Licensed Physical Therapists, Registered or Licensed Lab Technicians, Registered or Licensed Pharmacists, the Medical Director, and Supervisors as defined in the Act.

ARTICLE 3. UNION SECURITY.

Employees covered by this Agreement who are not members of the Union at the date this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to regular monthly Union membership dues commencing thirty (30) days after the effective date of this Agreement, and such requirement shall remain in effect for the term of this Agreement.

Notwithstanding the above, employees who do not wish to pay Union dues or pay a service fee may have a payroll deduction to the Benzie Guild as was done in the past.

ARTICLE 4. UNION DUES AND INITIATION FEES.

A. Payment by Checkoff:

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Checkoff Dues Form.

D. Termination of Checkoff:

An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Facility each month at the time of dues remittance, of the names of employees who terminated, for whom dues were not deducted, and/or commenced dues checkoff. Any employee shall have the right to choose whether to pay the service fee or Union dues.

E. Any dispute arising as to an employee's membership in the unit shall be reviewed by the designated representative of the Facility and a representative of the Local Union and if not resolved, may be decided at the final step of the grievance procedure.

F. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreements to deduct Union dues and initiation fees or equivalent service fees and to defend, indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer pursuant to this Article.

ARTICLE 5. STEWARDS AND ALTERNATE STEWARDS.

A. Employees within the unit shall be represented by stewards as follows:

First Shift - one steward
Second Shift - one steward
Third Shift - one steward

B. In the absence of a steward, the Chapter Chairperson may appoint an alternate steward.

C. The stewards shall report off to their supervisor when they are to investigate or present grievances.

D. Stewards will be paid for time off their jobs during their working hours, if they have properly reported off their job to investigate and process legitimate grievances.

E. Two (2) bargaining committee members shall suffer no loss of pay or time for time spent during their normal scheduled work hours in the process of collective bargaining. Every attempt will be made to give those employees the bargaining days as their scheduled days off.

ARTICLE 6. SPECIAL CONFERENCES.

A. Special conferences for important matters may be arranged between the Union and the Facility or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. 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 conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed-upon times. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

B. The Union representatives may meet at a place designated by the Facility on the Facility's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Facility for which a written request has been made.

ARTICLE 7. GRIEVANCE PROCEDURE AND ARBITRATION.

A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, it shall be submitted to the following grievance and arbitration procedure.

Step One. Within seven (7) working days of the time a grievance arises, an employee, and/or steward, will present the grievance to the immediate supervisor. Within four (4) working days after presentation of the grievance, the immediate supervisor shall give his or her answer orally to the grievant and/or steward.

Step Two. If the grievance is not resolved in Step One, the employee and/or steward may, within three (3) days of receipt of the supervisor's answer, submit to the Administrator a signed, written grievance. The grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated, shall indicate the settlement requested, and shall be signed by the employee involved and/or the steward. The Administrator or the Administrator's designated representative shall give her answer to the grievant in writing no later than five (5) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the employee and/or Union, within five (5) working days, may submit the grievance to the Social Welfare Board through the Administrator, and the parties or their designated representatives shall meet within a reasonable time, not to exceed one (1) week unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance.

Step Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Service. Such appeal must be taken within twenty-five (25) calendar days from the date of the meeting provided for in Step Three above.

On weekends and holidays, grievances should be given to the charge nurse on duty.

B. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed abandoned. Any grievance not answered by the Employer within the time limits shall be advanced to the next step. Nothing herein contained shall prohibit the Union from filing a grievance on behalf of the Union. Time limits may be extended by the Facility and the Union in writing, then the new date shall prevail.

C. Powers of the Arbitrator:

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. He shall have no power to establish salary scales or change any salary.

3. He shall have no power to rule on the termination of services of or failure to re-employ any probationary employee except for discipline related to Union activity.

4. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation.

5. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. Each such decision shall be binding and final on the Union, its members, the employees involved, and the Facility.

6. No decision in any one case shall require a retroactive wage adjustment in any other case unless such case is a representative case and the other cases have been set aside, pending the outcome of the representative case, by mutual agreement in writing.

7. The fees and expenses of the arbitrator shall be shared equally by the Facility and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

8. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any amounts that the employee may receive from any other sources during the period of the back pay.

ARTICLE 8. DISCHARGE AND DISCIPLINE.

A. Notice of discharge or discipline. The Facility agrees promptly upon the discharge or discipline of an employee to notify in writing the steward on the shift of the discharge or discipline.

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward, and the Facility will make available an area where he may do so before he is required to leave the property of the Facility. Upon request, the Facility or designated representative will discuss the discharge or discipline with the employee and the steward.

C. Appeal of discharge or discipline. Should a discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the steward to the Facility within two (2) regularly scheduled working days of the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to and enter the grievance procedure at Step Two.

D. The discharge or discipline of a probationary employee, including employees on extensions or probationary periods, shall not be subject to the grievance procedure except discipline for Union activities.

E. An employee shall have in attendance a Union representative when a verbal reprimand is issued that may be used for a basis of further disciplinary action.

F. The policy of using progressive discipline shall be used by this Employer.

ARTICLE 9. SENIORITY.

A. Employees hired as full time or part-time shall be considered probationary for the first 528 hours of work. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the ninetieth (90th) day prior to the day the employee completes the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 2 of this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 10. SENIORITY LISTS.

A. Seniority shall not be affected by race, sex, marital status, or dependents of the 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.

C. The Facility will keep the seniority list up-to-date at all times and will provide the Local Union membership with up-to-date copies at least every ninety (90) days.

ARTICLE 11. SENIORITY OF OFFICERS AND STEWARDS.

Notwithstanding their position on the seniority list, the Chapter Chairperson, Chapter Secretary and steward shall, in the event of layoff of any type, be continued at work as long as there is a job in the Facility which they are qualified to perform.

ARTICLE 12. LOSS OF SENIORITY.

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

A. He quits.

B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He is absent for three (3) consecutive days without notifying the Facility. In proper cases, exceptions shall be made. After such absence, the Facility 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.

D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

E. Return from leaves of absence will be treated the same as C above.

ARTICLE 13. INDEFINITE LAYOFF.

In the event the Employer determines to indefinitely lay off employees, except as provided below, any such layoff shall be by classification and shall be accomplished by laying off part-time employees, then full-time employees in inverse order of seniority. However, if the affected full-time employee has greater seniority than another employee in the Facility, the senior employee will be given the opportunity to be transferred to the job occupied by the least senior employee in the Facility. In order to be transferred, employees must be presently qualified to perform such work with minimal training. Employees transferred will be paid the rate of the job to which they are assigned. An employee laid off after transfer as outlined above shall continue on layoff status until recalled according to seniority to a job in the employee's classification. Notwithstanding any provision of this Section, a junior employee may be retained if the senior employee does not have the necessary ability and experience to perform the required work in an effective and efficient manner.

ARTICLE 14. RECALL.

In the event of a recall from an indefinite layoff, the most senior employees laid off from the classification affected shall be recalled first and so forth in order of seniority, providing, however, the Employer may recall a less senior

employee if the more senior employee does not have the necessary experience and ability to perform the required work in an effective and efficient manner.

When employees are recalled to work from layoff, the following procedure shall be followed: The Employer shall telephone the employee first in an attempt to give the employee telephone notification of recall and, if unsuccessful, shall attempt to notify the employee by certified mail, return receipt requested, sent to the employee's last known address. If the Employer is unable to contact the employee, a less senior employee may be recalled. If the senior employee reports to work within two (2) working days following the receipt of the notice of recall or attempted delivery of the notice of recall, the employee shall be placed on the job as soon as practical. Any employee sent a notice of recall by certified mail, return receipt requested, who does not report for work within two (2) working days following the receipt of the notice of recall or the attempted delivery of notice of recall shall be considered as having voluntarily quit and his seniority shall be terminated.

It shall be the employee's sole responsibility to keep the employee's current telephone number and address on file with the Employer. Employees who are planning to be away from home may leave forwarding addresses and phone numbers with the Employer.

ARTICLE 15. SHIFT PREFERENCE.

Employees wishing to change their shifts shall advise their supervisor in writing prior to the completion of the next monthly schedule. Employees will be scheduled for the shift of their preference as soon as there is an opening for which the employee is qualified on that shift, provided proper staffing can be maintained on all other shifts. Should there be more than one (1) employee seeking to transfer to a particular shift, employees will be transferred to available positions based on their seniority, with the employee having the greatest seniority being granted a preference. This procedure shall take precedence over Job Postings, Article 17.

ARTICLE 16. TRANSFERS.

A. Transfer of employees. If an employee is transferred to a position under the Facility not included in the unit, and is thereafter transferred again to a position within the unit, he shall accumulate seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

B. The Facility agrees that in any movement of work not covered above in A, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 17. JOB POSTINGS.

When a permanent job or vacancy occurs in the bargaining unit, it shall be posted on the bulletin board for a period of four (4) workdays. For purposes

of this Section only, the four (4) workday requirement will be satisfied if the posting is posted prior to 12:00 noon on the first workday and remains posted for three (3) successive workdays. Employees wishing to be considered for a new job shall write their names on the posting. The Employer shall award the job to the senior qualified employee. In considering an employee's qualifications to perform the required work, the Employer shall consider the employee's skill, ability, experience and work record. Should, in the Employer's judgment, no employee bid who is capable of performing the job, the Employer may hire from the outside. Employees who receive an award of a bid under this Section shall be disqualified from receiving a new job under this Section for a period of six (6) calendar months. However, the Employer in its discretion may waive this disqualification period.

The Employer shall determine in its sole discretion whether a vacancy is to be filled. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive calendar days. Temporary jobs or vacancies which are expected to operate less than ninety (90) consecutive calendar days shall not be posted for bid under this Section. Likewise, vacancies occasioned by leaves of absence (excluding long-term military leave for active service) or vacations shall not be posted for bid under this Section.

Employees who receive an award of a job under this Section shall be required to serve a trial period of four (4) calendar weeks in their new position to determine that they have the ability and skill to perform all of the requirements of the position. At any time during this trial period, the Employer may disqualify the employee and remove the employee from the new classification. In the event the Employer anticipates disqualification, it shall notify the employee of the employee's deficiencies prior to disqualification. An employee disqualified from any new classification by the Employer shall be offered reinstatement to the employee's former job classification.

ARTICLE 18. TEMPORARY TRANSFERS.

When additional help is needed in another classification, department, area or shift, the Employer reserves the right to make temporary transfers. Employees working in a higher-rated classification shall receive the higher rate for all hours worked.

ARTICLE 19. RATES FOR NEW JOBS.

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Facility will notify the Union prior to establishing a classification and rate structure. If the Union does not agree with the classification or rate, it shall notify the Facility within five (5) days after receipt of notice, by filing a written grievance.

ARTICLE 20. VACATION ELIGIBILITY.

A. Employees will earn credit toward vacation with pay in accordance with the following schedule, per year:

1. Five (5) days after one (1) year of employment.
2. Ten (10) days after two (2) years of employment.
3. Fifteen (15) days after four (4) years of employment.
4. Sixteen (16) days starting the eighth (8th) year of employment and one (1) day additional for each year of service thereafter to a maximum accumulation of twenty (20) days.

B. All employees' vacation days shall be figured on the basis of the number of hours they are employed per day, and paid at the employees' prevailing rate at such time as the vacation is taken.

ARTICLE 21. VACATION LEAVE.

A. Vacations will be granted at such times following the year of accrual as are suitable, considering both the wishes of the employee and the efficient operation of the department concerned. As a general rule, vacation requests should be submitted between four (4) and eight (8) weeks prior to the vacation leave. With regard to vacation requests during the months of July and August, employees shall be limited to a two-week period for vacation, due to the high desirability of these months. [Vacation requests within the Nursing Department shall be limited to five (5) employees.] In the event of a conflict between two (2) employees who have properly requested vacation, the senior employee will be given preference.

B. Vacations may be taken in a period of consecutive days. Vacations may be split into one or more weeks; employees may take vacations of less than a week at the discretion of the Employer, providing such scheduling does not interfere with the operation of the Facility.

C. Vacation days may not be accumulated from year to year and will be lost if not used, except that the Employer shall allow a carry over of not more than one (1) week from year to the next if the employee so requests, in writing, at least ninety (90) days in advance. Said request shall be made only for reasonable cause.

D. If an employee becomes ill and is under the care of a duly licensed physician, the employee's vacation may be rescheduled. In the event an employee's incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

E. If an employee is laid off or retired, or severs his or her employment, the employee will receive any unused vacation credit (including that accrued, provided notice of termination is given as herein provided 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 the employee's vacation the following year.

F. Rate during vacation. Employees will be paid the current rate based on their regular scheduled pay while on vacation.

G. Vacation year defined. A vacation year for the purpose of this Article is a twelve (12) month period beginning with the individual employee's date of employment with the Facility.

H. Vacation time shall not accrue during any unpaid leave of absence.

I. Employees wishing to have their vacation pay in advance of the regular payroll date must submit a request to the Payroll Department two (2) weeks prior to the regular payroll date and subject to the following conditions:

1. Advance pay will be granted only when five (5) or more consecutive days of vacation are utilized.

2. Request is submitted by Monday of the second week prior to normal payroll date.

J. Employees will be notified in writing of approval or denial as soon as possible, however, not less than one (1) week prior to the requested vacation.

ARTICLE 22. HOLIDAY PROVISIONS.

A. The following holidays shall be considered as paid holidays when worked.

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

B. The rate of pay will be double time and one-half of the employee's current hourly rate of pay for all hours worked.

C. To be eligible for the above-mentioned holidays, employees shall work their scheduled day before and their scheduled day after.

D. For purposes of this paragraph, employees working the 3:00 p.m. to 11:00 p.m. shift shall have holiday pay computed for Christmas and New Year's on December 24 and December 31, respectively.

E. Employees will be granted three (3) paid leave days not to be deducted from sick leave.

F. Employees will be granted, at the employee's option, an additional two (2) paid leave days that shall be deducted from sick leave.

G. Paid leave days are not accumulative from year to year.

H. A request shall be made two (2) weeks prior to taking of paid leave days.

I. The employee's birthday shall be considered a floating holiday which may be taken at any time during the month in which the employee's birthday occurs.

ARTICLE 23. WORKERS' COMPENSATION.

Each employee will be covered by the applicable Workers' Compensation Laws and the Facility agrees that an employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation, an amount to be paid from that employee's accumulated sick leave benefits in accordance with Article 24, a sufficient sum to make up the difference between Workers' Compensation and his regular weekly income based on forty (40) hours.

ARTICLE 24. SICK LEAVE.

A. Sick leave shall accumulate at the rate of one (1) day for each month of service, with an unlimited accumulation. Any employee, upon termination, retirement, or in the case of death to the employee's beneficiary, shall be paid fifty percent (50%) of the unused sick leave in a lump sum. Any employee on sick leave shall be paid at the regular rate of pay for such absent days up to the number of days of sick leave accumulated for such employee.

1. Sick leave will be used for actual sickness or injury.

2. The department head may request a doctor's certificate showing that the time off was due to actual sickness, provided such requirement is reasonable under the existing circumstances. However, such requests shall not apply to short sicknesses of less than three (3) days, unless such leaves are habitual with the employee.

3. Probationary employees are not entitled to sick leave during the probationary period, but sick leave benefits shall be accumulated during the probationary period.

4. An employee may apply sick leave in cases of illness during pregnancy, except during the time of an approved maternity leave, as hereinafter defined.

5. Employees shall be entitled to use up to five (5) days of their paid sick leave days per year for sickness in the immediate family of the employee, immediate family to include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, or persons for whom the employee has been financially responsible.

6. Accumulation of sick leave benefits for part-time employees who work over sixteen (16) hours per week shall be on a pro-rata basis.

7. Each year an employee may elect to surrender up to fifty percent (50%) of accumulated sick days, but not in excess of ten (10) days, and be paid in cash for the same. Payment shall be made in a lump sum paid by separate check in the first week of December. Any employee who does not desire to surrender said days shall give two (2) weeks prior notice to the business office.

ARTICLE 24(A). FUNERAL LEAVE.

A. An employee shall be allowed a maximum of five (5) working days as funeral leave days, for death in the immediate family; "immediate family" is defined as mother, father, son, daughter or spouse.

B. An employee shall be allowed a maximum of three (3) working days as funeral leave days, for death of any of the following: mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or a member of employee's household for whom he is financially responsible.

C. Funeral leave days shall be used for attendance at the funeral and requirements immediately before and after the funeral.

ARTICLE 25. LEAVE OF ABSENCE.

A. Illness, Injury and Pregnancy Leave. A leave of absence without pay for injury, illness and pregnancy will be granted to employees with one (1) year of seniority upon proper application subject to the Employer's right to require medical proof. An employee may be on leave for a period of not more than three (3) months. An extension of this period may be granted by the Employer upon proper application. The Employer may request at any time as a condition of continuance of a leave of absence proof of continuing disability. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work, and in all such cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a leave of absence must present a physician's certificate indicating that the employee is physically able to perform the employee's job. Vacations, holidays, sick leaves and other fringe benefits will be retained but will not be accumulated during such leave of absence.

B. Military leave of absence. The Facility abides by the provisions of the federal and state regulations regarding re-employment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the grant of leaves of absence in accordance therewith.

C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position which they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

D. Members of the Union elected to attend a function of the Council or International Union, such as conventions or educational conferences, shall be allowed time off, without pay, to attend such conferences and/or conventions, provided adequate patient/employee ratio is maintained.

E. Upon written application, an employee may be granted a leave of absence to pursue an educational program related to patient care for a period of up to twelve (12) months without loss of seniority accrued prior to the leave. Upon completion of the leave, the employee may re-apply for employment and will

be granted employment when a vacancy in the job classification for which she applies and is qualified occurs. Seniority shall not accrue during the leave.

ARTICLE 26. LONGEVITY.

All employees of the Facility shall receive a longevity bonus effective after the third (3rd) year of continuous employment.

The amount of longevity shall be one percent (1%) of the employee's gross earnings in the preceding year, not to exceed gross pay of \$8,000. When an employee has completed ten (10) years of continuous employment, the longevity bonus shall be paid at the rate of two percent (2%) of the base pay, not to exceed a gross pay of \$8,000.

The longevity bonus shall be paid within thirty (30) days after the anniversary date of employment.

ARTICLE 27. INSURANCE.

A. Hospitalization, medical coverage insurance. The Facility will provide up to full family Blue Cross/Blue Shield M.V.F.-I (Semi-private), and \$2.00 co-pay drug rider.

B. Life Insurance. The Facility shall provide life insurance for each employee after payment of membership fee of \$5.25, for \$2,000.00, with the Facility paying the full premium. Employees shall have the option of purchasing additional life insurance for family members, provided they pay such premium.

C. Liability Insurance. The Facility shall maintain liability coverage for acts of malpractice of any of its employees.

D. The Employer reserves the right to change insurance carriers, including a change to self-insurance, providing the coverage is reasonably equivalent. Should the coverage significantly differ, the Employer agrees to meet with the Union concerning the changes in the coverage thirty (30) calendar days prior to the effective date of the change.

ARTICLE 28. PENSION PLAN.

All employees of the Facility acknowledge that the county-approved Pension Plan, through the Aetna Life and Casualty Company, September 1, 1967, covering all employees of Benzie County is mandatory and participation therein is a condition of employment.

The Facility agrees to assume the full cost of the employee's contribution to the Pension Plan. Retirees may continue hospitalization by self-payment to the Facility at the group rate, provided the insurance or self-insurance fund permits such employees to continue hospitalization by self-payment. Should the carrier or self-insurance fund not permit retirees this option, the Facility agrees that it will attempt to find coverage for retirees and assist them with the conversion to a new carrier.

ARTICLE 29. WORK HOURS, WORKWEEK AND SHIFT PREMIUM.

A. Employees who work on the second shift shall receive a shift differential of ten cents (10¢) per hour in addition to their regular rate, and an employee who works on the third shift shall receive a shift differential of fifteen cents (15¢) per hour in addition to their regular rate. Effective January 6, 1985, these amounts will be increased by ten cents (10¢).

B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

C. The regular full workday shall consist of eight (8) hours per day.

D. A thirty (30) minute lunch period shall be included in the eight (8) hour period.

E. Employees may take a rest period of ten (10) minutes for each half of their regular shift, or a total of twenty (20) minutes.

F. Required staff meetings or in-service meetings will be paid at the rate of time and one-half for everyone who attends outside their normal duty hours. Unless an employee is on vacation or approved sick leave, he must attend these educational sessions.

G. All employees' work schedules shall be in accordance with the schedule as negotiated between the Employer and the Union and shall be posted at all times. All schedules shall be subject to good-faith negotiations between the Employer and the Union prior to any change.

H. Employees reporting late for work, or employees required and authorized to work overtime, shall have their pay computed in accordance with the following schedule:

5 to 18 minutes	-	1/4 hour
19 to 33 minutes	-	1/2 hour
34 to 48 minutes	-	3/4 hour
49 minutes and over	-	1 hour

And for all hours thereafter, it shall be computed on the same basis as above defined.

I. The Facility agrees to provide coffee to each employee per each shift.

J. Employees shall give as much notice as possible for all unscheduled absences from work. Similarly, the Facility shall give as much notice as possible to on-call employees for work assignments. For purposes of this subparagraph, except in case of emergencies, not less than two (2) hours' notice will be given by the employee to the Facility prior to the beginning of the first shift and not less than four (4) hours' notice will be given prior to the beginning of any

other shift. In the event such notice is not given and no emergency exists which prevented the giving of such notice, then any such absence shall be considered unexcused.

K. An employee who is not scheduled to work but is called to report for work during a shift or prior to the beginning of a shift will be paid as follows: (1) if the call is prior to the beginning of a shift and the employee arrives within one hour from the time of the call, the employee will be paid from the beginning of the shift; (2) if the call occurs after the beginning of the shift and the employee arrives within one hour from the time of the call, the employee shall be paid from the time of the call; and (3) if the employee arrives more than one (1) hour after the time of the call, he shall be paid from the time of arrival.

L. The cost of meals shall not exceed one and one-half dollars (\$1.50) per meal and fifty-five cents (55¢) for either soup or salad.

M. The Facility agrees to maintain the current negotiated schedule of two (2) weekends on and one (1) off during the life of this Agreement. The Employer will add Housekeeping and Laundry to the negotiated schedule.

N. An employee who is on an unpaid leave of absence or day off the weekend they are scheduled to work will be required to work the following weekend. In case of illness on the weekend the employee is scheduled to work, a doctor's certification of proof of illness may be required, at the option of the Facility at his or her expense before the end of that pay period or scheduled payday.

O. Under no circumstances will the work schedule of any employee be changed to avoid the payment of overtime unless by mutual agreement.

ARTICLE 30. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

A. For all hours worked over eight (8) hours per day.

B. For all hours worked outside the regular scheduled workweek, except voluntary exchange of days within the regular schedule. Part-time employees scheduled to work to facilitate scheduling and on-call employees shall not be considered as working on a regular schedule.

C. For all hours worked in excess of eighty (80) hours every two (2) weeks, except as may be worked in accordance with a negotiated work schedule.

D. Any employee called in to work overtime, as herein provided, shall be guaranteed at least two (2) hours' pay at the rate of time and one-half.

ARTICLE 31. CLASSIFICATIONS AND HOURLY RATES.

<u>Full-time Employees</u> <u>(40 hours or more per week)</u>	<u>Start</u>	<u>90</u> <u>Days</u>	<u>6</u> <u>Mos.</u>	<u>1</u> <u>Yr.</u>	<u>2</u> <u>Yrs.</u>	<u>3</u> <u>Yrs.</u>
<u>Part-time Employees</u> <u>(as elsewhere defined)</u>		<u>360</u> <u>Hrs.</u>	<u>720</u> <u>Hrs.</u>	<u>1560</u> <u>Hrs.</u>	<u>3120</u> <u>Hrs.</u>	<u>4680</u> <u>Hrs.</u>

From January 8, 1984 through
January 5, 1985:

Nurse Aide Assistant	3.95	4.20	4.26	4.59	4.80	4.85
Diversional Activity	4.09	4.33	4.39	4.73	4.91	4.98
Laundry Aide	3.95	4.20	4.26	4.59	4.80	4.85
Housekeeping Aide	3.95	4.20	4.26	4.59	4.80	4.85
Maintenance	4.38	4.63	4.60	4.96	5.22	5.28

From January 6, 1985, through
January 5, 1986:

Nurse Aide Assistant	4.13	4.38	4.44	4.77	4.98	5.03
Diversional Activity	4.27	4.51	4.57	4.91	5.09	5.16
Laundry Aide	4.13	4.38	4.44	4.77	4.98	5.03
Housekeeping Aide	4.13	4.38	4.44	4.77	4.98	5.03
Maintenance	4.56	4.81	4.87	5.14	5.40	5.46

Prior experience credit may be allowed at the discretion of the Facility to a maximum of six (6) month rate.

ARTICLE 32. PAYROLL.

Payroll shall be computed from 12:01 a.m. on Sunday through 12:00 midnight Saturday on a bi-weekly basis, and payday shall be every other Friday after the bi-weekly payroll period. All employees working on the second or third shift shall be able to receive their checks the night before.

ARTICLE 33. COMPUTATION OF BENEFITS.

A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement; however, advanced vacation pay, unused sick leave pay, and longevity pay shall not be counted as time worked for purposes of overtime computations.

B. Part-time employees, working more than sixteen (16) hours per week, shall be granted benefits pro-rated on the number of hours worked per day and based on 2,080 hours per year, except where excluded.

C. Employees working sixteen (16) hours or less per week shall not be entitled to any fringe benefits under this Agreement.

ARTICLE 34. JURY DUTY.

An employee who is on jury duty or is subpoenaed as a witness will be paid the difference between his pay for jury duty or a witness fee and his regular pay.

ARTICLE 35. BULLETIN BOARDS.

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

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Notices pertaining to other Union business.

ARTICLE 36. VETERANS.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 37. ENTIRE AGREEMENT CLAUSE.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Facility and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 38. WAIVER CLAUSE.

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

ARTICLE 39. NO STRIKE - NO LOCKOUT.

The Union agrees that during the term of this Agreement neither its officers, representatives, committeepersons, its members nor employees covered by this Agreement will, for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walkout, slowdown, sit-down, stay-in, stay-away, boycott of a primary or secondary nature, picketing, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized and the Union agrees that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and the refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever. During the term of this Agreement, the Employer shall not engage in any lockout of employees.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge for violating the provisions of this section. Any appeal to the grievance procedure shall be limited solely to the question of whether the employee or employees did in fact engage in any of the above-prohibited activities.

ARTICLE 40. MANAGEMENT RIGHTS.

The Employer retains and shall have the sole and exclusive right to manage and operate the Facility in all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation are the following:

A. To determine all matters pertaining to management policy, to services to be furnished, and to the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine or establish new departments; to establish classifications of work and to determine the number of personnel required and the number of hours required in each employee work schedule; to eliminate or combine classifications; to hire personnel; to direct and control operations; to transfer employees as needed; to discontinue, combine or reorganize any part of its operations; to maintain safety, order and efficiency; to determine the suppliers and customers with whom it will deal; to study and use different methods, processes or machines; to employ new or different machines or equipment; to substitute mechanical or machine operations for human labor; to use outside assistance or engage independent subcontractors either inside or outside of the Facility to perform any or all of the Employer's operations or phases thereof, e.g., subcontracting; to establish job descriptions and work standards; to determine work loads, to establish and revise from time to time work rules and safety rules and to fix and determine penalties for violations of such rules; to provide and assign relief personnel; and in all respects carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance and arbitration procedure established in this Agreement.

B. The Employer shall also have the right to promote, demote, discipline, discharge for just cause, lay off or recall personnel, and to make judgments as to the skill and ability of employees, provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement and as such will be subject to the grievance and arbitration procedure established in this Agreement.

C. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically limited by this Agreement.

D. An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given to the employee by the Facility (unless doing so would obviously jeopardize the health or safety of the employee or others). Any appeal to the grievance procedure shall be made only after the order or instruction has been carried out.

ARTICLE 41. MEDICAL EXAMS.

The Facility agrees to provide, at no cost to the employee, such examinations and x-rays that may be required by the Facility.

ARTICLE 42. WORK PERFORMED OUTSIDE BARGAINING UNIT.

Supervisory employees and other employees not covered by the bargaining unit shall not regularly perform work which is performed by the bargaining unit, except in case of an emergency. Nothing herein contained shall be construed as a limitation on the existing and past practice of such personnel in the performance of their work.

ARTICLE 43. TERMINATION OF EMPLOYMENT.

An employee who is discharged for cause shall be entitled to receive all benefits earned to the time of discharge but shall not be entitled to the right to work beyond the date of discharge.

In the event of a discharge, except discharge for cause and probationary employees, the Employer shall give two (2) weeks' notice of termination to the employee.

ARTICLE 45. DEFINITION OF EMPLOYEES.

Temporary, irregular and part-time employees defined:

A. A temporary employee is one who is used to perform seasonal work to assist the regular work force. He shall not be used to take the place of regular full-time employment or work in regular job classifications when other employees are available. If a temporary employee is retained as a full-time employee, or works regularly beyond the length of the probationary period as defined in this

Agreement, he shall have seniority accumulated from his original date of hire and applied toward his probationary period. It is understood that the provisions of this Agreement do not apply to temporary employees except as otherwise provided.

B. Irregular employees. An irregular employee is one who regularly works sixteen (16) hours or less per week and does not normally work a regular schedule. It is understood that the provisions of this Agreement do not apply to irregular employees except that no irregular employee will receive a rate of pay or any benefits greater than those provided herein. Irregular employees may be used only under the following three (3) conditions:

1. When part-time employees are not available.
2. When full-time employees are not available.
3. In the event overtime would be required.

C. Part-time employees. A part-time employee is one who is regularly scheduled to work less than forty (40) hours, but more than sixteen (16) hours per week. They shall receive all benefits on a pro-rated basis that are provided for in this Agreement in comparison to the full-time employees, except where otherwise provided and receive the rate of pay in accordance with the classification and rate schedule. A part-time employee who is temporarily scheduled to fill a full-time position for a period in excess of thirty (30) days shall be considered a full-time employee for purposes of computing benefits for the period of time of free time worked in excess of thirty (30) days. Upon termination of the temporary assignment, the employee shall revert to his former status. Regular part-time employees must be willing to work all areas and shifts.

D. Full-time employees shall be scheduled for the equivalent of 40 hours per week under the negotiated schedule.

ARTICLE 45. TERMINATION AND MODIFICATION.

This Agreement shall become effective January 8, 1984, and continue in full force and effect until December 31, 1987, at 11:59 p.m.

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

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

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

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

E. 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, AFSCME, 1034 N. Washington Avenue, Lansing, MI 48906; and if to the Facility, addressed to Benzie Medical Care Facility, Frankfort, MI 49635; or to any such address as the Union or the Facility may make available to each other.

ARTICLE 46. CONTRACT REOPENER.

This Agreement shall be effective January 8, 1984, and shall remain in effect until December 31, 1987, at 11:59 p.m., unless extended under the terms of Article 45, Termination and Modification, subsection B.

This Agreement may be reopened for the purpose of negotiating changes in wages and fringe benefits thirty (30) days prior to December 31, 1986. The party requesting to reopen this Agreement under the provisions of this Article may do so by requesting said opening in writing to the other party more than sixty (60) calendar days prior to December 31, 1986. If neither party gives formal written notice more than sixty (60) calendar days prior to December 31, 1986, the Agreement shall remain in full force and effect, and all provisions of the Agreement shall remain unchanged. Notwithstanding the above, all provisions of this Agreement which are not covered by the reopener above shall remain in full force and effect and shall not be subject to the reopener or negotiations.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 14th day of February, 1984.

BENZIE MEDICAL EMPLOYEES
CHAPTER OF LOCAL #1804,
COUNCIL #25 AFSCME, AFL-CIO

BENZIE MEDICAL CARE FACILITY

By: Norma Bason

By: Douglas Rice

By: Lanette Knight

By: Victoria C. Lanning

By: Leonard J. Deffenbaugh

By: James T. Skotte

By: Barbara May

By: John Boasch
Adm.