

3/20/89

AGREEMENT

between

THE HOUGHTON COUNTY MEDICAL CARE FACILITY

And

THE HOUGHTON COUNTY MEDICAL CARE FACILITY
EMPLOYERS' CHAPTER OF LOCAL #226,
MUNICIPAL EMPLOYEES, AFL-CIO

March 23, 1987

to

March 20, 1989

Houghton County Medical Care Facility

FOREWARD

Welcome to the staff of the Houghton County Medical Care Facility. We hope you will find satisfaction in your work here, both for personal reasons and in the knowledge that you are performing an important service to people less fortunate than yourself.

The management will do everything possible to see that your working conditions are satisfactory and that you are treated fairly at all times. In return, it is expected that you will perform your work assignments in a cooperative effort with other staff members to provide the best possible care to our patients.

It is important to remember that every job assignment, whether or not it involves direct patient care, is oriented to the welfare of the patient. This is the only reason your job exists.

This Facility is owned by Houghton County. The responsibility for its cooperation is given by law to the Houghton County Social Services Board. The Board delegates general supervision of the Facility to the Director of the Houghton County Department of Social Services. The Board employs a resident administrator who is responsible to the Director for the daily operation of the Facility.

All employees must have filed a written application for position, and must pass a physical examination which will include a Mantoux test for tuberculosis.

Management has a working agreement with Local #226 of Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO. The agreement, which follows, defines the conditions of employment in this Facility.

AGREEMENT

This Agreement, entered into on the 23rd day of March, 1987 between the Houghton County Social Services Board (hereinafter referred to as the Employer), and Local 226 of Council 25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the 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 in 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 providing a 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

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 included in the bargaining units described hereinafter. All employees, excluding Registered Nurses, Licensed Practical Nurses in Charge, Confidential, and Supervisory employees.

2. MANAGEMENT RIGHTS

The Union recognizes and agrees that the Employer retains the sole right to manage and operate the medical care facility in all respects and as to all matters in connection with the exercise of such right, subject only to the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Employer (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any question he has to the Employer's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provision, of this Agreement.

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

(1) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the medical care facility.

(2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to modify or change any work or business hours or days specified in this Agreement.

(3) The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.

(4) Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation therein, the institution of new and/or improved methods or changes therein.

(5) Determine the qualifications of employees, including the subjecting of them to physical examination to determine their health status.

(6) Determine the number and location or relocation of its facilities, including the establishment or relocation of new hospitals, buildings, department, divisions or subdivisions thereof and the relocation or closing of departments, divisions or subdivisions, buildings or other facilities.

(7) Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

(8) Determine the financial policies, including all accounting procedures.

(9) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

(10) Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria and not in conflict with any of the provisions of this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the par-

ties during the terms of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Employer's action leading to such difference was protected by this Article, and if so, shall deny the grievance.

3. AID TO OTHER UNIONS

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

4. UNION SECURITY - AGENCY SHOP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues required for membership commencing sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a continued condition of employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60) day following the beginning of their employment in the unit.

5. DUES CHECK OFF

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

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

(c) The Employer agrees to provide this service without charge to the Union.

(d) Authorization Form:

6. REPRESENTATION FEE CHECK OFF

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

(b) The amount of such representation fee will be determined as set forth in Article 4 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See Authorization Form, Article 5, Section (d).

7. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin.

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

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

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

8. UNION REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper Union representation.

9. STEWARDS AND ALTERNATE STEWARDS

(a) Employees shall be represented by one (1) steward and one (1) alternate steward in each of the following employment areas: housekeeping and laundry, kitchen, maintenance, nursing assistants on day shift, and nursing assistants on afternoon, and nursing assistants on night shift.

(b) The time that stewards may use, without loss of pay, to investigate and present grievances is limited to four (4) hours weekly. Stewards shall report to their immediate supervisor prior to leaving and upon returning to their departments. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to the necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their assigned work at all times, except when given permission to leave their work as provided herein.

10. SPECIAL CONFERENCES

Special conferences for the discussion of important matters shall be arranged between the Union and the Employer at mutually agreeable times and places that will recognize the availability of the Employer, if it is to be a party to the conference. No more than three (3) representatives of the Union may attend. An agenda of matters to be discussed shall be presented in advance of the proposed conference, and discussion shall be limited to the matters on the agenda. Union members shall not lose time or pay for time spent in conference.

11. GRIEVANCE PROCEDURE

(a) The first step in the grievance procedure shall involve an oral presentation by the employee to his immediate supervisor.

(b) If the grievance is not then resolved, the employee's steward shall present it in writing to the Administrator within three (3) working days, defined as Monday through Friday. The Administrator shall respond in writing within five (5) working days of the receipt of the grievance.

(c) If still not resolved, the grievance shall be presented to the Director of the Department of Social Services within another four (4) working days, defined as Monday through Friday. The Director of the Department of Social Services shall respond, in writing, within five (5) working days of receipt of the grievance.

(d) If still not resolved, the grievance shall be presented to the Employer at its next regularly scheduled meeting.

(e) If not then resolved within ten (10) days, the grievance shall be submitted to a panel composed of two (2) members of the Union, two (2) members of the Social Services Board, and an impartial party selected by and mutually agreeable to the Board and Union representatives on the panel.

(f) If not resolved by the panel, (and in the event Council 25 wishes to carry the matter further), it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 4, file a Demand for Arbitration in accordance with the American Arbitration Association's rules & procedures. The arbitrator's decision shall be final and binding upon both parties.

(g) Expenses of arbitration shall be borne equally by the Employer and the Union. However, each party shall compensate its own representatives and witnesses and shall pay for its own transcribed copies of testimony if they are desired.

(h) An employee need not be present at a grievance hearing.

(i) The employee and the Union are to be informed in writing of decisions reached at any stage of the grievance process.

12. COMPUTATION OF BACK WAGES

Back wages shall be computed at the employee's regular rate of pay.

13. DISCHARGE OR SUSPENSION

(a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward, and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer.

Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure.

(d) Failure to submit a written grievance by the employee within four (4) working days constitutes a waiver of all claims concerning such discharge or suspension.

(e) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

14. SENIORITY

(a) New employees shall be considered in probationary status until they have completed sixty (60) work days. Upon completion of the probationary period, the employee shall rank for seniority from the date of hire. Employees shall not rank for seniority during the probationary period.

(b) Probationary employees shall be represented by the Union in matters set forth in Section 1 of this Agreement, except the Union shall not represent discharged or disciplined employees for other than Union activity.

(c) Seniority shall be on a Facility-wide basis, in accordance with the employee's last date of hire.

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

(e) Seniority lists which itemize employees by name, job title, and date of last hire shall be posted by the Employer twice annually, on January 1 and July 1.

(f) Seniority shall be lost for the following reasons:

1. A quit.

2. A discharge not reversed through the grievance procedure.

3. Absence of five (5) consecutive working days without approval of the Employer. The Employer may recognize exceptional circumstances. The Employer shall send to the employee at his last recorded address, by certified

mail, return receipt requested, written notice of discharge and loss of seniority.

4. Failure to return to work when recalled from layoff.

5. Return from sick leave, annual leave, and leaves of absence will be treated as in 3 above.

15. SHIFT PREFERENCE

Shift preference will be granted upon written request when a vacancy occurs on the basis of seniority with the classification, except in departments where shifts normally rotate.

16. SENIORITY OF STEWARDS AND OFFICERS

Super-seniority of stewards and officers of the Union shall be limited to ten (10) extra years.

It is agreed upon that super-seniority for officers and stewards is for lay-off purposes only.

17. SUPPLEMENTAL AGREEMENTS

Supplemental agreements are those which are intended to cover situations not otherwise clarified in the Agreement. They shall be subject to good faith negotiations and shall be acted upon as soon as possible, subject to the availability of the Employer.

18. LAYOFF

(a) The word "layoff" means a reduction in the work force because of a decreased workload or because of lack of funds.

(b) Layoffs will be on a Facility-wide basis, subject to seniority and ability to perform necessary duties. Probationary employees shall be laid off first. The Employer may make exceptions in exceptional situations. Exceptional cases may be taken to Special Conference, and if not resolved, to the third step in the grievance procedure.

(c) Employees shall be given seven (7) days' notice in case of layoff, except in cases of emergency. A list of laid-off employees shall be given to the Local Union Secretary.

(d) Employees shall be recalled to duty in the order of their seniority, subject to ability to perform necessary duties. Recalls shall be in writing to the employee's last recorded address by certified mail, return receipt

requested. Failure to report to duty within five (5) days from receipt of notice shall be considered a quit.

(d) In proper cases, exceptions shall be made.

19. TRANSFERS

(a) Employees transferred to positions not in the bargaining unit, and subsequently returned to a position within the units shall accrue all benefits provided for in the Agreement while they are in the non-bargaining unit position.

(b) Employees transferring to a new job and/or classification shall receive the rate of pay that his/her seniority entitles him/her to.

20. JOB POSTINGS AND BIDDING PROCEDURES

(a) In the event of a vacancy or newly-created position within the bargaining unit, employees shall be given the opportunity to transfer upon written request on the basis of qualifications and seniority. Vacancies and new positions shall be posted at least seven (7) calendar days prior to the contemplated date of filling the position, provided that the Employer may fill the position on a temporary basis during the posting period. Employees interested shall apply in writing within the seven (7) calendar day posting period.

Following the expiration of the posting period (seven (7) days), the job will be filled within two (2) weeks. If the job is not filled within two (2) weeks, the Employer will notify the Union of reasons for the delay.

(b) The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

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

During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(c) In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(d) For the purpose of lateral transfer only, a period of twelve (12) months must have elapsed since the employee last was granted a lateral transfer.

(e) During trial periods, employees will receive the rate of the job they are performing.

(f) The Employer reserves the right to determine the qualifications of the employees.

(g) For the purposes of this Agreement, promotion is a transfer to a higher-paying job intended to be permanent and lateral transfer shall be defined as a transfer to another job classification in another department at equal or lower rate of pay.

(h) The Employer will provide the Union with a copy of all postings within twenty-four (24) hours and will further provide the Union with a notice of the selection of the successful applicant within twenty-four (24) hours after the successful applicant has been notified.

21. VETERANS

(a) 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 in 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, and of which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) 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 effective with the date of hire. Any unused accumulated sick leave will be credited upon completion of military duty and return to work. He shall be in the pay status he would have reached had he not served in the military. He shall be in the job classification closest to that held at the time of entry on military duty.

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

(d) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

(e) 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 is the normal limit, except in cases of emergency.

22. LEAVE OF ABSENCE

A leave of absence without pay and without loss of seniority may be granted to permanent, year-around, full and part-time employees, with at least one (1) year's seniority. Exceptions may be made by Management for valid reasons. Leave may be granted for the following reasons:

1. Health, provided it can be reasonably expected that medical treatment will enable the employee to return to duty.

2. Maternity leave, provided that the employee returns within one (1) year of delivery. A pregnant employee may not work after the sixth (6th) month of pregnancy, unless her physician states in writing that she is physically able to work and specifies the length of time beyond six (6) months that she may work. This is subject to approval of Management.

3. Special education and training if it is the employee's intent to return to work, and the training will increase the employee's value to the Employer.

(a) In general, leaves of absence may not exceed three (3) months. However, they must be renewed for additional three (3) month periods if circumstances warrant but not to exceed a total of one (1) year.

(b) Fringe benefits are suspended during a leave of absence. Annual leave may be paid up at the beginning of the leave if the employee desires. If the employee wishes, annual and sick leave may be banked for future use upon the employee's return to duty. Fringe benefits include sick and annual leave accruals, holidays and time accruals for the purpose of qualifying for pay increases and bonus annual leave.

(c) When a leave is for a health reason, for maternity reasons, or when an employee is off duty and receiving Worker's Compensation benefits, insurances shall continue in force for a period not to exceed one (1) year.

(d) When an employee is on leave, he is to be notified by certified mail two (2) weeks in advance of the expiration date of each three (3) month leave period, so he may have the opportunity to renew.

(e) Employees who are off duty because of illness for more than two (2) consecutive work days and who have exhausted sick leave and annual leave, or elect not to use annual leave, must have an approved leave of absence in effect. A position vacated by leave of absence may be filled on a temporary basis.

4. Educational leave, the Employer may approve an individual employee's written request for a full time Educational Leave of Absence without pay for a

period of time up to (2) years. To qualify for such an Educational Leave, the employee must be admitted as a full-time student as determined by the established requirements of the education institution relating to full-time status. Before the Leave of Absence can become effective, a proof of enrollment must be submitted by the employee to his/her Departmental Supervisor. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in order to remain on leave. Educational Program must be related to the Departmental Needs in which the employee works.

An employee shall have been employed by the Facility for a period of time not less than five (5) years prior to Approval of an Educational Leave.

Sick Leave will be retained and be available upon return from Leave.

At the Start of the Leave, the employee will be paid all of his/her accrued Annual Leave. Annual Leave may be frozen up to forty (40) hours at the request of the employee. The request must be in writing and at the time the Leave is requested.

An Educational Leave shall not be considered a break in service, but no seniority nor other fringe benefits shall accrue during the leave.

An employee may continue to be covered by the Facility's insurance programs providing he/she pays one hundred (100) percent of the premium.

An employee on Leave shall not be exempt from layoff by virtue of being on Leave.

Employees on an Educational Leave of Absence will retain all Rights to return to a position at their current job classification and pay level. There will be no assurance that they can return to the previous shift or floor assignment.

The employee shall notify the employer in writing on the Availability to return to work. The employer will within 60 days of this notification make a position available to the employee. This notice shall not be more than 30 days before the last day of the school year nor more than 30 days after the last day of school. Employees who fail to report for work or fail to notify the employer within the time frames will be considered to have terminated their employment.

Leaves will be granted as long as they do not adversely affect the employee's Departmental Needs.

23. LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. An employee may exchange shifts with another employee if it can be arranged so as not to lose time or pay.

24. SICK AND FUNERAL LEAVE

(a) All permanent, full-time employees covered in this Agreement shall earn sick leave at the rate of one-half ($\frac{1}{2}$) day per bi-weekly pay period.

(b) Sick leave may be accumulated as provided above throughout the employee's period of classified service.

(c) An employee must be in paid status for eighty percent (80%) of the regular pay period in order to be credited with earned sick leave.

(d) Accumulated sick leave is not paid to the separated employee except under the following conditions: When an employee retires upon reaching the age of sixty (60) years, he shall be paid one-half ($\frac{1}{2}$) of the accumulated sick leave. Upon his death while in the employ of the Facility, one-half ($\frac{1}{2}$) of the accumulated sick leave shall be paid to the designated beneficiary.

(e) Sick leave may be used only for the following reasons:

1. Illness of employee.

2. Illness of a member of the employee's immediate family when living under the same roof as the employee or when the employee has financial or supervisory responsibility for the relative.

3. Use of sick leave for dental, optometric or medical appointments is limited to one-half ($\frac{1}{2}$) day, unless the employee is too ill to work, travel is excessive, or an emergency exists.

(f) Paid funeral leave up to five (5) days a calendar year may be used by permanent, full and part-time employees. This leave shall not be deducted from sick leave. This leave may be used only in the event of the death of an employee's spouse, child, parent, foster-parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, aunt or uncle. The use of funeral leave is subject to the following:

1. Three (3) days may be used when the funeral is local.

2. When a funeral is distant from the employee's residence, up to a maximum of five (5) days may be used. If an absence of more than five (5) days is necessary, annual leave or leave without pay must be used.

If more than five (5) days are necessary during the calendar year, then sick and/or annual leave or leave without pay must be used. Provisions for taking such leave must have approval of the Administration.

25. WORKING HOURS

(a) A regular full work day shall consist of eight (8) hours.

(b) A regular full work week shall consist of forty (40) hours.

(c) If in case of emergency, an employee must work beyond the normal work day or week, he shall be paid at time and one-half for any extra hours worked over forty (40) in any one calendar week, and the extra pay shall be reflected in the regular pay check for the pay period involved.

(d) The Employer will provide a "coffee break" to all employees during the first and second halves of their regular shifts.

(e) The Employer will provide to all employees whichever meal is usually served during a regular shift.

(f) An employee reporting for call-in duty shall be guaranteed a minimum of four (4) hours' pay at his regular rate of pay. This will apply whether or not the call-in time is followed by a regularly scheduled work shift.

(g) The Employer agrees that overtime work will be equalize within a work classification insofar as it is possible.

(h) All Employees are expected to be at their work stations at the regularly scheduled starting times.

(i) Shifts worked during a time change shall be paid on eight (8) hours.

(j) The Employer will include sick leave, annual leave, personal leave and funeral leave as hours worked.

26. HOLIDAYS

(a) Employees are entitled to the following paid holidays: New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, full days on Christmas and New Year's Eve.

(b) In the case of the 11:00 p.m. shift to 7:00 a.m. shift, the holiday shall be considered to have started at 11:00 p.m. the day prior to the holiday.

(c) An employee shall have an option to take an equivalent day off for a paid holiday, or be paid for one (1) extra day's work at the regular rate of pay. If a day off is chosen, it must be taken within the pay period involved, subject to the personnel needs of the Employer. If it is not possible to schedule days off within the pay period, the option to carry over the day into the next pay period will be offered to the employees based on seniority. If the next pay period will be offered to the employees based on seniority. If through no fault of the employee the day off cannot be taken during the time allowed, the time off will be carried over until Administratively possible to schedule.

(d) Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from duty without supervisory approval the day before or the day after a recognized holiday.

(e) If a holiday falls within an employee's vacation period, it shall not be considered as both a paid holiday and a paid vacation day.

27. ANNUAL LEAVE

(a) All permanent employees covered by this Agreement shall earn annual leave at the rate of one-half ($1/2$) day per bi-weekly pay period.

(b) Annual leave may be accumulated to thirty (30) days.

(c) An employee must be in paid status for eighty percent (80%) of the regular pay period in order to be credited with earned annual leave.

(d) Accumulated annual leave shall be paid to the separated employee.

(e) Vacations will be granted at such times during the year as are suitable, at all times considering the efficient operation of the Department concerned and the wishes of the employee.

(f) A vacation may not be waived by an employee and extra pay received in lieu.

(g) If a regular payday falls within an employee's vacation period, he may receive his vacation paycheck before leaving on vacation. Pay in anticipation of work to be performed will not be granted. His request for an advance of vacation pay must be made not less than two (2) weeks prior to his scheduled vacation.

(h) Bonus annual leave days are earned on the following basis and are credited to the employee in the first pay period in the month in which his anniversary date falls.

1. An additional three (3) days after five (5) years of employment.
2. An additional two (2) days after ten (10) years of employment.
3. An additional two (2) days after fifteen (15) years of employment.
4. An additional two (2) days after twenty (20) years of employment.
5. An additional two (2) days after twenty-five (25) years of employment.

(i) Annual leave is earned but cannot be used until the probationary period is completed.

28. PERSONAL LEAVE

Each employee shall be entitled to a personal leave of two (2) days per year, chargeable to sick leave, for the purpose of meeting family obligations, legal commitments, religious obligations, and demands of professional growth. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or after work hours. Personal leave shall not be used to extend holidays.

29. OTHER BENEFITS

(a) Management will replace clothing or prosthetic appliances (eyeglasses, dentures, etc.) if they are torn or damaged by a patient.

(b) The full profits from pop machine sales will be donated by Management to the Employees' Association.

30. UNION BULLETIN BOARDS

(a) The Employer will provide a bulletin board in the building for the posting of the following types of notices by the Union:

1. Recreational and social events.
2. Elections and their results.
3. Meetings.

(b) The Union will provide the Employer with a copy of all notices.

31. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the job description and rate are proper, the matter will be negotiated.

32. TEMPORARY AND PART-TIME EMPLOYEES

(a) Temporary or part-time employees may be certified to a full-time position when a vacancy occurs. They will earn all benefits from the date certified.

(b) Permanent part-time employees shall earn all benefits from the date certified, except that annual and sick leave are credited on a fractional basis

commensurate with the hours worked. They shall receive full pay for holidays. They may be certified to a permanent full-time position if a vacancy occurs. They are normally scheduled to work a minimum of three (3) days per week, and may be requested to work full pay periods during vacation periods or emergencies. Part-time employees shall be given first opportunity to work additional hours before call-ins are used. Lists must be signed by employees desiring more hours. The list will be for a period of three (3) months.

(c) Permanent, on-call employees are those who are subject to call-in on short notice in emergencies. They are not eligible for any fringe benefits with the exception of annual and sick leave, which will be credited on a fractional basis, commensurate with the hours worked. They will not be regularly scheduled to work, but will be subject to call-ins and will not be represented by the Union in any matter.

(d) Temporary employee is an employee whose employment is limited in duration (not more than sixty (60) work days) and is hired for the purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation. They earn no fringe benefits. No one temporary employee shall be used for more than one sixty (60) day duration in any six (6) month period.

33. TEMPORARY ASSIGNMENTS

(a) Senior employees shall be granted the first opportunity to fill temporary vacancies created by illness, vacations or emergencies, if they meet the requirements of the job. The rate of pay shall be the regular rate for the job involved.

(b) Any position which will be vacant ninety (90) days or less will not be posted and may be filled by a temporary employee. If the vacancy is to continue for a period of time exceeding ninety (90) days, it will be filled by the Job Posting and Bidding Procedure as found in Article 19.

34. JURY DUTY AND MILITARY LEAVE

If an employee is required to serve jury duty or must serve Reserve or National Guard, the Employer will pay his full pay at the regular rate. The employee shall pay over to the Employer any fees or pay he received for his services, excluding travel and living allowances.

35. SAFETY COMMITTEE

A safety committee consisting of Employer and Union representatives is hereby established. It shall consist of employees representing the various departments, and membership shall be rotated regularly so that all employees are exposed to formal safety practices.

36. INSURANCE

(a) The Employer agrees to fully-paid Employers Insurance of Wausau Plan Basic with Major Medical containing a \$50 per person and \$150 per family deductible per year or equivalent plan medical insurance for the employee and legal dependents.

(b) The Employer agrees to cover each employee with \$2,000 group life insurance coverage, \$2,000 group accidental death and dismemberment coverage and shall continue coverage of \$1,000 group life insurance for employees who retire after 10 years' employment and after the 55th birthday. The above coverage shall be fully paid by the Employer.

(c) All permanent part-time employees hired after March 28, 1982 will receive 60% payment towards their medical insurance plan. Regular full-time employees hired after March 28, 1982 will receive their fully-paid medical insurance plan.

37. WORKER'S COMPENSATION

(a) Each employee shall be covered by applicable Worker's Compensation Laws. The Employer agrees that accumulated sick leave will be paid until exhausted at a rate sufficient to assure the employee receiving his regular pay.

(b) Use of sick time while drawing Worker's Compensation shall be at the option of the employee.

(c) Employer will grant to its employees a maximum of one year credit to counted towards retirement eligibility for any period of time lost due to a Worker's Compensation related injury if the said employee returns to work within one (1) year from the date of such compensable injury. Maximum accumulation is one (1) year and can be accumulated by more than one (1) compensable related injury.

38. WORK INTERRUPTIONS

The parties to this Agreement mutually agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruptions of these services for any cause whatsoever by the employees it represents, nor shall they absent themselves from work or abstain in whole or in part from the full and proper performance of their duties. Any violation of the foregoing may be the subject of disciplinary action or discharge.

39. DISMISSAL

The following are cause for dismissal:

- (a) Insubordination
- (b) Immoral conduct
- (c) Intoxication
- (d) Use of Narcotics
- (e) Refusal to accept a job assignment, provided that it falls within the employee's job classification.
- (f) Repeated tardiness or excessive absenteeism
- (g) Breach of confidentiality
- (h) Entering into financial transactions with patients
- (i) Mistreatment of patients
- (j) Lack of personal ability to work harmoniously with other staff members to the point that morale suffers.

40. CONFIDENTIALITY

(a) The parties agree that every patient has the basic right to privacy in regard to his personal and health problems. Any employee who violates this right is subject to immediate dismissal.

(b) Any employee who enters into or conducts a business transaction of any kind for or with a patient is subject to immediate dismissal. Any request to do so must be reported to the employee's immediate supervisor.

41. PENSION PLAN

The Employer will provide to any permanent, full and part-time employee a retirement pension, as summarized in Supplement C, without cost to the employee. The Employer reserves the right to select the carrier of this coverage.

42. FEDERAL, STATE OR COUNTY TRAINING PROGRAMS

The Employer agrees that any person assigned to the Medical Care Facility on a Federal, State or County training program shall not replace existing staff.

43. TERM OF AGREEMENT

(a) This Agreement shall become effective at 7:00 a.m. March 23, 1987 and continue in full force and effect until 7:00 a.m. March 20, 1989.

(b) The cost of living shall remain dormant from March 23, 1987 to March 20, 1989. It being further understood that the following cost of living language shall remain a part of this contract and is set forth as follows:

"A cost of living adjustment shall be made using the November, 1970 release for the Milwaukee, Wisconsin, area by the U.S. Department of Labor, Bureau of Labor Statistics, Consumers Price Index, based on 1967-100.

1. A cost of living adjustment shall be made quarterly on the first pay period following the release of the cost of living index.

2. For each 0.4 index rise, each employee shall receive an increase of one cent (1¢) per hour. The total increase shall be computed on the quarterly index versus the November, 1970 figure.

3. For each 1.0 reduction in the cost of living index, each employee's wages shall be reduced one cent (1¢) using the same computation dates as above. Reduction in wages shall not be from the base rate of December, 1976."

(c) If either party desires to modify, change or terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice to the other party. If neither party gives notice as hereinbefore provided, this Agreement shall continue in full force and effect from Agreement term to Agreement term, subject to notice being sixty (60) days prior to a subsequent Agreement termination date.

44. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer 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.

45. WAGE STRUCTURE See Supplement A:

SUPPLEMENT A

WAGES

Effective March 23, 1987

<u>Position</u>	<u>Beginning</u>	<u>One-Year</u>	<u>Two-Year</u>
Cook-Baker			
Hourly	\$ 6.69	\$ 6.80	\$ 6.93
Daily	53.52	54.40	55.44
Aide-Kit.			
Hourly	6.48	6.58	6.68
Daily	51.84	52.64	53.44
Aide-Laundry, Hska.			
Hourly	6.43	6.53	6.63
Daily	51.44	52.24	53.04
D.T. Aide			
Hourly	6.69	6.83	6.98
Daily	53.52	54.64	55.84
Maintenance			
Hourly	7.28	7.44	7.54
Daily	58.24	59.52	60.32
Utility Man			
Hourly	7.18	7.34	7.44
Daily	57.44	58.72	59.52
Nursing Assistants			
Hourly	6.64	6.77	6.91
Daily	53.12	54.16	55.28
Ward Clerk			
Hourly	6.67	6.78	6.91
Daily	53.36	54.24	55.28
Adm. Storage Custodian			
Hourly	7.28	7.44	7.54
Daily	58.24	59.52	60.32

A.M. Cook to receive 15¢ per hour in addition to cook-baker rate.

SUPPLEMENT A

WAGES

Effective January 11, 1988

<u>Position</u>	<u>Beginning</u>	<u>One-Year</u>	<u>Two-Year</u>
Cook-Baker			
Hourly	\$ 6.74	\$ 6.85	\$ 6.98
Daily	53.92	54.80	55.84
Aide-Kit.			
Hourly	6.53	6.63	6.73
Daily	52.24	53.04	53.84
Aide-Laundry, Hskg.			
Hourly	6.48	6.58	6.68
Daily	51.84	52.64	53.44
D.T. Aide			
Hourly	6.74	6.88	7.03
Daily	53.92	54.80	56.24
Maintenance			
Hourly	7.33	7.49	7.59
Daily	58.64	59.92	60.72
Utility Man			
Hourly	7.23	7.39	7.49
Daily	57.84	59.12	59.92
Nursing Assistants			
Hourly	6.69	6.82	6.96
Daily	53.52	54.56	55.68
Ward Clerk			
Hourly	6.72	6.83	6.96
Daily	53.76	54.64	55.68
Adm. Storage Custodian			
Hourly	7.33	7.49	7.59
Daily	58.64	59.92	60.72

A.M. Cook to receive 15¢ per hour in addition to cook-baker rate.

SUPPLEMENT A

WAGES

Effective March 21, 1988

<u>Position</u>	<u>Beginning</u>	<u>One-Year</u>	<u>Two-Year</u>
Cook-Baker			
Hourly	\$ 6.84	\$ 6.95	\$ 7.08
Daily	54.72	55.60	56.64
Aide-Kit.			
Hourly	6.63	6.73	6.83
Daily	53.04	53.84	54.64
Aide-Laundry, Hskg.			
Hourly	6.58	6.68	6.78
Daily	52.64	53.44	54.24
D.T. Aide			
Hourly	6.84	6.98	7.13
Daily	54.72	55.84	57.04
Maintenance			
Hourly	7.43	7.59	7.69
Daily	59.44	60.72	61.52
Utility Man			
Hourly	7.33	7.49	7.59
Daily	58.64	59.92	60.72
Nursing Assistants			
Hourly	6.79	6.92	7.06
Daily	54.32	55.36	56.48
Ward Clerk			
Hourly	6.82	6.93	7.06
Daily	54.56	55.44	56.48
Adm. Storage Custodian			
Hourly	7.43	7.59	7.69
Daily	59.44	60.72	61.52

A.M. Cook to receive 15¢ per hour in addition to cook-baker rate.

SUPPLEMENT A

WAGES

Effective January 9, 1989

<u>Position</u>	<u>Beginning</u>	<u>One-Year</u>	<u>Two-Year</u>
Cook-Baker			
Hourly	\$ 6.89	\$ 7.00	\$ 7.13
Daily	55.12	56.00	57.04
Aide-Kit.			
Hourly	6.68	6.78	6.88
Daily	53.44	54.24	55.04
Aide-Laundry, Hska.			
Hourly	6.63	6.73	6.83
Daily	53.04	53.84	54.64
D.T. Aide			
Hourly	6.89	7.03	7.18
Daily	55.12	56.24	57.44
Maintenance			
Hourly	7.48	7.64	7.74
Daily	59.84	61.12	61.92
Utility Man			
Hourly	7.38	7.54	7.64
Daily	59.04	60.32	61.12
Nursing Assistants			
Hourly	6.84	6.97	7.11
Daily	54.72	55.76	56.88
Ward Clerk			
Hourly	6.87	6.98	7.11
Daily	54.96	55.84	56.88
Adm. Storage Custodian			
Hourly	7.48	7.64	7.74
Daily	59.84	61.12	61.92

A.M. Cook to receive 15¢ per hour in addition to cook-baker rate.

SUPPLEMENT B
PENSION BENEFITS

- I Effective date 1/01/74.
- II ELIGIBILITY: All permanent, full and part-time employees.
- III NORMAL RETIREMENT DATE: The normal retirement date is the first day of the month coinciding with or next following the 62nd birthday, except that if an employee becomes a participant on the effective date and after 55th birthday, he will retire in 10 years.
- IV NORMAL RETIREMENT BENEFIT:
- A. One percent (1%) of final average earning times years of credited service. On March 19, 1989 the normal retirement benefit shall be modified to reflect one and two tenths percent (1.2%).
- B. Credited service is defined as years of service from date of hire to normal retirement date.
- C. Final average earnings on which retirement benefits would be based, would be the average of the employee's earnings during the highest five (5) consecutive calendar years during the ten (10) calendar years preceding the calendar year in which the eligible employee attains his normal retirement date.
- D. Employee's earnings will be gross cash earnings as per W-2.
- E. Required retirement at age 70.
- V EMPLOYEE CONTRIBUTION: No employee contribution will be required as a condition to participate in the plan. The Employer would pay the full cost of the plan.
- VI VESTING:
- A. Each employee will be 100% vested in his accrued retirement benefits upon completion of 10 years of service.
- B. Upon vesting an eligible employee will be eligible for benefits at age 62. The amount of benefits would be computed in the same manner as the normal retirement benefit, but will be based on the final average earnings and credited service at date of termination.
- VII NORMAL FORM OF INCOME:
- A. Retirement income payments will be payable to participant for his lifetime.

B. By accepting a reduction in retirement benefits, an employee can guarantee that his survivor will receive for life a certain percentage of the retirement benefit.

VIII EARLY RETIREMENT BENEFIT:

A. An eligible employee with at least 10 years of credited service and any time after attaining age 60 may retire, subject to the following reduction:

0	1	2
<u>100</u>	<u>93.3</u>	<u>86.6</u>

The early retirement benefit would be computed in the same manner as the normal retirement benefit, but will be based on final average earnings and credited service at early retirement, except accrued benefits is reduced by 1/15 for each year that early retirement precedes the normal retirement date.

B. If the period between the early retirement date and normal retirement date is not an integral number of years, the percentage to be applied shall be the percentage for the next higher integral number of years, increased by a proportionate part of the difference between that percentage and the percentage for the next lower integral number of years.

IX Plan will be qualified by Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR THE UNION:

Walter M. Miller
Margaret Kumpula
Lillian Pautler
Donna DeStronpe
Daniel Skaggs

FOR THE EMPLOYER:

Raymond Krantz
G. Bruce O'Fallon
John W. Witanen