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AGREEMENT

Between

BENZIE MEDICAL CARE FACILITY, FRANKFORT, MICHIGAN

and

BENZIE MEDICAL EMPLOYEES CHAPTER OF LOCAL #1804  
COUNCIL #55, A.F.S.C.M.E., AFL-CIO

THIS AGREEMENT, entered into this 1st day of January, 1975, by and between the BENZIE MEDICAL CARE FACILITY, Frankfort, Michigan, hereinafter called "the Facility" and BENZIE MEDICAL EMPLOYEES CHAPTER OF LOCAL #1804, affiliated with Council #55, A.F.S.C.M.E., AFL-CIO, hereinafter called "the Union."

I. 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 Employer, the employees and the Union.

II. 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 I. All regular full-time and part-time Nurses Aides, Orderlies, Maintenance, Food Service 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.

III. 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

*Benzie Medical Care Facility*

*State of Michigan  
Employment Relations Commission  
400 First Building  
Grand Rapids, Mich. 49502*





C. Remittance of dues to financial officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union within ten (10) days after the deductions are made.

D. Termination of Check-off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he revokes said authorization or 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 check-off.

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.

V. 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 Chairman 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.

VI. SPECIAL CONFERENCE

A. Special conferences for important matters may be arranged between the local president and the Facility or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two 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 representative may meet at a place designated by the Facility on the Facility's property for at least one-half hour immediately preceding the conference with the representatives of the Facility for which a written request has been made.

## VII. 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 a grievance, the immediate supervisor shall give his 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 "Statement of Grievance." The "Statement of 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 the steward. The administrator or his designated representative shall give his 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 American Arbitration Association. Such appeal must be taken within twenty-five (25) calendar days from the date of the meeting provided for in Step Three above.

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 in 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.
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 employee or employees involved, and the Facility.
6. No decision in any one case shall require a retroactive wage adjustment in any other case.
7. Any grievance which arose prior to the effective date of this agreement shall not be processed.
8. 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.

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

## VIII. 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 his 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. The Facility will review 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 the grievance procedure.

D. For purposes of this paragraph, discipline shall be defined as the action taken by the employer resulting in temporary termination of employment of one (1) week or more.

E. The discharge or discipline of a probationary employee, including employees on extensions of probationary periods, shall not be subject to the grievance procedure.

## IX. SENIORITY

A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) days of employment within not more than one hundred eighty (180) calendar days, 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 he completes the probationary period. There shall be no seniority among probationary employees.



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

C. Seniority shall be on an employer-wide basis, with preference given to full-time help, in accordance with the employee's last date of hire.

#### X. 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.

#### XI. SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the Chapter Chairman, Chapter Secretary and stewards 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.

#### XII. 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 working 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.

### XIII. LAYOFF DEFINED

- A. The word "layoff" means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory:

Probationary employees will be laid off on a Facility-wide basis. Employees with the least seniority will be laid off according to seniority, as defined in this agreement, and qualifications.

- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The chapter chairman shall receive a list from the employer of the employees being laid off indefinitely on the same day the notices are issued to the employees.

### XIV. RECALL

When the work force is increased after a layoff, employees with the most seniority as defined in this agreement and qualifications shall be recalled to work. Employees who have been transferred to other classifications, if any, shall have the opportunity to revert back to their former classification or shift first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail at least ten (10) days prior to the date that he is to report for work. If the employee fails to give notice or report for work, he shall be considered a quit.

### XV. SHIFT PREFERENCE

Shift preference will be granted in the case of necessity on the basis of seniority within the classification and qualifications of the employee. If an employee applies shift preference, he shall not be eligible thereafter for six (6) months.

### XVI. 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.



## XVII. JOB POSTINGS AND BIDDING PROCEDURE

A. All job vacancies and newly-created positions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies and newly-created positions will be posted for a period of four (4) days setting forth the requirements for the position at the time clock within seven (7) days before or after the vacancy occurs or the newly-created position is established. The senior employee applying for the position and who meets the qualifications shall be granted a four (4) week training period to determine:

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

The Chapter Chairman shall receive a copy of all job postings at the same time they are posted on the bulletin board and a list of the applicants who applied for the position at the end of the posting period.

B. All employees who make application for the position shall receive a written statement as to who received the position, and the reasons for denial, if any, shall be given on the statement within seven (7) calendar days after the posting period.

C. During the four (4) week training period the employee shall have an 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 in writing by the Facility.

D. Employees required to work in a higher classification shall be paid the rate of the higher classification.

## XVIII. TEMPORARY ASSIGNMENTS

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

## XIX. RATES FOR NEW JOBS

When a new job is placed in a 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.

## XX. 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.

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.

## XXI. 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.

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. When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

D. Vacation days may accumulate from year to year if not taken, subject to the following criteria:

1. Accrual of vacation days shall not exceed twenty (20) days and all days in excess of twenty (20) days in one (1) year not taken shall be lost.

2. Vacation days accrued must be taken to the extent of at least one (1) week of scheduled vacation during a one (1) year period.

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

F. If an employee is laid off or retired, or severs his employment, he 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 his vacation the following year.

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

H. Vacation year defined. A vacation year for the purposes of this article is a twelve (12) month period beginning with the individual employee's date of employment with the facility.

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

J. 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.

## XXII. HOLIDAY PROVISIONS

A. The following holidays shall be considered as paid holidays:

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

B. If eligible, employees will be paid their current rate of pay based on hours they are normally scheduled to work.

C. To be eligible for the above mentioned holidays, employees shall work their scheduled day before and their scheduled day after, unless they are on approved sick leave, vacation or authorized day off and the holiday is scheduled.

D. An employee who is on an unpaid leave of absence or day off at the time a holiday occurs will not be eligible for holiday pay.

E. Holidays shall be rotated as equitably as possible to provide each employee with a reasonable amount of holidays off each year.

F. In the discretion of the employee, holiday pay may be accumulated and paid in a lump sum on December 15 of each year, said holiday pay to be computed and paid at the rate of pay in effect at the time the holiday pay was earned, and provided, further, that the employee gives notice of said election to the business office of the Facility at least one pay period prior to the holiday.

### XXIII. WORKMEN'S COMPENSATION

Each employee will be covered by the applicable Workmen's Compensation Laws and the Facility further agrees that an employee being eligible for workmen's compensation will receive, in addition to his workmen's compensation, an amount to be paid from that portion of the employee's accumulated

sick leave benefits in accordance with Article XXIV a sufficient sum to make up the difference between workmen's compensation and his regular weekly income based on forty (40) hours.

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### XXIV. 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 (50%) per cent 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 such 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.



XXV - 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.

XXVI LEAVE OF ABSENCE

A. After one (1) year of continuous full-time employment, leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, but shall not accumulate benefits for:

1. Illness leave with a doctor's statement (physical or mental).

2. Prolonged illness of the spouse or dependent children of the employee, with a doctor's statement.

Such leaves may be extended for like cause.

B. Maternity leave of absence. After one (1) full year of continuous full-time employment, an employee who becomes pregnant shall be entitled to a maternity leave of absence. An employee may continue to work at the Facility while pregnant until such time as she desires to terminate her employment; provided, however, the Facility elects the right to require a physician's statement for the continuation of employment beyond the seventh month of pregnancy. A maternity leave of absence shall end no later than three (3) months following termination of her pregnancy if the employee after examination by her personal physician is reported physically able to work. However, if further leave due to pregnancy is recommended by her physician, additional leave of absence may be granted by the Facility. Vacations, holidays, sick leaves and other fringe benefits will be retained but will not accumulate during such leave of absence.

C. 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.

D. 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.

E. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off to attend such conferences and/or conventions.

F. 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 reapply 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.

## XXVII 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 (1%) per cent of the employee's gross earnings in the preceding year, not to exceed gross pay of \$8,000.00. When an employee has completed ten (10) years of continuous employment, the longevity bonus shall be paid at the rate of two (2%) per cent of base pay, not to exceed a gross pay of \$8,000.00.

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

## XXVIII INSURANCE

A. Hospitalization, medical coverage insurance. The Facility will provide each employee who works at least thirty (30) hours per week with an individual Blue Cross/Blue Shield MVF-1 (semi-private) policy; payroll deduction for family coverage portion of premium if desired by employee shall be provided.

B. Life insurance. The Facility shall provide life insurance for each employee after payment of a 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 premiums.

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

## XXIX 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.

Participation by payroll deduction shall commence for all employees not currently enrolled on the effective date of this agreement, with optional retroactive contribution rights granted to the employees not previously covered. The parties to this agreement agree to establish a study committee to review the pension plan over a six (6) month period and make a recommendation to the Benzie County Board of Commissioners.

## XXX WORK HOURS, WORK WEEK AND SHIFT PREMIUM

A. Employees who work on the second or third shift shall receive, in addition to their regular rate, a shift differential of ten (10¢) cents per hour.

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 work day shall consist of eight (8) hours per day.

D. With thirty (30) minutes off for lunch 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 employer agrees to provide coffee to each employee per each shift.

### XXXI 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 work week 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.

### XXXII CLASSIFICATION AND HOURLY RATES

| Full-time Employee-<br>30 hours or more per week | Start | 90<br>Days  | 6<br>Mo.    | 1<br>Yr.     | 2<br>Yr.     | 3<br>Yr.     |
|--|-------|-------------|-------------|--------------|--------------|--------------|
| Part-time Employee-<br>as elsewhere defined      |       | 360<br>Hrs. | 720<br>Hrs. | 1560<br>Hrs. | 3120<br>Hrs. | 4680<br>Hrs. |
| From January 1, 1975 through December 31, 1975   |       |             |             |              |              |              |
| Nurse's Aide                                     | 2.26  | 2.46        | 2.51        | 2.76         | 2.91         | 2.96         |
| General Activity                                 | 2.36  | 2.56        | 2.61        | 2.86         | 3.01         | 3.06         |
| Rehabilitation Activity                          | 2.36  | 2.56        | 2.61        | 2.86         | 3.01         | 3.06         |
| Orderly  | 2.26  | 2.46        | 2.51        | 2.76         | 2.91         | 2.96         |
| Laundry  | 2.26  | 2.46        | 2.51        | 2.76         | 2.91         | 2.96         |
| Housekeeping                                     | 2.26  | 2.46        | 2.51        | 2.76         | 2.91         | 2.96         |
| Maintenance                                      | 2.61  | 2.81        | 2.86        | 3.11         | 3.26         | 3.31         |



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

### XXXIII 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.

### XXXIV 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.

B. Part-time employees, working sixteen (16) hours or more 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 less than sixteen (16) hours per week shall not be entitled to any benefits under this agreement.

### XXXV JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

### XXXVI UNION 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.

### XXXVII VETERANS

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

## XXXVIII SUPPLEMENTAL AGREEMENTS

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

### XXXIX . ENTIRE AGREEMENT CLAUSE

This agreement supercedes 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.

### XL 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.

### XLI NO STRIKE PROHIBITION

During the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of an employee's duties) at the Facility for any purpose whatsoever.

The Union further agrees that during the life of this agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined, or any other activity that may disturb or interfere with the welfare of the patients of the Facility and violation of any of these provisions may be cause for immediate discharge of any individual employee participating in any such strike. The Facility fully agrees to not cause any lockout of the employees during the term of this agreement.



## XLII MANAGEMENT RIGHTS

The Facility hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon it and exercised by it in the management and operation of a County Medical Care Facility, subject only to the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Facility may reasonably and sensibly be claimed to be contrary to a specific limitation of its rights 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 Facility (unless his doing so would obviously jeopardize the health or safety of himself or others). Any question concerning said order may be raised only after said order or instruction has been carried out, and must be raised on a reasonable and sensible reading of a specific provision or provisions of this agreement.

## XLIII MEDICAL EXAMS

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

## XLIV 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.

## XLV TERMINATION OF EMPLOYMENT

To be eligible for vacation, longevity or severance benefits, an employee shall give at least two (2) calendar weeks' notice of termination of employment to the Employer, except in the case of emergency, sickness, discharge or death, said notice shall not apply.

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.

## XLVI 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 less than sixteen (16) hours 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.

C. Part-time employees. A part-time employee is one who is regularly scheduled to work less than thirty (30) hours, but sixteen (16) hours or more 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.

## XLVII TERMINATION AND MODIFICATION

This agreement shall become effective January 1, 1975 and continue in full force and effect until December 31, 1975.

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 #55, AFSCME, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Facility, addressed to Frankfort, Michigan, or to any such address as the union or the Facility may make available to each other.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 23rd. day of January, 19 75.

Signed in the presence of:

Victoria Lanning  
Douglas Rice

David W Hershey

BENZIE MEDICAL CARE FACILITY

By: Wendy Hobson

By: Lucretia J. Van Horn R.M.

LOCAL #1804

BENZIE MEDICAL CARE FACILITY  
EMPLOYEES, CHAPTER OF COUNCIL  
#55, AFSCME, AFL-CIO

By: Dorinda Priest

By: Rita Lovendusky