

AGREEMENT

between

IRON COUNTY MEDICAL CARE FACILITY

and

TECHNICAL, PROFESSIONAL, OFFICE WORKERS ASSOCIATION OF MICHIGAN
(TPOAM)



Effective: Upon Expiration

Termination: December 31, 2022

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AGREEMENT

This Agreement is effective upon execution, between the Iron County Medical Care Facility (hereinafter referred to as the "EMPLOYER") and the Technical, Professional, Office Workers Association of Michigan (hereinafter referred to as "TPOAM" or "UNION").

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

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

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

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

1. RECOGNITION (EMPLOYEES COVERED)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the employees' exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement. All employees of the Employer included in the bargaining units are described below:

All employees, including customer service associates, except registered nurses, licensed social workers, LPN's, MDS staff, In-Service Director, Wound Care Nurse, Certified Dietary Managers, Assistant Directors of Nursing, Diversionary Therapy Assistants, Business Office clericals, and medical health associates, department heads, confidential secretaries,

business office secretary, medical secretary, high school students and those college students who are employed on a temporary basis.

2. AID TO OTHER UNIONS

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

3. VOLUNTARY UNION MEMBERSHIP AND CHECK-OFF

Section 1. Each employee, who is, or becomes, a member of the Union, or a service fee payer, may sign an authorization for dues or service fee deduction, and shall do so with the understanding and declaration upon such form that the deductions shall continue until written notice of revocation of the authorization is transmitted to the Employer and Union.

Section 2. Upon written notice to the Employer and Union an employee shall have the right to opt out of union membership, as allowed by law, however, such action shall not eliminate the requirement that deduction of dues or service fees be continued pursuant to a previously executed authorization form.

Section 3. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 4. Deductions shall be remitted to the Union and sent to 27056 Joy Rd., Redford, Michigan 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 5. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or Union.

Section 6. If there is an increase or decrease in union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement by the Union.

Section 7. The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

Section 8. An employee that seeks to establish or reestablish either membership in the Union or service fee payer status shall comply with the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

Section 9. The Employer shall arrange within ten (10) working days of employment, a fifteen (15) minute interview period between the Union representative and the new employee for the purpose of welcoming the new employee, explain the structure of the union, rules, etc. and to provide any other pertinent Union information. The Human Resources Manager may attend this meeting.

4. RECOGNITION OF THE EMPLOYER'S RIGHT TO MANAGE

The Union recognizes and agrees that the Employer retains the sole right to manage and operate the Facility. An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given to the employee by the Employer (unless doing so would obviously jeopardize the health or safety of the employee or others). The employee shall raise any questions as to the Employer's right to give the employee the order or instruction only after the employee carries out the order or instruction. The employee's question must be based on a reasonable and sensible interpretation of a specific provision(s) of this Agreement.

This Agreement supersedes any past practice(s) or previous agreement(s), verbal or written, between or among any of the parties hereto and any employee(s) covered hereby which is in conflict in any way with this Agreement.

All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past or prior to the effective date of this Agreement and regardless of whether exercised in the future or following the effective date of this Agreement and regardless of the frequency or infrequency of exercise of these rights, shall remain vested exclusively in the Employer.

It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and

services in all respects. It is further expressly understood, and the Union agrees, that all such retained rights may be exercised by the Employer without prior bargaining or notice to the Union, and the Employer's judgment and determination in these areas shall not be subject to challenge; provided however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

Employer Rules and Regulations. The Employer has the right to establish rules and regulations, without prior bargaining with the Union, which it shall deem proper to govern the conduct of Employer's employees, including, but not limited to, safety rules and regulations, smoking policies, general personnel policies and procedures, and work rules and regulations. All newly revised rules and regulations shall be made available to the Union for inspection and review of such rules and regulations concerning working conditions. If the Union believes that any rule or regulation that concern working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within seven (7) calendar days after the establishment or the revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any Section of this Agreement.

5. DEFINITION OF EMPLOYEE STATUS

(a) Full-time Employee - A full-time employee is an employee who is employed by the Employer on a regular basis and whose normal schedule of work is forty (40) hours per workweek in a position classified by the Employer as full-time.

(b) Regular Part-time Employee - A regular part-time employee is defined as an employee who is employed by the Employer on a regular part-time basis and whose normal work schedule is less than forty (40) hours per workweek, but works at least 12 days per month of at least 5 days per pay period, in a position classified by the Employer as regular part-time.

(c) Seasonal Employee - A seasonal employee is defined as an employee who is employed for a limited period of time, but not to exceed six (6) months irrespective of whether the employee works a full-time or regular part-time schedule.

(d) Temporary Employee - A temporary employee is defined as an employee who is employed for a limited period of time, normally not to exceed twelve (12) months, irrespective of whether the employee works a full-time or regular part-time schedule. The Employer may extend this period to 18 months with notice to the Union. Any extension

beyond 18 months will require the consent of the Union.

(e) Casual, Relief, On-Call Employees – A casual, relief or on-call employee is an individual not included within the above definitions whose schedule of work is not on a regular or continuous basis, but one who works on an intermittent basis.

(f) Employees Excluded From Coverage. The Employer reserves the right to hire and utilize relief employees, temporary employees, casual employees, seasonal employees, on-call employees, students, auxiliary or volunteers and/or contract employees to perform bargaining unit work, and these employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. An employee who goes into student status will have their seniority frozen while in that status.

(g) Affordable Care Act. The parties recognize the Affordable Care Act contains definitions of full and part-time employees that may differ from those set forth above. See Article 41.

6. WORK INTERRUPTIONS

The parties to this Agreement mutually agree that the services performed by 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.

The Union and the Employer agree that violation of this section may result in discipline up to and including discharge for violation of this section.

7. Executive Board

(a) Employees shall be represented by an Executive Board as established by the Constitution and Bylaws of the Association.

(b) Among other duties as set forth in the Association Constitution and Bylaws, it shall be the function of the Executive Board members to act in a representative capacity for the purposes of processing grievances in accordance with grievance procedure established in this Agreement. When it is necessary for the Board Member to leave assigned duties to process a grievance, the Board Member shall request to be released

from assigned duties. Upon such a request, the supervisor will release the Board member from duties, provided that such release will not interfere with the orderly and efficient operation of the Employer. The Board member shall return to assigned duties as promptly as possible and shall advise the Board Member's supervisor of the return to duties. If it is not convenient for the Board member to be relieved from the assigned duties upon request, that Board member shall be excused as soon as proper arrangements have been made. Board members shall not abuse this privilege.

(c) The Employer agrees to recognize the Executive Board as the collective bargaining committee consisting of not more than five (5) employees. Members of the Executive Board shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. The Union's non-employee business agent(s) may also be present during collective bargaining negotiations. The Employer will attempt to schedule Board members off for negotiation sessions. Board members who are scheduled to work during negotiations shall receive their regular pay for scheduled hours missed due to scheduled negotiation sessions.

8. SPECIAL CONFERENCES

(a) Special Conferences for important matters shall be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be attended by at least two (2) representatives of the Union and two (2) representatives of management and others as required.

Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Special conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. Conferences may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet with employees at a place designated by the Employer at the Facility for at least one-half (½) hour immediately before the conference for which a written request has been made.

9. RULES OF GRIEVANCE PROCEDURE

(a) The Employer will answer in writing any grievance presented to it in writing by the Union.

(b) The grievance must be presented by an Executive Board member to the immediate supervisor within fifteen (15) days of its occurrence.

(c) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(d) Any grievance decision not appealed by the Union within fifteen (15) calendar days shall be deemed settled on the basis of management's last answer.

(e) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the time of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal, the grievance shall not be reconsidered. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, a withdrawal without prejudice shall not affect financial liability.

(f) After a case has been referred to the Federal Mediation and Conciliation Service, the case may not be withdrawn by either party except by mutual consent.

(g) A grievance shall be defined as a violation of this Agreement as it applies to employees. Any grievance shall refer to the provision or provisions of this Agreement alleged to have been violated and shall adequately set forth the facts concerning alleged violation.

10. GRIEVANCE PROCEDURE

Any employee having a grievance shall present it to the Employer as follows:

STEP 1:

(a) If an employee believes the employee has a grievance, the employee shall discuss the grievance with an Executive Board member.

(b) The Executive Board member shall discuss the grievance with the appropriate immediate supervisor.

(c) If the matter is thereby not disposed of within four (4) calendar days, it shall be submitted in written form by the Executive Board member to the appropriate supervisor within 15 days of the date of occurrence of the grievance.

(d) The appropriate supervisor shall answer the grievance in writing within four (4) calendar days.

STEP 2:

If the grievance remains unsettled, it shall be presented by an Executive Board member in writing to the Administrator within seven (7) calendar days after the response of Step 1 is due. The Administrator shall respond in writing to the Executive Board member within seven (7) calendar days.

STEP 3:

(a) If the answer at Step 2 is not deemed to be satisfactory and the Union wishes to carry it further, it shall refer the matter to the Executive Board.

(b) In the event the Executive Board wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's last answer at Step 2, meet with the Employer for the purpose of attempting to settle the grievance and, if unable to do so, to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) calendar days from the meeting called for that purpose, then an arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with their rules and procedures.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer. The arbitrator shall make the arbitrator's judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of its terms. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

11. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee might otherwise have earned at the employee's regular rate, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

12. DISCHARGE AND DISCIPLINE

(a) In cases of discipline and discharge, employees will be informed as to the nature of the business for which their supervisors may require their presence in a meeting. If the nature of the business is for discipline, suspension or discharge, the Employer will advise the employee of his or her right to Union representation and to have a Union representative present prior to any discussion on the matter.

(b) The discharged or disciplined employee shall be allowed to discuss the employee's discharge or discipline with an Executive Board member. The Employer shall make available an area where the employee may do so before the employee is required to leave the property of the Employer. Upon request the Employer or its designated representative shall discuss the discharge or discipline with the employee and the Executive Board member.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Executive Board member consider the discharge to be improper, a complaint shall be presented in writing through the Executive Board member to the Employer within three (3) calendar days of the discharge or discipline. The Employer shall review the discharge or discipline and give its written answer within three (3) calendar days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the grievance procedure.

In cases of alleged resident abuse, under state and federal regulations an employee may file a grievance concerning resident abuse that has been reported to and investigated by the Michigan Department of Community Health, or any other federal or state agency, which initially will be processed through the Employer step, Step 3(b), of the grievance procedure, Article 9. An employee who is suspended by the Employer pending a decision by the State relative to an allegation of abuse may use their accrued vacation and up to 50% of their accrued sick leave at their option.

Should no resident abuse be substantiated against the Facility as a result of the employee's conduct by the investigating or surveying state agency, and the Facility is

not prohibited from employing the individual, the individual shall be reinstated to their previous position. If the Employer does not make the employee whole, the grievance that was filed above may be processed through arbitration. If the investigating or surveying state agency substantiates that the employee abused the resident or the specific abuse citation against the Facility that was based upon the employee's conduct is not removed, the discipline or termination of the employee's employment will be sustained and may not be appealed to arbitration.

(d) Use of Past Record. In imposing any discipline on a current charge within a discipline group, the Employer shall not take into account any discipline which is more than 24 months old. It is specifically understood that the 24-month period is within each of the four (4) discipline groups and begins with the date of the first discipline. The disciplinary cycle must be completed within the twenty-four (24) month period. For purposes of this section, discipline shall be the discipline given by the Facility, not any particular infraction leading to the discipline.

(e) For the purpose of this Article, Saturday, Sunday and holidays shall not be counted.

(f) Inasmuch as CSA's in Victorian Heights have a unique customer service mission their work performance must include a strong customer service orientation. The parties agree that as this is a critical aspect of their job, the parties agree that a failure to put the customer first shall be just cause for discipline or discharge. Putting the customer first specifically includes attitude, initiative and customer relations.

13. SENIORITY (PROBATIONARY EMPLOYEES)

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. Upon completion of this probationary period, they shall be entered on the seniority list of the unit and shall rank from their date of hire. Those hired on a part-time status shall be considered as probationary employees for the first ninety (90) working days, and upon completion of this probationary period, they shall be entered on the seniority list of the unit and shall rank from their date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining and other conditions of employment as set forth in Section 1 of

this Agreement. Discharged and disciplined employees (for other than Union activity) are excluded.

(c) CSA's employed in Victorian Heights will have a probation period of six (6) calendar months. All new CSA's will serve a six month probation period including those who transfer under Article 22, however if a transferred employee is not satisfactory within the six (6) month period they will be returned to their former position.

(d) An employee who goes into student status will have their seniority frozen while in that status.

14. SENIORITY LISTS

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

(b) On the date of this Agreement the seniority list shall be prepared in order of seniority and shall show the names and job titles of all employees of the unit.

(c) The Employer shall keep the seniority list up-to-date and shall provide the Union membership with current copies at least every six (6) months.

(d) Seniority for employees shall be from their last date of hire.

(e) For benefit purposes only, transferred Crystal Manor employees will earn benefits based on their seniority earned with the Iron County Medical Care Facility - Crystal Manor, plus their prior seniority earned at Crystal Manor.

(f) For purposes other than benefit eligibility, employees of the Iron County Medical Care Facility - Crystal Manor will earn seniority starting upon the date of the Crystal Manor acquisition.

15. LOSS OF SENIORITY

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

(a) If the employee resigns.

(b) If the employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

(c) If the employee is absent for two (2) consecutive working days without notifying the Employer, unless later proven that the circumstances were such that the employee was unable to notify the Employer. After such absence, the Employer shall send written notification to the employee at the employee's last known address. It shall inform the employee that the employee has lost the employee's seniority and the employee's employment has been terminated. If the disposition made of any such case is not deemed to be satisfactory, the matter may be referred to the grievance procedure.

(d) The employee is not able or fails to perform assigned duties of employment for a period of nine (9) consecutive months.

(e) Employee retires.

(f) Employee quits.

(g) Employee is convicted of a crime of violence, a drug related crime (excluding 90 day misdemeanors), or a crime for which the employee would be prohibited from working for the Facility under state law ("conviction" includes an employee pleading guilty or no contest with a delay of sentence).

16. SENIORITY OF EXECUTIVE BOARD MEMBERS

Notwithstanding their position on the seniority list, Executive Board members shall, in the event of a layoff, be continued as long as there is a job in the classification which they can perform. They shall be recalled to work in the event of a layoff on the first open job within their capabilities.

17. SUPPLEMENTAL AGREEMENTS

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

18. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease in work or lack of operating funds.

(b) If a layoff becomes necessary, the following procedure shall be mandatory: Seasonal and temporary employees shall be laid off first and then probationary employees on a unit-wide basis. Senior employees shall be laid off on a unit-wide basis. Senior employees shall be laid off on a unit-wide basis according to Articles 14, 15 and 16. It is agreed that the remaining employees shall meet the minimum requirements, which shall include appropriate licenses, of the job they perform. After the layoff is complete and the least senior employees are laid off, the Employer may transfer employees remaining as needed to meet patient care needs. It is specifically understood that the least senior qualified employees may be transferred to other areas, units, departments, or shifts.

(c) Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days' notice of layoff. The Executive Board President shall receive a list of the employees being laid off on the same date the notices are issued to such employees.

(d) In the event it is necessary to layoff a CSA, they will be laid off in inverse order of seniority only. Article 19, layoff shall not apply to these employees and they will be an exception to the general rule of layoff by seniority on a facility wide basis.

19. RECALL PROCEDURE

When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Articles 14, 15 and 16. Notice of recall shall be sent to the employee at the employee's last-known address by certified mail. If an employee fails to report for work within ten (10) days from the date of receipt of notice of recall, the employee shall be considered to have resigned.

20. TRANSFERS

(a) Transfer of Employees. If an employee is transferred to a position not included in the unit and within ninety (90) calendar days is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of this Agreement.

(b) The Employer agrees that in any movement of work not covered above it shall discuss the movement with the Union to protect the seniority of the employees involved.

(c) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in the building at least seven (7) calendar days prior to filling such vacancy or newly-created position.

21. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies shall be posted (in a conspicuous place in the building) for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying and meeting the minimum requirements shall be granted a thirty (30) working day trial period to determine:

1. The employee's desire to remain on the job.
2. The employee's ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Chief Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) At the conclusion of the thirty (30) working day trial period, the employee shall have the opportunity to return to the employee's former classification. If the employee is determined by the Employer to be unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee at any time during the 30 day trial period. The matter then may become a proper subject for the second step of the grievance procedure.

(c) Employees shall receive the beginning rate of pay for the job which they are performing during the first thirty (30) working days. After having been in the new job classification for thirty (30) working days, the employee shall receive the top rate of pay for the job which the employee is performing.

(d) Employees absent from work because of vacations or sick leave shall be given the opportunity to bid on open jobs by advising their department head or union steward in writing, with a copy to the employee signed by the employee's department head or union steward, prior to the commencement of the vacation or sick leave. Employees bidding on a vacancy or newly-created position must be able to start work in that position within fifteen (15) working days. If a transfer under this Article results in the employee changing departments, any previously approved vacation or personal leave days shall be null and void until the next quarterly vacation period, unless approved by the department head of the employee's new department.

(e) As CSA's in Victorian Heights have a unique customer service mission Article 22 promotions shall not apply with regard to selection criterion. Job openings will not be posted under Article 22 but will be announced in the Facility. The Employer may select any applicant or none of the applicants in its sole discretion.

22. VETERANS (REINSTATEMENT)

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

23. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

(b) Employees who are in the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve pay and their regular pay with the Facility when they are on full-time active duty. Proper proof of service and pay shall be submitted. A minimum of two (2) weeks per year is allowed.

24. LEAVE OF ABSENCE

(a) After one (1) full year of employment, leave for a period not to exceed nine (9) months will be granted without loss of seniority for:

1. Serving in any elected or appointed public position.
2. Physical or mental illness (includes time on FMLA).
 - a) Before returning to work, the employee must present a doctor's statement as to their ability to return to work and perform normal functions.
3. Educational leave related to Facility job requirements.
4. Other special cases which may be decided individually by the supervisor and administrator.

All paid time must be taken before any unpaid time may be taken, except employees may save eighty (80) hours of sick leave if they choose, to be used upon their return from family leave.

(b) Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement and shall be returned to the position previously held at the time the leave was granted, if available, and if not, to a position to which the employee is entitled according to seniority and qualifications. An employee shall accrue seniority up to a maximum of nine (9) months while on a leave of absence granted by the provisions of this Agreement, except for Sections 3 and 4. Those on leave pursuant to Sections 3 and 4 above shall only retain their seniority.

(c) 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 or conventions. The Union agrees to notify the Administrator in writing of the names of the employees approved to attend no less than seven (7) calendar days prior to such intended absence.

25. UNION BULLETIN BOARDS

The Employer shall provide a bulletin board to be used by the Union for posting notices of the following types:

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

26. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree, it shall be subject to negotiation.

27. TEMPORARY ASSIGNMENTS

Temporary assignments are for the purpose of filling vacancies of employees who are temporarily absent. They will be granted to the senior employee who meets the requirements for such job. In temporary assignments of thirty (30) working days or less, the employee is to receive the higher rate. Temporary assignments of over thirty (30) working days shall be posted and bid on according to Article 21(c) and Article 22.

28. JURY DUTY

Employees who have completed their probationary period who are summoned and report for jury duty shall be granted a jury duty leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty in an amount equal to eight (8) straight time hours or the hours the employee was otherwise scheduled to work, and the employee shall tender all amounts received by the court to the Facility. In the case of federal court duty in Marquette, Michigan, employees shall not be required to submit amounts received for mileage, meals, or motel. In order to receive payment under this Article, an employee must submit to the Employer as far in advance as possible the jury duty summons, and the employee must furnish satisfactory evidence that the jury duty was performed at the summons of the court for the days the employee claims jury duty pay, together with all the amounts received for jury duty pay. An employee who is summoned by the court for the jury duty but who either does not serve as a juror or is excused from serving as a juror for any part of the scheduled working day must report for work promptly after

being excused. As a general rule, day and midnight shift employees who have been selected for jury duty need not report for duty before jury duty. Employees who have not been "selected" yet should report for duty as scheduled and will be released for jury selection.

29. SAFETY COMMITTEE

A safety committee of employees and the Employer's representatives is hereby established. This committee shall include the steward from each department and shall meet at least every thirty (30) days during regular working hours for the purposes of making recommendations to the Employer.

30. Equalization of Overtime Hours

Overtime hours shall be divided as equally as possible among employees in the same classification. A list of employees who wish to be called will be maintained, and overtime opportunities will be rotated in order of seniority. Employees may elect in writing whether they wish to be called or do not wish to be called. This election may be made once per month.

31. WORKERS' COMPENSATION

Each employee shall be covered by the applicable Michigan Workers' Disability Compensation laws. Any employee now receiving workers' compensation weekly benefits and supplementary income from the Employer as of the date of this Agreement shall not have supplementary income discontinued so long as the employee continuously remains eligible for Workers' Disability Compensation Act benefits. Such supplementary benefit eligibility shall terminate as of the time such employee becomes ineligible for workers' compensation weekly benefits.

32. APPENDICES

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

- Appendix A - Pension Plan
- Appendix B - Classification and Rates
- Appendix C - Uniform Allowance
- Appendix D - Longevity
- Appendix E - Meals
- Appendix F - Displacement

Appendix G - Longevity Savings
Appendix H - Successor Clause
Appendix I - Union Meetings
Appendix J - Training
Appendix K - Personal Sick Leave
Appendix L - Incremental Sick Leave
Appendix M - Scheduling Conference
Appendix N - Employee Drug/Alcohol Testing
Appendix O - Level I Skilled Maintenance
Appendix P - Flu Vaccination

33. WORKING HOURS (SHIFT PREMIUM AND HOURS)

(a) Employees who work on the second or third shift shall receive, in addition to their regular pay, twenty-five cents (25¢) per hour and thirty cents (30¢) per hour respectively. CSA's working in Victorian Heights shall receive a shift premium of thirty-five cents (35¢) per hour for shifts starting on or after 3:00 p.m.

(b) Hours of work for each classification and employee shall be determined by the Employer based on the needs of the departments. In the event that the Employer wishes to change the usual work hours, it shall notify the President of the Union in writing of the contemplated change one (1) week prior to the change unless emergency circumstances exist that make such advance notice not feasible. After receipt of such notice, the Union shall have the right to request a special conference. If no such request is made within one (1) week after receipt of such notice, the Union shall be deemed to have agreed.

(c) The regular work shift which shall consist of eight (8) hours within a workday includes a lunch period of one-half (½) hour as scheduled by the Facility, as well as two (2) paid rest periods (coffee breaks) of fifteen (15) minutes each. It is specifically understood by the parties that to be paid for the one-half (½) hour lunch period, employees must complete five (5) hours of work. Employees who leave just after lunch shall not receive a paid lunch hour unless they have completed five (5) hours of work on that day.

(d) An employee, who would be otherwise qualified for overtime, reporting for overtime duty shall be guaranteed at least four (4) hours' pay at the rate of time and one-half. This subparagraph is expressly for the purpose of providing reporting pay to employees who report for work outside of their regular shift. This provision is not intended to cover an extension of a scheduled shift (i.e., coming in early prior to the shift or stay over after the shift).

Recognizing the uniqueness of the Maintenance staff requirement, with respect to call-in, it is agreed that any time when it is necessary to call in a Maintenance employee (Maintenance-Janitor-painter-and Level one Maintenance classifications), outside of their normal 40-hour work schedule, that the employees will receive the four (4) hours pay at time and one-half, regardless if they have worked the forty (40) hours or not during that given week. Thus, paid days off such as sick, personal, vacation, or holiday shall not apply or be used to disqualify this exception.

(e) All employees shall be scheduled so as not to exceed forty (40) hours per week.

(f) There shall be at least sixteen (16) hours off between shifts except in the event of an emergency.

(g) Victorian Heights. Except where specifically noted, Article 37 Working Hours shall not apply to CSA's and they may be scheduled to meet customer service needs.

34. SICK LEAVE

All full-time employees covered by this Agreement shall accumulate .666 sick leave days per month not to exceed eight (8) days per year, with four hundred (400) hours maximum accumulation. Employees who transfer from Crystal Manor may do so without losing any earned but untaken sick leave or paid time off earned as of the date of acquisition. Fifty percent (50%) of unused sick leave shall be paid upon voluntary or involuntary severance or to a designated beneficiary in the event of death. One hundred percent (100%) of unused sick leave shall be paid upon termination for reason of fully qualified retirement pursuant to the terms of this Agreement to a maximum of four hundred (400) hours. While on sick leave, an employee shall be deemed to be an employee for the purpose of computing all benefits referred to in this Agreement.

(a) In order to reduce sick leave banks above 400 hours, in the first pay period after this new agreement is executed, employees with banks above 400 hours will be paid for all hours above 400 at 100% of the employee's wage rate as of 3/16/2020. In addition, employees have the one-time option in the first pay period after this Agreement is executed of reducing their banks to 350 hours paid at 100% of their 3/16/2020 rate.

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

1. Physical or mental illness, injury, or health condition of the employee.

2. Medical diagnosis, care, or treatment of the employee or employee's family member. "Family members" for purposes of this Article include the following:

(i) A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.

(ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.

(iii) An individual to whom the eligible employee is legally married under the laws of any state.

(iv) A grandparent.

(v) A grandchild.

(vi) A biological, foster, or adopted sibling.

3. Doctor or dentist appointment.

4. For other purposes as authorized in the Michigan Paid Medical Leave Act.

(c) Each employee shall sign an affidavit specifying the reason for absence. Falsification thereof is cause for immediate dismissal.

(d) Paid sick time allowance is allowed for legitimate absence. Excessive claims for paid sick time shall result in an employee (physical) examination. An employee's personal physician may submit proof of an employee's condition.

(e) An employee shall call at least two (2) hours in advance if unable to come to work except in cases of an emergency. Failure to do so may result in loss of pay for that shift.

(f) An employee who is absent for three (3) consecutive scheduled work days or more shall be required to produce evidence in the form of a medical certificate stating the reason for the employee's absence. No sick leave may be granted without this certificate.

(g) Sick leave shall be granted on the basis of a five (5) day work week. Holidays falling within a period of sick leave shall not be counted as workdays.

(h) Sick leave shall not accrue during a leave of absence without pay.

(i) Employees shall not be entitled to use sick leave until the completion of sixty (60) days of continuous full-time service, unless it is a work-related injury.

(j) An employee who suffers lost time from a work-related injury may use sick leave to cover the lost time if not covered by workers' compensation. The employee shall not use sick leave in excess of the employee's accumulated reserve to cover such lost time.

(k) Employees must use paid sick leave prior to unpaid sick leave as permitted by the Family Leave Act, except employees may save eighty (80) hours of sick leave to be used upon their return from family leave.

Paid sick leave to part-time employees shall be granted as follows:

Hours Worked x full-time equivalent = pro rata factor
2080

Part-time sick leave shall be accrued and reflected on the employee's paycheck.

35. FUNERAL LEAVE

A full time employee shall be allowed up to three (3) working days' funeral leave (not to be deducted from sick leave) for a death in the immediate family and up to three (3) additional days to be deducted from earned sick leave. Immediate family is defined as mother, father, step-parents, brother, sister, half-brother, half-sister, wife, husband, son, daughter, step-children, son in law, daughter in law, mother in law, father in law, sister in law or brother-in law, employee and spouse's grandparents, step-grandparents, grandchildren or step-grandchildren. One (1) funeral leave day with pay (not to be deducted from sick pay) shall be granted for the death of a niece, nephew, uncle or aunt. An employee selected as a pallbearer for a deceased employee shall be allowed one (1) funeral leave day with pay (not to be deducted from sick leave).

One (1) funeral leave day with pay (deducted from sick pay) shall be granted for other considerations at the discretion of the employee's department director.

Part time employees shall be allowed one (1) scheduled day off, with pay, for a death in the immediate family as defined in this Article (mother through step-grandchildren).

Any funeral leave taken by an eligible employee must be taken during the time of death and funeral, with the exception of a spring burial or memorial service.

Victorian Heights. Article 36 will apply to CSA's but they will receive one (1) less day in all cases; however in no case will CSA's receive less than one (1) day.

36. TIME AND ONE-HALF

Time and one-half shall be paid as follows:

- (a) For all consecutive hours in excess of eight (8).
- (b) For all hours in excess of forty (40) worked in one (1) week.
- (c) There shall be no duplication or pyramiding of hours or pay under any section of this Agreement for the purpose of computing overtime.

37. HOLIDAY PROVISIONS

(a) Full-time employees are entitled to the following legal holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day
Employee's Birthday
Easter Sunday

(b) The department supervisor shall schedule the holiday time. Consideration shall be given (as far as possible and reasonable) to the employee's desires. Wherever possible, employees shall be scheduled so that each may have an actual holiday.

(c) In order to be eligible for a paid holiday, an employee shall work both the employee's last scheduled workday before the holiday and the first scheduled workday after the holiday. Should the employee fail to work for any reason, including illness, on one of these days, the amount of holiday pay shall be the number of hours worked on the last scheduled day before the holiday plus the first scheduled day after the holiday, the sum of which shall be divided by 2. Article 42 shall not apply, and hours worked shall mean hours actually worked. Employees who are hospitalized or on an extended sick leave of more than 4 consecutive workdays shall receive holiday pay, provided they are paid sick leave. In addition, employees on personal leave or on funeral leave on the last scheduled day before the holiday or the first scheduled day after the holiday shall receive holiday pay as if they had actually worked.

(d) A shift premium is not paid for sick leave, holiday or vacation hours.

(e) An employee who is absent due to illness on a holiday and scheduled to work shall receive another day off at a later date.

(f) Employees (either full-time or part-time) who work on a holiday shall receive a minimum of eight (8) hours' pay at their regular hourly rate plus one and one-half (1½) times their regular rate of pay.

(g) Employees shall be scheduled for alternate holidays; however, this provision applies only to full-time employees.

(h) For the purpose of computing holiday benefits, a shift starting at 10 p.m. on the day preceding the holiday shall be considered the first shift.

(i) Birthdays for part-time employees shall be paid pro rata from birthday to birthday, with holiday pay being paid during the succeeding pay period.

Formula:

$$\frac{\text{Hours Worked} \times \text{full-time equivalent}}{2,080} = \text{pro rata factor}$$

(j) Victorian Heights. Full-time CSA's will be eligible for holiday pay for all holidays listed above (including the Birthday holiday). Part-time CSA's will receive a pro-rated Birthday holiday pay, but are not eligible for any other holidays.

38. VACATION

(a) Full-time employees shall receive annual leave pay of one (1) day for each month up to twelve (12) workdays annually, excluding weekends and holidays.

(b) After five (5) years of service, a full-time employee shall receive one and one-quarter (1¼) days per month or fifteen (15) workdays annually.

(c) After ten (10) years of service, a full-time employee shall receive one and one-half (1½) days per month or eighteen (18) workdays annually.

(d) After fifteen (15) years, a full-time employee shall receive one and three-fourths (1¾) days per month or twenty-one (21) workdays annually.

(e) After twenty (20) years, a full-time employee shall receive 1.9 days per month or twenty-three (23) workdays annually.

(f) Senior employees shall have preference in scheduling vacations.

(g) Accumulated earned vacation shall be paid at the regular pay rate upon termination of employment.

PART-TIME EMPLOYEES:

Paid vacations are granted as follows:

$$\text{Hours Worked} \times \text{full-time equivalent} = \text{pro rata factor}$$

2,080

Pro-rata vacation for part-time employees will be accrued and reflected on the employee paycheck.

(h) Victorian Heights. Employees working at Victorian Heights shall accrue vacation as follows:

Start:	5 Days
1 Year:	9 Days
5 Years:	11 Days

39. VACATION PERIOD

(a) Vacations shall be granted at such time during the year as are suitable, considering both the wishes of employees and the efficient operation of the employee's department.

A vacation request may be made by full-time and part-time employees and shall indicate a first choice, as well as a second choice, of dates requested. If a conflict of dates occurs whereby two (2) or more employees request the same vacation or vacation periods which would overlap and cannot be so scheduled consistent with the departments for performances of their services, the choice of the vacation period shall be granted in seniority order of the employees involved without regard to whether they are full or part-time. Vacation requests for emergency vacation shall be made to the Administrator. Granting of the request is at the discretion of the Administrator.

Employees will be notified in writing by the 15th day of December, March, May and September if vacations are granted or denied. Unforeseen sick leave, LOA's, or patient care demands may make it necessary to cancel vacations at a later date. Employees will be notified as soon as possible if cancellation becomes necessary.

Requests received after dates posted will be considered only if there is an opening. Requests will have to be received by the first (1st) of the prior month. Notification if granted will be given within ten (10) days.

Vacations for the entire year should be requested as follows:

By Dec. 1 for:	By March 1 for:	By May 1 for:	By Sept. 1 for:
January	April	July	October
February	May	August	November
March	June	September	December

(b) Vacations shall be on consecutive days. However, vacations may be split into one (1) or more weeks, providing such scheduling does not seriously interfere with the Facility's operation.

(c) If a holiday falls during a scheduled vacation, then the vacation shall be extended one (1) day.

(d) A vacation may not be waived by an employee and no extra pay may be received for work during that period. Vacation shall be taken within one (1) year of the employee's anniversary date.

(e) If an employee becomes ill or is injured during the employee's vacation, then the vacation shall be rescheduled upon presentation to the Facility of a written certificate of disability by a physician. If the illness or injury causes incapacity for the remainder of the year, then payment in lieu of vacation shall be made.

(f) If an employee is laid off, retires, or otherwise severs the employee's employment, the employee shall receive any unused vacation credit including that accrued during the current calendar year. A recalled employee who has received a credit at the time of the employee's layoff for the current calendar year shall have such credit deducted from the employee's vacation during the following year.

(g) Vacations shall be allowed at Christmas, granted by seniority, provided replacements are available.

(h) Rate During Vacation: Employees shall be paid their current rate while on vacation and shall receive credit for any benefits provided for in the Agreement.

40. HEALTH, LIFE, DENTAL, VISION, STD INSURANCE

(a) The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical expenses for participating full time and

regular part-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. After one (1) month of employment, the Employer shall pay the below amounts for all full time and regular part-time employees enrolled in the health insurance plan:

	Single Coverage	2 Person Coverage	Family Coverage
ICMCF Cap Full Time:	\$415.59	\$964.52	\$1,214.77
ICMCF Cap Part Time:	\$415.59	\$732.54	\$922.61

The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided during the term of the current Agreement shall remain substantially equivalent. At least thirty (30) days prior to changing carriers a special conference will be called to discuss the change. In addition, the above listed caps are subject to the Board's annual selection for compliance with PA 152 of 2011 (80/20 or hard cap).

(b) In the event of a leave of absence not for illness or injury, all employees shall be continued for one (1) month. After this time the employee shall pay the full premium if the employee wishes to continue the coverage. In the event the leave of absence is for conditions covered by the Family Leave Act, employee insurance shall be continued for twelve (12) calendar eks, with employees paying their portion of the insurance. After this time, employees shall pay the full premium if the employee wishes to continue the coverage.

(c) The health insurance plan shall be extended to all employees who were employed by the Facility on or before January 15, 2017 and retiring at age sixty-two (62) or later with at least ten (10) years of Facility employment. Employees hired after January 15, 2017 are not eligible for this benefit. Such extension shall terminate on the employee's 65th birthday. In order to be eligible for paid retiree health insurance at age 62 (with 10 years of service), the employee must be taking the employer's insurance for the 24 month period ending on their retirement date. Employees shall pay 40% of the premium and the Employer shall pay 60% of the single employee premium.

An employee who was hired prior to January 1, 2017 and who has 20 years of service and will turn 62 years of age by December 31, 2023, and who is taking the

employer's insurance for the 24 month period ending on their retirement date, will be eligible for 100% of the health insurance premium paid by the employer for the period between age 62 and ending on the employee's 65th birthday.

(d) The Employer shall provide all employees with \$5,000 of term life insurance.

(e) The Employer shall continue the current dental plan (or similar) for all eligible employees at their own expense.

(f) The Employer shall continue the current vision plan (or similar) for all eligible employees at their own expense.

(g) The Employer will provide at its expense a short term disability policy providing benefits for up to 26 weeks at 60% of employee covered wages. Coverage starts 1st day accident, 8th day illness.

41. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing benefits under this Agreement.

42. ANTI-DISCRIMINATION

The Employer and the Union agree that all provisions of this Agreement shall be applied to all employees without regard to age, race, creed, national origin, marital status, sex, political party or religious affiliation.

43. POSTING OF WORK SCHEDULE

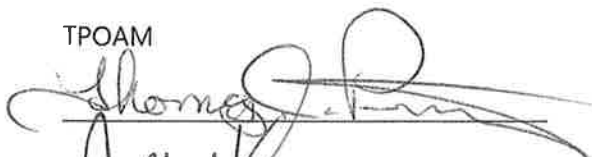

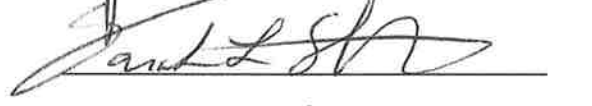


The Employer shall distribute monthly work schedules at least fifteen (15) days prior to the effective date thereof. In addition, a full copy of schedules shall be given to the President of the Executive Board.

44. TERMINATION AND MODIFICATION

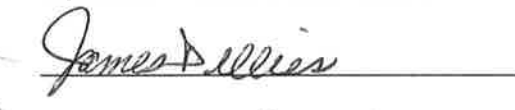

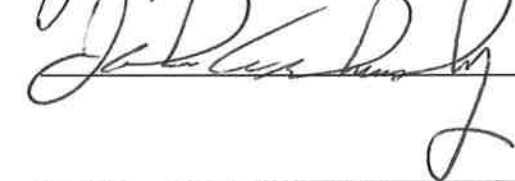
(a) This Agreement shall become effective upon execution and expire on December 31, 2022 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

(b) Notice of Termination: Notice shall be in writing and shall be sufficient if sent by certified mail to the Union at 27056 Joy Rd., Redford, Michigan 48239-1949; and if to the Employer, at Crystal Falls, Michigan 49920; or to any such address as the Union or the Employer may provide.

TPOAM

IRON COUNTY MEDICAL CARE FACILITY

Date: 5/20/2020

Date: 05-14-2020

APPENDIX A - PENSION PLAN

The following language shall apply until mutually revised by the parties.

The pension plan shall be Municipal Employees' Retirement System - Plan B-1, v-10, FAC-5, F55/25 years. The Employer shall contribute up to 4.25% toward the cost of this plan. All amounts over 4.25% shall be paid by employees.

Effective June 2, 2003, it was agreed that the employees would be moved from the MERS B-1 plan to the MERS B-2 plan upon the completion of 25 consecutive years of employment at the Iron County Medical Care Facility. It is further acknowledged that eligible employees in the bargaining unit transferred to the B-2 plan pay the same employee contribution as others in the plan (B-2). Should the rate of employee contribution increase or decrease for the group, then the new rate of contribution will apply.

APPENDIX B - CLASSIFICATION AND RATES

2020 WAGE INCREASE (2.5%): The following rates shall be effective the first full pay period following **March 26, 2020** for all employees **hired prior to February 27, 2018**.

Job Classification	6 Months	
	Beg.	
Nursing Assistant	15.85	16.33
Nursing Assistant/Transport Vehicle	15.94	16.33
Diversional Therapy Assistant	15.66	16.12
Physical Therapy Aide	15.85	16.33
Central Supply Clerk		
Ward Clerk	15.85	16.33
Dietary Cold Prep	15.85	16.33
Dietary Aide	15.71	16.12
Dining Assistant	10.79	11.33
Maintenance-Janitor-Painter	16.04	16.41
Maintenance – HVAC	23.14	24.27
Housekeeping Aide	15.71	16.12
Laundry Lead Person	15.99	16.36
Laundry Aide	15.72	16.12
Restorative Aide	15.99	16.33
Level One Maintenance	17.45	18.28
Cook	15.99	16.36
Baker	15.99	16.36

Job Classification	Beg.	6 Months	One Year
Asst Living – CSA	11.79	12.10	12.40

APPENDIX B (Continued)

2020 WAGE INCREASE (2.5%): The following rates shall be effective the first full pay period following **March 26, 2020** for all employees **hired on or after February 27, 2018 or employees hired before that date who thereafter transfer into a new department.**

Job Classification	Beg.	6 Months
Nursing Assistant	15.85	16.33
Nursing Assistant/Transport Vehicle	15.94	16.33
Transport Driver/Non Nursing Assistant	14.63	15.04
Diversional Therapy Assistant	14.58	15.04
Physical Therapy Aide	15.85	16.33
Central Supply Clerk	15.85	16.33
Ward Clerk	14.78	15.24
Dietary Cold Prep	14.78	15.18
Dietary Aide	14.63	15.04
Dining Assistant	10.79	11.33
Maintenance-Janitor-Painter	14.95	15.32
Maintenance – HVAC	22.06	23.20
Housekeeping Aide	14.63	15.04
Laundry Lead Person	14.90	15.27
Laundry Aide	14.63	15.04
Restorative Aide	15.99	16.33
Level One Maintenance	16.37	17.20
Cook	14.90	15.27
Baker	14.90	15.27

Job Classification	Beg.	6 Months	One Year
Asst Living – CSA	11.79	12.10	12.40

APPENDIX B (CONTINUED)

Wage reopener: January 1, 2021

Wage Reopener: January 1, 2022

In the event pass-through becomes available, the parties agree to reopen the Agreement to discuss wages only.

In addition, the above increases are contingent upon the Facility's fund sources and amounts remaining constant. In the event the Facility's Medicare or Medicaid reimbursement is decreased, the wage scale above will be returned to the wage rates in effect two years previous (for example, if the Medicaid rate is reduced effective May 1, 2018, the wage rates will automatically be reduced to those in effect on May 1, 2016) and the parties agree to reopen the Agreement to discuss wages only.

APPENDIX C - UNIFORM ALLOWANCE

All full-time employees, after one (1) full year of employment, shall be allowed a uniform allowance of \$200 per year. This allowance shall be paid annually during the month of September.

The following formula shall determine the uniform allowance for part-time employees:

$$\frac{\text{Hours Worked} \times \text{regular full-time equivalent}}{2,080} = \text{pro rata factor}$$

APPENDIX D - LONGEVITY

(a) All full-time employees who have completed five (5) years of full time service shall receive an additional sixteen dollars (\$26) per month.

(b) All full-time employees who have completed ten (10) years of full time service shall receive \$35 per month.

(c) All full-time employees who have completed fifteen (15) years of full time service shall receive \$40 per month.

(d) All full-time employees who have completed twenty (20) years of full time service shall receive \$45 per month.

(e) All full-time employees who have completed twenty-five (25) years of full time service shall receive \$55 per month.

(f) All full-time employees who have completed thirty (30) years of full time service shall receive \$65 per month.

(g) All full-time employees who have completed thirty (35) years of full time service shall receive \$75 per month.

(h) All full-time employees who have completed forty (40) years of full time service shall receive \$85 per month.

(g) Longevity pay shall be computed based on full time years of service in each of (a), (b), (c), (d), (e), (f), (g) and (h) above and shall be paid during the first pay period of December on an annual basis.

(i) Employees with less than one (1) full year of service shall be paid for the number of months they have worked.

(j) Employees retiring after the age of sixty (60) shall receive their longevity pay on a pro rata basis for the number of months completed during the year of their retirement.

(k) For purposes of this Appendix, only full-time employees shall receive longevity and the number of years of service shall be defined as the number of full-time years of service to the Facility.

APPENDIX E – MEALS

The cost of meals provided to the employees by the Employer shall be three dollars (\$3.00) each. In addition, if the employee works four (4) hours into the next shift, the employee will receive a free meal on the next shift worked, if available.

APPENDIX F - DISPLACEMENT

High school and college students shall not be used to reduce regular part-time employees' hours. No regular employee shall be displaced with employees hired under federal, state, or county programs.

APPENDIX G - LONGEVITY SAVINGS

Employees who have completed a minimum of five (5) years of service and who then become part-time employees shall not lose any longevity, but rather the longevity shall be prorated. With regard to vacation and sick leave under these circumstances, the employee has the option to take vacation time or freeze it. However, with regard to accumulated sick time, the employee has the option to use such sick time absences on scheduled workdays only when ill or freeze it.

APPENDIX H - SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assigns, or transferees regardless of whether such succession, assignment, or transfer shall be voluntary or by operation of law. In the event of the Employer's merger or consolidation with another employer, then this Agreement shall be binding upon the consolidated entity.

This provision shall not apply until after all employees of Crystal Manor have been transferred to the Iron County Medical Care Facility.

APPENDIX I - UNION MEETINGS

Union meetings may be held on the Employer's premises during working hours with the following provisions:

- (a) No more than six (6) meetings per year.
- (b) Each meeting is to be no longer than twenty (20) minutes during the day shift.
- (c) The number of employees to be excused to attend a meeting shall be determined by the immediate supervisor.
- (d) The employee must then inform their immediate supervisor of the meeting taking place.

APPENDIX J - TRAINING

All new employees shall be trained for a minimum of two (2) days by the professional staff prior to the employee's assumption of the employee's duties.

APPENDIX K – PAID PERSONAL DAYS

A full-time employee will be granted three (3) personal leave days beginning September 1st of each calendar year for personal reasons not to be deducted from sick leave and non-cumulative. However, twenty-four (24) hours' notice must be submitted before personal leave days can be granted. Personal leave days shall be granted provided sufficient staffing can be maintained in the Facility and such permission shall not be unreasonably withheld. Employees may not take a personal leave day without the permission of their department head or his or her designee. Employees must have worked for forty-five (45) days in the full-time position before being able to use any personal leave days. Personal leave days shall not be granted to eligible employees on any designated holiday. One (1) personal leave day is to be taken in minimum increments of four (4) hours. Employees who do not use their personal days by August 31 will be paid for the unused personal days in the first payroll of September. Employees who use all their paid personal days, at their option, may use one (1) earned sick day as a fourth personal day, reducing the earned sick time accordingly. This fourth personal day will not be paid if not used.

Temporary full-time employees earn personal days under Appendix K at the rate of one (1) paid day for each four (4) months of full-time work.

Full-time CSA's employed in Victorian Heights will receive two (2) personal leave days per year. Part-time CSA's are not eligible for paid personal days.

APPENDIX L - INCREMENTAL SICK LEAVE

Employees who leave work due to illness which occurred during their tour of duty shall be paid for the hours worked and paid sick pay, if sick leave is accumulated, for the balance of the shift.

APPENDIX M - SCHEDULING CONFERENCE

The Parties agree to meet in an effort to establish a fair and reasonable schedule making seniority a priority. The first meeting to commence within 30 days of ratification with regularly scheduled meeting to follow.

APPENDIX N – EMPLOYEE DRUG/ALCOHOL TESTING

Prohibition. Iron County Medical Care Facility is committed to providing an employment environment that is safe and provides appropriate motivation to ensure high quality resident care. To this end, the Facility unequivocally endorses the philosophy that the work place should be free from the detrimental effects of illicit drugs and alcohol. To ensure employee and resident safety, the Facility prohibits the illegal manufacture, possession, distribution or use of controlled substances or alcohol in the work place by its employees and specifically prohibits any employee from being under the influence, impaired, or otherwise affected by drugs/alcohol in the work place.

In an effort to bring about a drug free Facility and to assure employees of a workplace free from illegal drugs and alcohol and their effect on residents and resident care, the Facility will implement the following Employee Drug/Alcohol Testing Policy. The following circumstances are prohibited under this policy:

1. The unauthorized manufacture, use, possession, or sale of prescriptive and/or illegal drugs or alcoholic beverages.
2. The unauthorized manufacture, use, possession, or sale of a controlled substance.
3. Being under the influence, impaired, or otherwise affected by drugs, controlled substances, or alcoholic beverages in such a manner as to raise a reasonable suspicion in the mind of the observer that the employee's job performance may be negatively affected.

As a condition of employment, all employees agree to abide by the terms of this policy and to notify the Employer of any criminal drug statute conviction within five (5) days of the conviction. Violation of this Policy will result in termination, even for a first offense. However, the Facility may determine not to terminate an employee and instead refer the employee to a rehabilitation program. In such cases, failure to comply with the terms of the program or a repeat offense will result in immediate termination.

Drug Testing Policy. The Facility reserves the right to require any employee to submit to an examination for the purpose of detecting the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. Based on specific objective facts and reasonable inferences drawn from those facts, the Facility has a reasonable suspicion that the employee in question is under the influence, impaired, or otherwise affected by the use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.
2. When the employee suffers a work related injury or accident (including, but not limited to, an accident while driving a Facility vehicle) or seeks medical treatment for a work related injury or accident.

Testing positive on a drug test or having a blood alcohol level of .04 or greater shall constitute conclusive evidence that an employee is in violation of this Policy.

Search Policy. The Facility reserves the right to search Facility property and/or personal effects placed in Facility property if there exists a reasonable suspicion that illegal drugs, controlled substances, alcohol, and/or unauthorized prescriptive drugs will be found in the particular place to be searched. If the employee whose effects are to be searched is present in the Facility, the employee shall be present during such search unless impossible or impracticable under the circumstances. The union steward on the shift may be present also, upon the request of the employee. If the employee cannot be present, the Employer will request the steward to be present.

Rehabilitation. Consistent with the Facility's philosophy that its employees are its most valuable resource, the Facility is willing to recognize and provide assistance to those employees whose use of alcohol or controlled substances may be the result of a problem such as alcoholism or chemical dependency. Accordingly, the Facility encourages all employees who may have a problem with substance abuse or alcoholism to come forward and work with the Facility in resolving the problem *before* violating this Policy.

Testing Procedure. Testing procedures used shall have the objectives of maintaining the highest levels of employee privacy consistent with ensuring high levels of test reliability and validity. Drug and alcohol testing methodology will ensure non-adulteration of the sample, protect the chain of custody and provide for a confirmatory test. Any positive test results will be reviewed by a medical review officer before being reported to the Facility. Testing results will be kept confidential and will be disclosed only on a "need-to-know" basis.

APPENDIX O – LEVEL I SKILLED MAINTENANCE

Effective April 27, 2005, the parties agree to the following terms and conditions relative to the additional compensation for the Level I Skilled Maintenance:

1. 40-cents/hour increase for each license in the following areas: plumbing, H-VAC (includes heating and air-conditioning), electrical, carpentry, boiler, and mechanical contractor, less one, which is required for accepting the job.
2. No more than six (6) licenses will be paid for the entire department (one per area).
3. Retroactive from September 19, 2004, for those eligible individuals meeting all criteria with licenses at that time, or later. Proof (copy) of licensure required.
4. No additional compensation for multiple licenses under any of the above six (6) mentioned areas.

APPENDIX P – FLU VACCINATION

All employees employed by the Iron County Medical Care Facility must have an annual influenza vaccination, unless exempted due to religious or medical reasons. If an exception is granted, the employee will be required to wear a mask at all times while in any resident care or clinical care areas or within six feet of a resident during the influenza season, as identified by the Employer. Influenza vaccination shall be provided free of charge by the Employer.