

**AGREEMENT**

**BETWEEN**

**EASTWOOD NURSING CENTER OF NEGAUNEE, INC.**  
(hereinafter referred to as the "Employer")

**AND**

**UNITED STEELWORKERS, AFL-CIO-CLC**  
(hereinafter referred to as the "Union")

**December 15, 2019**

**To**

**December 15, 2021**

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## **ARTICLE 1. RECOGNITION**

The employer recognizes 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:

All regular full-time and regular part-time employees employed by the employer including aide/orderlies, housekeeping, laundry, activities, dietary staff, floor care, but excluding all administrators, directors, assistant directors, managers, office clericals, registered nurses (RN's), licensed practical nurses (LPN's), social workers, guards, maintenance personnel and supervisors as defined in the Act.

## **ARTICLE 2. DEFINITIONS**

Full-Time Employee - The term "full-time employee" as used in this handbook means an employee who has completed his or her probationary period and is regularly scheduled to work thirty-two (32) hours or more per week.

Part-Time Employee - The term "part-time employee" as used in this handbook means an employee who has completed his/her probationary period and is scheduled to work less than thirty-two (32) hours per week. Part-time employees shall be entitled to such pro-rata benefits. The term "regular employee" shall refer to both regular full-time and regular part-time employees who have completed their probationary period.

Substitute Employee - The term "substitute" means an employee who is hired for the purpose of replacing a full-time or part-time employee for a defined period of time, with the option to extend.

## **ARTICLE 3: RECOGNITION OF THE EMPLOYER'S RIGHT TO MANAGE.**

The Union recognizes and agrees that the employer has the right to govern all aspects of its operation and to direct work force at all times in all matters where not in conflict with or changed by the specific provisions of this Agreement. The Union agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of administration to manage and operate its operations.

The Eastwood Nursing Center of Negaunee is an employer that has the right to govern all aspects of its operations and to direct its entire work force at all times.

The Employer, on its own behalf and on behalf of its board, and administration, hereby retains and reserves unto itself, without limitations, all powers, right, authority, duties and responsibilities conferred upon and vested in it under the laws and constitution of the State of Michigan, and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except as are specifically relinquished herein, are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right:

- (a) to operate its facilities in keeping with appropriate and relevant moral principles and ethical requirements;
- (b) to manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials, or methods of operations;
- (c) to introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- (d) during the term of this agreement the employer shall not contract out or sub-contract out any work, in whole or part, that is regularly performed by members of the unit. Except contracted laundry and floor care. In the event laundry and floor care are contracted out, no layoffs would occur.
- (e) to determine the number, location and type of facilities and installation;
- (f) to determine the size of the work force and increase or decrease its size;
- (g) to hire, assign, and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment, and to set times during the work day of all shifts, and to discipline and discharge employees for cause;
- (h) to direct the work force, assign work and duties, and determine the number of employees assigned to operations;
- (i) to establish, change, combine, or discontinue job classifications and prescribe and assign new job duties, content, and classifications.

All employees shall immediately proceed to carry out any order or instruction given him/her by the Employer. He/she shall raise any question he/she has as to the Employer's right to give him/her the order or instruction only after he/she carries out the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision. In no event shall an employee disobey a direct order involving a medical judgment or instruction of a supervisor hereunder (unless his/her doing so would obviously jeopardize the health or safety of himself/herself or others beyond any such risk which might be inherent in the work of this classification).

#### **ARTICLE 4: NO STRIKE/LOCKOUT**

"The Union, for the life of this agreement agrees that there shall be no interruption of these services, for any reason, whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the employer's premises. The union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppage of work, or any acts that interfere in any

way or to any degree with the services of the employer. Any employee violating this provision shall be subject to disciplinary action or discharge by the employer. The employer agrees for the term of this agreement that it will not lock out the employees, as long as there is no violation of the rest of this article.

#### **ARTICLE 5: DISCIPLINARY PROCEDURE**

- (a) The Employer agrees to give written notice within five days after discharge or suspension of an employee. The employee will receive 3 copies with the employee having the option to supply the Union with a copy.
- (b) An Employee shall be subject to discharge or suspension, at the sole option of the Employer, for cause. "Cause" shall include, but not be limited to, incompetency, discourteous treatment of the public on the premises or on duty, mental or physical abuse of residents, disregard for established employee procedures, smoking in non-smoking areas, unauthorized absenteeism, immoral conduct whether on the premises or work related, willfull neglect of duty, insubordination, theft, misappropriation of property, assault on the premises, intoxication or drinking on duty or on the premises, fighting on the Employer's premises, use of drugs or narcotics, gambling on duty or on the premises, fighting on the Employer's premises, soliciting or receiving tips from residents or residents family or friends, giving out information of a confidential nature to unauthorized persons, soliciting for any purpose on the Employer's premises without written administrative approval, fraud.
- (c) Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee or before the other employees or the public.
- (d) In the event an employee receives a 3-day layoff/suspension, the employer will designate those days off regarding factors they consider to be favorable to optimal staffing of the facility. The layoff/suspension will take place within a one (1) month period of the infraction that caused the discipline.
- (e) Sick time and tardiness policy will not change during the term of this agreement, unless mutually agreed upon.
- (f) Any employee who receives three 3 day layoff/suspensions under the attendance policy during the term of this agreement, will be automatically terminated.

#### **ARTICLE 6: COMPUTATION OF BACK WAGES**

The time limits under the Grievance Procedure Step One will be extended to fourteen (14) days for back wage disputes only. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

## **ARTICLE 7: PROBATIONARY EMPLOYEES**

- (a) New employees hired shall be considered as "probationary employees", unless they fit within some other category set forth herein, for the first 640 hours while continuously employed by the Employer. The probationary period may be extended for an additional 240 hours with just cause. This extension will not affect the employee's wage increase. The employee's continuous employment shall not be deemed broken when the employee is on an excused absence but only days actually worked shall be included in determining whether the employee has completed his or her probationary period.
- (b) All probationary employees may be dismissed during the probationary period in the employer's sole discretion. The employers action with respect to such probationary employees shall not be subject to the grievance or arbitration provisions of this agreement.

## **ARTICLE 8: SENIORITY**

- (a) Seniority shall be on a departmental wide basis, in accordance with employee's date of hire.
- (b) Layoffs for less than one year, leaves of absence without pay granted by the Employer, time off without pay granted by the Employer, and periods when the employee is not on the active payroll by permission of the Employer shall not be considered as a break or interruption of employment.
- (c) Seniority rights as herein defined apply only to actual service with Employer.
- (d) In the event of a tie in seniority, the tie shall be broken by awarding the most seniority to that employee with the highest last digit on his or her social security number. If these numbers are identical, then the next to last number shall be determinative, etc.
- (e) Posting of Vacancies
  - (1). When it is determined by the employer that a vacated position or newly created position is to be filled, prior to hiring new employees, it will be posted per the following procedure. All permanent vacancies or newly-created positions within the bargaining unit, with the exception of the Cook and Floor Care positions, shall be filled on the basis of facility wide seniority, if the applicants have both the physical ability and skill to perform the work or would obtain such skill to perform the work after a four-week trial period. For the purpose of this article only, the employer may fill any vacancy for a period of three (3) weeks with a temporary or part-time employee prior to posting, if the vacancy is the result of another employee being promoted. In all other instances, vacancies will be posted for a period of seven (7) calendar days, after a determination has been made by the employer to fill the same, setting forth the minimum

physical ability and skill necessary for the position, in a conspicuous place on any bulletin board provided for herein. Interested employees shall apply in writing within the seven (7) calendar day posting period.

- (2). If during the first four weeks after the employee is awarded a job, the employee notifies the employer that he/she is unable to perform such job, or the employer notify the employee that it does not feel he/she is satisfactory in the new position with reasons therefor, the employee shall be returned to his/her former classification. If the employee feels he/she was unjustly removed from this position, he/she may file an immediate grievance at the 3rd step. When the employee is returned to a former classification, the employer may fill the vacancy, without reposting the opening, with the next senior applicant for the posted opening who, in the employer's judgment, has both the skill and physical ability to perform the work.
- (3). During the four week trial period, employees will receive the rate of pay of the job they are performing.
- (4). Posting of Temporary Vacancies: In cases of temporary vacancies that exceed seven (7) days but no more than ninety (90) days, unless mutually agreed upon between the employer and the union, such positions will be posted and filled before hiring new employees.

#### **ARTICLE 9: LOSS OF SENIORITY**

An employee shall lose seniority and his/her employment may be terminated by the Employer in any of the following instances:

1. Voluntary quit or retirement.
2. Discharge
3. Absence for two (2) consecutive working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and that the employee shall be deemed to have resigned. The employee will receive 3 (three) copies with the employee having the option to supply the Union with a copy. Whenever circumstances beyond the control of the employee occur and are verifiable, exceptions to this clause may be made.
4. Failure to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. Failure to return from sick leave and leaves of absence.



## **ARTICLE 10: SENIORITY LISTS**

- (a) Seniority shall not be affected by the age, race, sex, and marital status of the employee.
- (b) The seniority list will show names of employees, hours worked, date of hire, and job titles of all employees of the department entitled to seniority.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

- (a) Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided.
- (b) **Step One** The employee, with or without his/her steward shall Immediately and promptly take such complaint to the employee's supervisor. The parties shall attempt to resolve the complaint. No complaint will be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) calendar days (excluding weekends and holidays) of its alleged occurrence.
- (c) **Step Two** If the employee and the supervisor cannot resolve the Complaint under Step One above, the employee or the Union shall reduce the complaint to writing which shall be considered a grievance. The written grievance shall be submitted within fourteen (14) calendar days after the occurrence of the alleged violation of this Agreement to the Administrator or his/her designate and shall set forth the contract provisions allegedly violated and the relief sought.

Representatives of the Employer and the Union shall meet within seven (7) days after the submission of the written grievance in an attempt to arrive at a satisfactory settlement of the grievance. The employer shall give the Union a written answer to the grievance with five (5) calendar days following the meeting.

- (d) **Step Three** Prior to any arbitration of this agreement, the parties may Use mediation services provided by FMCS, providing such services can be scheduled within 60 calendar days, however, mediation may be waived by mutual consent.
- (e) **Step Four** If the grievance is not resolved in Step Two above, the Union may refer the matter to an Arbitrator. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Employer's written answer to the grievance in Step Two above.
- (f) It is agreed and understood that the grievance procedure, including the right to refer an Employer grievance to an Arbitrator under Step Three above, is available to the Employer on the same basis and under the same conditions as it is to the Union.
- (g) Arbitrator's Powers and Jurisdiction: An arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. An arbitrator shall at

all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to consider any extra-contractual agreements not specifically incorporated in this Agreement by another written agreement, including agreements via the practice of the parties. The arbitrator shall not be empowered to consider any question or matter outside of this agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the management rights clause herein. It is also understood that this Agreement covers employees engaged in the care of residents of a nursing home and that the mission of this Facility is to provide exceptional care for the aged and infirm who are residents of this Facility in a professional, respectful and courteous manner. Thus, in any case where an Arbitrator may be called upon to evaluate contract language, it is the intent of the parties, in all cases, that the arbitrator "put the resident first." Exceptional resident care is the primary interest and focus of all parties and all arbitration decisions should be controlled by this principal and the overall mission of this Facility. As such, conduct which might be a minor offense in an industrial setting might well be cause for more serious discipline, up to and including discharge, at this Facility. In addition, if the grievance concerns rights that are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

Moreover, in cases of disciplinary action imposed as a result of resident abuse, neglect or other mistreatment that has been reported to the appropriate state investigative agency under the state and federal regulations, any disciplinary action imposed shall not be subject to this Grievance Procedure or within the jurisdiction of any Arbitrator. In the event that the procedures of the Michigan Department of Public Health result in a finding that no patient abuse or misconduct occurred and no citation or substantiated finding against any facility remains, the employee shall have the right to process any grievance which may have been previously filed in the matter in accordance with the grievance procedure established in this Agreement. No individual shall be entitled to any back pay award for any period occurring between a report to the State and a finding that no abuse, neglect or mistreatment occurred. Any substantiated finding determining that an employee has committed resident abuse, neglect or other mistreatment (or any other determination that an individual is ineligible under the law to work at the Employer's facility) shall establish just cause for discharge and not be subject to the Grievance Procedure or the jurisdiction of any arbitrator. For the purposes of determining the time limits contained in this Grievance Procedure, the date of any finding that no abuse, neglect or other mistreatment occurred was issued shall be considered the date of the occurrence of the events upon which the grievance is based.

If the issue of arbitrability is raised, an arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Should the issue of arbitrability be

raised, it will be determined via an expedited hearing or through the submission of briefs on the issue, prior to a hearing on the merits of the grievance.

Any award of the arbitrator shall not be retroactive more than the time in which the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation and/or compensation for personal services that the employee may have received from any source during the period in question.

- (h) Fees and Expenses The expenses for the Arbitrator's fee shall be Shared equally between the Employer and the Union.

## **ARTICLE 12: LAYOFF TERMS**

- (a) In the event it becomes necessary for a layoff, the Employer shall meet with the supervisors unless an emergency situation exists. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, job titles, and work location. Any layoff will be done by job classification and that the Employer has the right to determine the classifications that are to be effected by any layoff.
- (b) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, the following factors will be considered in determining the order in which employees shall be laid off, and if in the opinion of the Employer, the employee has both the physical ability and skill to perform the work to be done, the person with the most hours will govern:
  - (1) Seniority
  - (2) Skill and physical ability to perform the work available.
- (c) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff, unless an emergency situation exists.
- (d) In the event the employee being laid off has qualifications, skill, and ability to perform work in another classification said employee may "bump" into the classification to a position that their seniority entitles. Said "bumped employee" may also exercise his/her rights under this section. When all workers are recalled to work following a layoff, all people revert to their original positions.

## **ARTICLE 13: RECALL PROCEDURE**

When the working force is increased after layoff, employees will be recalled according to the following factors:

- (1) Date of Hire
- (2) Skill and physical ability to perform the work available. For purposes of this section, seniority shall be on a facility wide basis. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to report for work within seven (7) calendar days from the date of mailing of notice of recall, he or she shall be considered a quit unless other arrangements have been mutually agreed upon by the Employer.

## **ARTICLE 14: TEMPORARY ASSIGNMENTS**

In cases of temporary assignments of ninety (90) days or less, the Employer will assign the employee with the highest seniority, provided he/she is qualified for the job. Any employee performing work on a temporary assignment provided he/she willingly accepts the job, shall receive the rate of pay normally paid for such work, regardless of whether the employee might otherwise be entitled to a high job classification or pay rate. If no employee desires the assignment on the shift, the Employer may assign the employee with the lowest seniority who is qualified on any shift to such a job. However, said employee shall receive the rate of high classification for all hours worked while filling such temporary assignment.

## **ARTICLE 15: LEAVES OF ABSENCE**

- (a) Leaves of absence without pay for a period up to one (1) year may be applied for, in writing, on an application form supplied by the Employer by the employee to his or her supervisor. All such leaves of absence shall be within the sole discretion of the Employer, except that such leave shall be granted, in writing without loss of seniority for up to one year if the employee becomes ill or is injured and is unable to work, provided his/her claim is supported by satisfactory evidence. Upon his/her return to work from such a leave, the employee shall furnish the Employer with acceptable proof of his or her fitness for work. Employees shall retain seniority while on leave of absence granted by the provisions of this policy. However, an employee on leave of absence shall accrue no additional seniority during such leave. If an employee fails to report for work promptly upon termination of the leave of absence, he/she shall be considered as having quit voluntarily. No employee shall be paid for any such unpaid leave of absence.
- (b) Any employee shall be allowed to participate in the life insurance program provided by the Employer, providing the premium in such regard is paid by the employee to the Employer in advance of the established due date of the premium, (except that the Employer shall continue to provide life insurance required hereunder to the employee for the first three (3) months only of an approved leave of absence at the Employer's expense). If such premiums (beyond the three months' coverage) are not paid in a timely fashion, Employer has no duty whatsoever to provide such life insurance coverage or allow the employee to participate in such regard.
- (c) A maternity leave of absence, without pay, may be granted for a period of up to one year at the Employer's discretion for purpose of delivery of the infant and infant child care. An employee who desires such maternity leave shall obtain a written confirmation from her physician that she is pregnant. Such confirmation shall also state the expected date of delivery. If the employee is unable to return to work after any maternity leave granted by the Employer, and requires a further leave, such leave may be granted by the Employer upon proof from her physician satisfactory to the Employer of the need for such leave. Any failure to return from a maternity leave shall be considered a voluntary quit on the part of the employee. Any such maternity leave shall be unpaid. At such time the employee cannot fulfill the requirements of the job description, maternity leave will begin.

- (d) All FMLA leave will follow federal guidelines.

#### **ARTICLE 16: HEALTH REQUIREMENTS**

New employees are required to have a physical examination prior to beginning work by a physician selected by the Employer.

At the sole discretion of the Employer, the Employer may annually or periodically thereafter require that any or all employees have subsequent physical examinations at the Employer's expense to determine whether the employee's health or that of any residents, or the certification of the facility, would be jeopardized. The results of such physical examination must be presented to the Employer and employee and will be retained in the employee's personnel file. The initial physical examination records are the property of the employer.

Where a physical examination reveals that the employee's health or that of any patients' in the Employer's facility would be jeopardized, the Employer may place the employee on a leave of absence within the time limit set forth previously and the employee will be reinstated to the job within such time limit upon conclusive medical evidence that the physical problem has been corrected.

#### **ARTICLE 17: SAFETY AND HEALTH**

- (a) The Employer recognizes the importance of maintaining working conditions which promote the safety and health of the employees.
- (b) A safety committee of employees and employer representatives is hereby established. The Employer and Union shall each appoint one member of the committee and they shall jointly appoint the third member. The committee shall meet at the call of the Employer at least every other month. The purpose of the committee is to make recommendations to the Employer regarding unsafe working conditions or potential hazards to the employees, residents, or visitors. The administrator will approve and sign all minutes.
- (c) The Employer desires that all work be performed in an efficient and safe manner and that all relevant laws be satisfied. Employees will cooperate fully with the Employer in calling attention to unsafe conditions regardless of the party creating such conditions. Any employee who intentionally violates a facility safety policy or rule shall be subject to immediate discipline, including discharge.

## **ARTICLE 18: WORK PRACTICES**

The Employer functions 24 hours per day, 7 days per week, 52 weeks per year. Since it never closes, it must be staffed accordingly.

In such regard, employees will be required to work the scheduled hours and days that apply to their job classifications. Employees refusing to meet these hours and days of work requirements will be considered "unavailable for work" and may be disciplined by the Employer up to and including discharge, where appropriate.

It is the employee's responsibility to familiarize himself/herself with his/her assigned schedule and work accordingly. Steady attendance and punctuality are required of all employees. The Employer will notify the affected employee during the previous week in the event of a known scheduling change.

During regular work hours, employees shall not leave their area of work or the premises for personal reasons, to visit with residents or employees in other work areas, unless permission has been granted by the immediate supervisor.

## **ARTICLE 19: WORK PERFORMED BY SUPERVISORS**

A supervisor may perform work normally done by an employee in the bargaining unit under the following circumstances:

1. Experimental work.
2. Demonstration work performed to instruct and train employees.
3. Work necessary due to emergency conditions or due to situations in which no qualified bargaining unit employee is immediately available.
4. Work which would be unreasonable to assign to a bargaining unit employee because of skill and/or physical requirements.
5. Work which is negligible in amount.
6. Sign-up Lists. The employer will post a sign-up list with each schedule for employees desiring extra hours during that scheduled period of time. If extra hours become available during that time, the Employer will call those employees who are qualified first, based on seniority, in the needed job classification, provided it does not cause an employee to be in an overtime status.

## **ARTICLE 20: VOLUNTEER GROUPS**

Several Volunteer organizations and workers may perform services in the Employer's facility that are valuable and necessary contributions to the welfare of residents and for the benefit of the facility, and that in no way interfere or conflict with the duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature, and the employees shall not interfere in any way with the activities or duties of such volunteer organizations or workers.

## **ARTICLE 21: REHIRED EMPLOYEES**

Any former employee whose services were previously terminated by the Employer or employee will be considered as a new employee without any continuity of employment or credit for prior time worked.

If the employee is rehired within 30 days and termination was not for reason of another job or discharge, continuity of employment and tenure credit will be approved by the Administrator. There are no credit considerations permitted for rehire after the 30-day period, regardless of the circumstances.

## **ARTICLE 22: JURY DUTY**

A regular employee who is called for or serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay, exclusive of any shift, overtime, or other premiums, provided the employee's wage rate per hour exceeds jury pay. The employee shall turn over to the Employer his or her check or other compensation, other than mileage, received for jury duty as soon as it is received. The Employer will pay the employee a maximum of 8 hours per day to serve on jury duty. Any employee released from jury duty within 2 (two) hours prior to the end of his/her shift, shall promptly return to work for the remainder of his or her scheduled shift to be paid for the full (8) hours. If the employee chooses not to return to work, the employee shall be paid for hours actually served on jury duty. If an employee does not turn over his or her check within one payroll period, any jury duty previously paid will be deducted from the next check.

Employees who work the midnight shift shall receive jury duty pay and may take the night before jury duty off if scheduled and that under no conditions shall they receive more pay for jury duty than if they were working the day shift.

## **ARTICLE 23: WORKERS' COMPENSATION**

- (a) Each employee so entitled to this fringe benefit under the state law will be covered by the applicable worker's compensation. The employee involved may utilize accumulated sick leave only until the determination has been made that the injury or illness qualifies as worker's compensation. Once the payment for worker's compensation commences the employee must repay any sick time payments that were received that are duplication of time paid for under the worker's compensation provisions. In the event that an employee is utilizing sick leave prior to the determination of worker's compensation eligibility, those days must be taken as whole day unit.



- (b) When an employee is working a light duty schedule due to work related injuries, any medical care scheduled during the employees shift will be paid and considered time worked for the purpose of overtime pay. Proof of appointment time and length must be provided to the employer upon completion of treatment. If Management cannot schedule therapy or treatment during working hours, any employee so scheduled will be paid on (1) hour of allowed time for each therapy or treatment. Any employee who schedules or reschedules therapy or treatment, and as a result receives therapy or treatment on his/her own time, will not be eligible to receive any pay.

### **Memorandum of Agreement**

If an employee is being treated by a physician regarding a Worker's Compensation claim, and the employee fails to keep the doctor's appointment without notice to the employer, the employee will be charged a no call/no show under the attendance policy. Futhermore, the employee will be charged a sick day.

If an employee cannot attend the doctor's appointment he/she should notify the employer one (1) hour before the doctor's appointment is scheduled to be considered excused.

### **ARTICLE 24: SICK LEAVE**

- (a) All employees will be entitled to one day of sick leave for each 208 hours worked. Sick leave may be accumulated up to a maximum ninety (90) days or 720 hours.
- (b) Sick leave is granted to be used by an employee in the event of personal illness. Illness shall include accidental injury, sickness, or pregnancy, but shall specifically exclude illness or injury which is voluntarily incurred including, but not necessarily for employee's physical or mental well-being, drug abuse, and suicide.
- (c) Sick leave will be based upon the employee's normal scheduled work day and his/her base rate of pay exclusive of any shift, overtime, or other premium.
- (d) An employee will receive sick leave only in the event that his/her illness or injury renders it impossible for the employee to come to work, but only if he/she notifies the employer no later than one hour prior to his/her scheduled starting time, unless unable to do so because of the illness or injury, or other good cause.
- (e) A regular employee whose services are terminated for any reason, except discharge for cause, shall be paid amount equal to 50% of the employee's accumulated sick leave, provided that the employee has a minimum of ten (10) days accumulated at the time of termination. Employee shall forfeit any right to such sick leave pay if the employee terminates his/her employment without giving at least fourteen (14) calendar days advanced written notice to the Employer. In the event an employee dies, sick and vacation time will be paid 100%. Also, no sick leave may be taken within this 14 day notice.
- (f) The Employer may at any time notify the employee in writing, that it suspects possible abuse of sick leave by an employee and may thereafter require a

physician's certificate or other competent evidence certifying to such employee's inability to work due to illness on a per illness basis. A meeting will be held as soon as possible with the Employer representatives, and the employee involved in attendance for the purpose of reviewing the Employer's documentation of the alleged infraction if desired by the employee. In all other cases, an employee may be required to furnish a physician's certificate whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide requested medical certification may not be entitled to paid sick leave and such days may constitute unexcused absence. The Employer will pay the doctor for the three-day sickness documentation if the Employer's doctor is used, while the employee will pay the doctor if his/her doctor is used. If an employee works up to 6 months without occurrence they will be taken off notice.

- (g) An employee's sick leave accumulation shall appear on the employee's check stub.
- (h) Also, sick time shall accrue, but will not be paid for any absences while an employee is in probation status.

#### **ARTICLE 25: FUNERAL LEAVE**

When a death occurs in an employee's immediate family as defined below, the employee, upon request, will be excused for up to three (3) scheduled working days, which shall include up to and including the day of the funeral, provided he/she attends the funeral.

The immediate family is defined as the employee's mother, father, step-parents, brother, sister, wife or husband, son or daughter, son-in-law or daughter-in-law, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employees immediate household.

Funeral leave pay shall be based upon the employee's normal scheduled work day including any shift differential, but exclusive of overtime.

One scheduled working day of unpaid funeral leave will be allowed for Aunt/Uncle, Niece/Nephew, if the funeral is attended.

## **ARTICLE 26: HOURS AND OVERTIME**

This article provides a basis for calculating overtime and defines the normal hours of work, and it shall not be construed as a guaranty of hours.

- (a) Hours of Work/Lunch Periods: The normal hours at work shall be: eight (8) hours per day and eighty (80) hours per fourteen (14) calendar days of work, or forty (40) hours per week. Daily hours of work shall normally be consecutive.
- (b) Lunch and Break Periods: Employees shall receive an un-paid lunch period of one-half hour whenever an employee is scheduled to work seven (7) or more hours in a day, and one (1) paid fifteen (15) minute rest break for each four (4) hours worked. Breaks shall not be interrupted, except for good cause.
- (c) Overtime.
  - (1). For the purpose of computing overtime under this Article, and not as a limitation upon the scheduling of employees for work, the fourteen (14) calendar day work period shall be a period of fourteen (14) consecutive days.
  - (2). Time and one-half the employee's regular base rate shall be paid for all hours actually worked in excess of eight (8) hours in a day or eighty (80) hours in a scheduled fourteen (14) calendar day work period.
  - (3). Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or other provisions.
- (d) Reporting Pay. In the event an employee is not contacted and reports for work as scheduled, but for whom no work is provided, the employee will be paid for two (2) hours at his/her regular straight time hourly rate. Employees who travel to the work site, shall receive reporting pay for inservices canceled with less than 24 hours notice.
- (e) Sign-up Lists. The Employer will post a sign-up list with each schedule for employees desiring extra hours during that scheduled period of time. If extra hours become available during that time, the Employer will call those in the classification where the overtime is needed and the most senior person will then be entitled to the overtime. If all refuse in the classification, the employer will consider those who are qualified, and then based on seniority will be entitled to the overtime.

## **ARTICLE 27: HOLIDAYS**

- (a) Paid holidays are designated as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day, Christmas Day, The Employee's Birthday, Easter and two (2) floating holidays each year. Holiday pay shall be based upon the employee's normal scheduled work day and his/her base rate of pay exclusive of any shift, overtime, or other premium. In the case of cook versus cook helper, the rate of pay will be determined by the "average pay" over the last 2 pay periods, for that individual's regular rate. One additional floating holiday per year will be given after five (5) years seniority.
- (b) Should the actual holiday fall on Saturday, Saturday and not Friday shall be considered as the holiday for pay purposes under this section regardless of when the holiday is celebrated by state or federal law. Similarly, should the actual holiday fall on Sunday, Sunday not Monday, shall be considered as the holiday for purposes of paid holidays.
- (c) An employee shall be eligible for holiday pay only under the following conditions:
  - (1) The employee must work his/her regularly scheduled shifts prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday pay.
  - (2) Exceptions to the preceding subparagraph shall be made where the employee is granted prior leave for the shift prior to the holiday for good cause, including sickness; or where the employee is granted leave for the shift after the holiday for good cause, including sickness.

Such leave shall be granted only in cases where good and sufficient cause is shown. Substantiation may be required by the employer.
  - (3) Holiday pay for employees averaging 16 hours per week or less over the previous year will be pro-rated.
- (d) If the holiday is observed on the employees scheduled vacation, he or she shall be paid for the unworked holiday.
- (e) No holiday pay shall be granted to an employee on a lay off status.
- (f) In order to be eligible for floating holidays, an employee must have been employed for an entire year. Floating holidays accrue as of each employee's anniversary date. With regard to floating holidays, nursing personnel employees must give no less than one (1) week notice Monday through Thursday and two (2) week notice Friday through Sunday. When a floating holiday is used for an emergency, the Employer will be entitled to inquire about the nature of such emergency. For departments other than nursing, two (2) working days advance notice shall be considered sufficient for purpose of granting such floating holiday.
- (g) Employees shall be paid one and one-half times the normal hourly rate for hours worked on a holiday. Employer reserves the right to alter schedules to prevent

overtime. On such holidays, the employee shall receive no less than a normal two week period.

- (h) Seniority will govern in either case whether employees wish to work or not during a holiday. In order to exercise seniority rights, the employee must sign or fail to sign the sign-up sheet for working holidays no less than one week prior to the posting of the work schedule.

## **ARTICLE 28: VACATION**

- (a) A regular employee shall be entitled to eight (8) working days vacation after one (1) calendar year's employment; ten (10) working days vacation after two (2) calendar year's employment; and fifteen (15) working days vacation after five (5) calendar years employment; provided he/she worked at least 2,000 hours during the calendar year preceding the year in which the vacation is taken. Beyond ten (10) calendar years employment an employee will be given the following additional days of vacation: Seventeen (17) days for eleven (11) years employment, eighteen (18) days for twelve (12) years employment, nineteen (19) days for thirteen (13) years employment and twenty (20) days for fourteen (14) years employment, provided he/she worked at least 2,000 hours during the calendar year preceding the year in which the vacation is taken. A regular employee who worked less than 2,000 hours in the preceding calendar year shall receive pro-rata vacation benefits based upon the number of hours he/she worked during such year, divided by 2080 hours. If the result is a fraction of a day of vacation, it shall be increased to the next full day. Vacation pay shall be based upon the employee normal scheduled work day, and his/her base rate of pay exclusive of any shift, overtime, or other premium.
- (b) Vacations must be taken; there shall be no pay in lieu of vacation. Vacation time cannot be accumulated. Any vacation time earned for any one year and not used within the next year, based on the employees anniversary date, shall be considered lost to the employee. An employee, even though otherwise eligible for vacation benefits under this Article, forfeits the right to receive vacation benefits if he/she quits or is discharged prior to the anniversary date of the vacation year. An employee can accumulate up to no more than two (2) years vacation at the sole discretion of the employer under unusual circumstances upon written request.
- (c) As far as possible, vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the employer and shall be subject to the work schedule and personnel requirements.
- (d) If an employee becomes ill and is hospitalized during his or her vacation, his or her vacation will be rescheduled. In the event his or her hospitalization continues throughout the year, he or she will be awarded payment in lieu of vacation.
- (e) In the case of cook versus cook helper, vacation pay rate will be determined by the "average pay" over the last 2 pay periods, for that individual's regular rate.

- (f) Requesting vacation days should not interfere with employees scheduled weekends off unless there are fewer than 10 CNA's on duty day shift, 8 CNA's on the afternoon shift and 6 CNA's on midnight. Seniority shall prevail in the scheduling of vacation time, as long as it was requested in established time frames.

**ARTICLE 29: WAGES**

Eastwood Nursing Center													
Union Wage Scale													
12/16/19 to 12/15/21													
Current Rates:													
	Start	640 Hrs	2080 Hrs	4100 Hrs	6240 Hrs	8320 Hrs	10400 Hrs	12480 Hrs	14560 Hrs	16640 Hrs	24960 Hrs	33280 Hrs	41600 Hrs
CENA's	11.20	12.16	12.72	12.96	13.16	13.35	13.62	13.81	13.87	13.92	13.97	14.02	14.12
Cooks	9.93	11.04	13.17	13.17	13.17	13.17	13.17	13.17	13.24	13.29	13.34	13.39	13.49
Others	9.93	11.04	12.50	12.50	12.50	12.50	12.50	12.50	12.55	12.60	12.65	12.70	12.80
December 16, 2019 to December 15, 2020 (2%)													
	Start	640 Hrs	2080 Hrs	4100 Hrs	6240 Hrs	8320 Hrs	10400 Hrs	12480 Hrs	14560 Hrs	16640 Hrs	24960 Hrs	33280 Hrs	41600 Hrs
CENA's	12.40	12.62	12.97	13.22	13.42	13.62	13.89	14.09	14.15	14.20	14.25	14.30	14.40
Cooks	10.13	11.26	13.43	13.43	13.43	13.43	13.43	13.43	13.50	13.56	13.61	13.66	13.76
Others	10.13	11.26	12.75	12.75	12.75	12.75	12.75	12.75	12.80	12.85	12.90	12.95	13.06
December 16, 2020 to December 15, 2021 (1.75%)													
	Start	640 Hrs	2080 Hrs	4100 Hrs	6240 Hrs	8320 Hrs	10400 Hrs	12480 Hrs	14560 Hrs	16640 Hrs	24960 Hrs	33280 Hrs	41600 Hrs
CENA's	12.62	12.62	13.20	13.45	13.66	13.86	14.14	14.33	14.39	14.45	14.50	14.55	14.65
Cooks	10.31	11.46	13.67	13.67	13.67	13.67	13.67	13.67	13.74	13.79	13.84	13.90	14.00
Others	10.31	11.46	12.97	12.97	12.97	12.97	12.97	12.97	13.03	13.08	13.13	13.18	13.28

- (a) If employer decides it economically feasible, future pass-through raises, if available, will occur.
- (b) Longevity bonus: A bonus payment of \$100.00 will be paid annually on the first pay period in December for all employees with five (5) years or more of service. After 10 years of service a bonus of \$150.00 will be paid and for employees with 15 years of service a bonus of \$200.00 will be paid.
- (c) The employer will pay for CNA recertification fee every two (2) years. It is the CNA's responsibility to bring recertification notice to the main office at least two (2) weeks prior to expiration. CNA's wishing to pay the fee can be reimbursed for recertification expense thru the main office.
- (d) New employees with equivalent experience can start at the wage rate of 4160 hours.

**ARTICLE 30: LIFE INSURANCE AND MEDICAL**

The employer agrees to pay the full premium for each regular employee for the group life insurance plan, face value of \$10,000. Upon retirement or severance, the employee will be informed of his or her options and allowed to exercise his/her choice of options, if any exist, upon request for such information by the employee.

## **ARTICLE 31: 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.
- (b) Premium pay which is paid in addition to the employee's regular rate of pay shall not be included as "additional hours paid" under this Article. "Premium Pay" as defined herein shall include holiday hours not worked, pay for shift differential, and overtime premium pay.

## **ARTICLE 32: WORKING HOURS - SHIFT PREMIUM AND HOURS**

- (a) Normal Shifts and Hours: This section is intended to define the normal shifts and normal hours of work, and shall not be construed as guarantee of hours of work per day or per week.
- (b) Shift Hours:
  - First Shift: Includes all shifts regularly scheduled to commence between 6:30 a.m. and 3:30 p.m.
  - Second Shift: Includes all shifts regularly scheduled to commence between 2:30 p.m. and 11:30 p.m.
  - Third Shift: Includes all shifts regularly scheduled to commence between 10:30 p.m. and 7:30 a.m.
- (c) Standard Work Day: For the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the standard work day shall consist of eight and one-half (8 1/2) hours in a twenty-four (24) hour period (beginning at 7:00 a.m. and ending at 11:15 p.m.), which hours shall be consecutive if possible. Such hours shall include an unpaid one-half (1/2) hour lunch period. The regular work scheduled shall consist of not more than eighty (80) hours in a fourteen (14) calendar day work period (336 hours) beginning at 11:01 p.m. Saturday.

The normal pay day shall be the Friday following the end of each fourteen (14) day work period.
- (d) Deviation from Schedule: It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism's, employee requests, temporary shortage of personnel, lack of funds, lack of work, and emergencies.
- (e) Posting of Schedules: The Employer shall plan and post work scheduled at least fourteen (14) calendar days in advance of the first working day covered by the schedule itself. The employees must get their requests for scheduling in to the individual in charge of scheduling at least seven (7) days prior to the posting date of the schedule in order to have the requests considered and honored, if

possible. The schedule shall be subject to such changes after it is posted as are required by absenteeism, shortage of personnel or other emergencies. The Employer shall notify the affected employee in the event of any schedule change.

- (f) Lunch Period: Employees shall be allowed thirty (30) minute unpaid lunch. Employees will be required to clock in and out for lunch.
- (g) Coffee Break: Employees may take a fifteen (15) minute coffee break in the A.M. and also fifteen (15) minute coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply, which shall be taken on the job only. Employees may have their coffee break without undue interruption, except in case of an emergency situation.
- (h) Shift Preference: Employees shall submit their shift preference to the administration in advance so that the employee can exercise shift preference within their classification on the basis of seniority, in the event of a vacant or open position only.
- (i) Shift Premium: Employees who work on the third shift shall receive, in addition to their regular base pay for the pay period, ten (\$.10) cents per hour shift premium for all hours actually worked. Employees who work on the second shift shall receive, in addition to their regular base pay for the pay period, five (\$.05) cents per hour shift premium for all hours actually worked.
- (j) When an employee works in the capacity of shift manager they will receive \$.50 per hour for the entire shift in which they worked. They will receive the shift differential only when supervisory duties are actually performed.
- (k) Call-In Bonus: If an employee comes in, after being called in to cover a shift on their scheduled day off, that employee will receive the call-in bonus of \$20.00. The employer will attempt to call in employees first before mandating a DOT employee to stay.
- (l) Continuing Education: The employer will insure that all employees be provided the necessary time to comply with the State requirements of continuing education. The employer will also provide an environment that is conducive to learning. DOT employees or more will be scheduled by the employer to accomplish their education requirements.

### **ARTICLE 33: CONFIDENTIAL INFORMATION**

Employees recognize the importance and necessity of courtesy to the facility's residents and of the treatment of information concerning residents and their families as confidential. Any and all information concerning any resident of the facility or his/her family, no



matter how acquired, shall be considered and treated as confidential. Any disclosure of confidential information by an employee to resident, fellow employee, or any unauthorized person which is not made in the course of the employee's duty to the facility, shall be regarded as a breach of duty by the employee, and may be treated as cause for his/her immediate discipline, including discharge.

#### **ARTICLE 34: CHANGE OF NAME, ADDRESS, OR STATUS**

All employees shall notify the Employer of any change of name, address, phone number, reliable message phone number, or marital status promptly, and in any event within five (5) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and marital status shown on its records for all purposes involving his/her employment.

#### **ARTICLE 35: MISCELLANEOUS PROVISIONS**

- (a) The Employer will prepare job descriptions for all positions.
- (b) Whenever employees are required to attend mandatory in-service programs, the following method of reimbursement shall apply:
  - (1) Employees who come in prior to the start of their shift or stay after their shift is completed, shall receive time and one-half for such in-service meeting; and
  - (2) Employees on the midnight shift and employees who are not scheduled to work shall receive two (2) hours of straight time pay for attending such in-service.
- (c) Whenever employees are not able to report for duty due to adverse weather conditions, the employee shall have the option of using available floating holiday time or an unpaid day. The employer will recognize school closings where the employee lives, to excuse the employee from any tardiness repercussions.
- (d) The employer will offer all employees the opportunity to enroll in a Roth style IRA plan.

## **ARTICLE 36: UNION SECURITY**

- (a) Eastwood Nursing Center will comply with Michigan's Right to Work law.
- (b) If Michigan's Right to Work law is overturned, the following provisions will become effective.
- (c) As of the effective date of this Agreement, all regular full-time and regular part-time bargaining unit employees shall, as a condition of employment, maintain membership in the Union or pay a "Representation Fee" equal to the amount of dues uniformly required of members of the Union, upon completion of 30 calendar days of employment.
- (d) The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deduction. At the time of employment the Employer shall make available to the new employee a check-off card provided to the Employer by the Union. Dues and initiation fees shall be an amount as indicated by the USWA Constitution. Deductions shall be made each pay period and transmitted to the International Union's Secretary/Treasurer following the last payroll of each month. Along with said deductions the Employer shall forward a list of employees for whom the deductions were made. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the Employer shall make the deduction in the next pay period where the employee has sufficient earnings. Employees who do not work more than forty (40) hours in a month shall not have any dues deducted for that month.
- (e) The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article, and the Union hereby agrees it will indemnify and hold harmless from any claims actions or proceedings by any employee arising from the deductions made by the Employer hereunder, including the cost of defending such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

## **ARTICLE 37: UNION RIGHTS.**

The employees covered by this agreement will be represented by three (3) stewards. The union shall notify the employer, in writing, of the names of the stewards at least annually and within thirty (30) days of any changes that occur. The employer shall also be notified of the names of any alternate stewards who would serve only in the absence of a regular steward.

Upon giving seven days advance notice, up to three employees designated as stewards will be granted up to ten days off without pay to participate in union functions, however, an individual holding elective office may be allowed up to a maximum of two additional unpaid days off to attend the regularly scheduled monthly union meeting. The parties agree that no more than one person from the same department will be granted time off to participate in union functions.

- (1) Bulletin Board. The employer will furnish a bulletin board for the Union in communicating with employees. Official Union notices containing no inflammatory comment may be posted as soon as the Union representative has notified the facility Administrator of an intent to post such notice. Notices or literature other than that for the normal conduct of the Union's business must first have the Employer's approval.
- (2) Position Descriptions. Position descriptions will be made available to a Union representative or interested employees upon request.

#### **ARTICLE 38: SOLE AGREEMENT AND WAIVER**

"This agreement constitutes the sole and entire agreement between the parties, oral and written, and expresses all the obligations of, or restrictions imposed on the respective parties during its term. This agreement can be changed only by written amendment executed by the parties hereto."

#### **ARTICLE 39: NONDISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or handicap.

#### **ARTICLE 40: NOTICE OF SALE OR TRANSFER**

If the Eastwood Nursing Center of Negaunee, Inc. is to be sold the Union will be notified of the sale prior to the final execution of the sales documents.

**ARTICLE 41: TERM OF AGREEMENT**

This Agreement shall be in full force and effect from December 15, 2019 to December 15, 2021.

Notice to modify or terminate the agreement shall be given no less than ninety (90) days prior to any anniversary date or expiration date by registered or certified mail and if by the union be addressed to Eastwood Nursing Center of Negaunee, Inc., 900 Maas St., Negaunee, MI 49866, and if by the employer, to the United Steelworkers of America, 13233 Hancock Drive, Taylor, MI 48180-4766. Either party, by like written notice, may change the address to which notice is sent.

IN WITNESS WHEREOF, the parties hereto have set their signatures on \_\_\_\_\_, 2017.

EASTWOOD NURSING CENTER

UNITED STEELWORKERS (USW)

\_\_\_\_\_  
Lee Johnson, President/Administrator

\_\_\_\_\_  
Leo W. Gerard, International President

\_\_\_\_\_  
Thomas M. Conway, International VP, Administration

\_\_\_\_\_  
Fred Redmond, International VP, Human Affairs

\_\_\_\_\_  
Stan Johnson, International Secretary/Treasurer

\_\_\_\_\_  
Michael Bolton, Director, District 2

\_\_\_\_\_  
Chris Haddock, Staff Representative

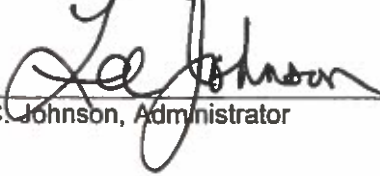
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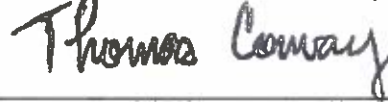
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 20th day of August, 2020, effective December 15, 2019.

**Eastwood Nursing Center**



Lee C. Johnson, Administrator

**UNITED STEELWORKERS (USW)**



Thomas Conway, International President



John Shinn, International Secretary-Treasurer




David McCall, International VP, Administration



Fred Redmond, International VP, Human Affairs



Michael Bolton, Director, District 2



Chris Haddock, Staff Representative

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**USW Local 4950-09 Committee Members**



Chad Korpi, President



Dan Ruokolainen, Vice President



Lisa Miller, Committee Person



Sheila Jarvi, Committee Person



Ashley Lauren, Committee Person



Glenn Troup, Committee Person

I, \_\_\_\_\_ verify that I have  
(please print your name)

received a copy of the Employee Policy Handbook for Eastwood Nursing Center and read its contents and understand it is my responsibility to comply with the policies and procedures of the handbook.

\_\_\_\_\_  
EMPLOYEE SIGNATURE                      DATE