12/31/15

# AGREEMENT

between

JACKSON COUNTY MEDICAL CARE FACILITY
hereinafter referred to as the "Employer"

an

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547 547 A, 547 B, and 547 C, AFL-CIO

hereinafter referred to as the "Union BOR AND INDUSTRIAL

ARTICLE I

RELATIONS LIBRARY

PURPOSE

Michigan State University

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working condition, and other conditions of employment.

# ARTICLE II

## UNION RECOGNITION

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment.
- (b) The term "employee" as used herein shall include Building Engineers and Maintenance Men, employees of the Employer.

#### ARTICLE III

# UNION SECURITY - DUES CHECK-OFF

# Section 1. Union Security

(a) It shall be a condition of employment that all permanent employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those presently employed who are not members on the effective date of this Agreement shall, on or before the Thirty-first (31st) day following the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, become and remain members in good standing in the Union. It shall also be a condition of employment, that all employees covered by this Agreement and hired on or after its effective date shall on or before the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Datornational Union of Opening Engineers -13020 Porton avenue. - Jackson Coursely

(b) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. (c) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) days written notice. (d) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment in the job classification covered by this Agreement. Section 2. Check-Off (a) The Employer shall deduct Union dues from the wages of Employees covered by this Agreement from the second pay of each month, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer proper written authorization to do so. (b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds, shall be decreed trust funds, and shall be forwarded to the Union forthwith, (c) The Employer shall not be responsible for the Initiation fee. ARTICLE III MANAGEMENT RIGHTS The Employer hereby retains and reserves unto itself the sole and exclusive rights to manage and operate the Facility in all of it's operations and activities including by way of illustration and not limitation the right to hire, promote, discharge, lay off and recall employees, and to maintain discipline and efficiency, to determine services to be furnished, including the methods and equipment to provide same, to direct the work force, to determine the number of employees, to change methods of operations, and to establish work schedules, all of which shall be subject to and be in conformity with the applicable express provisions of the agreement. In addition, the Employer retains the right to establish and enforce reasonable rules and regulations as to conduct of employees and operations of the Facility not inconsistent with other provisions of this agreement, the reasonableness of such rules and their enforcement being subject to the grievance procedure. In general, all rights except such as are specifically abridged or relinguished herein, are reserved to the Employer. - 2 -

# ARTICLE IV

# NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

# ARTICLE V

#### STEWARD

- (a) The Employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the Employees and the Union. Reasonable arrangements will be made to allow the steward time off with pay for the purpose of investigating grievences and to attend grievance and negotiating meeting.
- (b) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

#### ARTICLE VI

# UNION BUSINESS REPRESENTATIVE

The Union Representative shall have access to the Facility for the purpose of investigating and adjusting any complimes therein by arranging with the management to go through the Facility during regular working hours, but on none of such visits shall such Union Representative interfere with production or the maintenance of discipline in the hospital.

#### ARTICLE VII

# CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall mt be used for the purpose of undermining the Union nor to discriminate against any of the members, nor shall it result in the reduction of the present work force as outlined in Schedule nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE VIII JURISDICTION Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency. ARTICLE IX SENIORITY & PROBATIONARY EMPLOYEES (a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. There shall be no seniority among probationary employees. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement. (b) Newly hired employees completing their probationary period shall acquire seniority from the date of hire. Employees transferring into the bargaining unit from other departments at the Facility after having completed their probation period shall acquire bargaining unit seniority from the date of transfer. (c) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An Employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification. previously held by the employee. (d) Seniority shall continue to accumulate for an employee who is transferred to a supervisory position. ARTICLE X SENIORITY LISTS (a) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. (b) An agreed to seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into classification. (c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union Membership with up-to-date copies at least every one hundred eighty (180) days.

Section 1.

Section 2. Loss of Seniority An employee will lose his seniority for the following reasons: 1. He resigns 2. He is discharged for cause 3. He is absent for three (3) consecutive working days without notifying the Employer. After such absence the Employer will send written notification to the Employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. 4. If he does not return to work when recalled from lay off as set forth in the recall procedure. 5. Return from sick leave and leaves of absence will be treated the same as (3) above. ARTICLE XI TRANSFERS AND PROMOTIONAL PROCEDURES (a) Notice of all vecancies and newly created positions shall be posted on employee bulletin boards within four (4) working days, and the employee shall be given four (4) working days time in which to make application to fill the wacancy or new position. The senior employee making application shall be transferred to full the vecency or new position, provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification. (b) Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher. (c) Temporary transfers shall be for a period of no longer than thirty (30) days, extensions may be given by mutual agreement. (d) Any position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and be posted. ARTICLE XII DISCIPLINE - DISCHARGE (a) When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that - 5 -

the Employer became aware of the conditions giving rise to the discipline. (b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices. (c) Employees shall be subject to immediate dismissal for any of the following reasons: Drunkenness, dishonesty, insubordination or willful violation of agreed upon rules. ARTICLE MIII NEW JOBS The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Employer shall establish the job description. The Employer will notify the Union in writing of such new or changed job, and will within thirty (30) calendar days after such new or changed job is established, meet with the Union to negotiate the rate and classification, ARTICLE XIV LEAVE OF ABSENCE (a) Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require his absence for the term of such office and shall accumulate som iority during his term of office, and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights; provided, that said leave of absence (without pay) may not exceed a period of time equal to one-half the total years' seniority accumulated by said employee at the time said employee secures his leave of absence. In the event said employee shall fail to return to work after said period of time, as hereinbefore defined, then deaid employee shall be considered to have quit his job, and he shall be removed from the seniority list.

# ARTICLE XV

## GRIEVANCE PROCEDURE

## STEP ONE

(a) An employee having a grievance shall present it orally to his immediate Supervisor. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and it shall be submitted to the Union representative within five (5) working days from the date of the oral presentation.

## STEP TWO

- (a) The Union representative shall meet with the Employer representative to discuss the grievence within five (5) working days of its written submission.
- (b) The Employer shall give its decision in writing within five (5) working days of the said meeting. If the grievance is not appealed within five (5) working days of the Employer's decision, said decision shall be considered as settlement of the grievance.

## STEP THREE

- (a) If the administrator's enswer is not satisfactory, the Unit Chairman may submit the appeal on an agenda to the administrator who will refer the agenda to the Jackson County Labor Relations Committee. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will arrange to discuss the grievance or grievances appearing on the agenda within ten (10) calendar days from the date or agenda is received by the administrator.
- (b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the prepresentative of the Employer for the Employer for which a written request has been made.
- (c) The Unit Chairman or his representative shall be allowed reasonable time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer.

#### STEP FOUR

(a) In the event that they are unable to settle the matter and the Union wishes to carry it further it shall be determined by decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator

within five (5) days, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules. (b) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally. (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. (d) Any grievance not appealed within the time limits outlined within the grievance procedure shall be considered settled on the basis of the last answer and not subject to further review. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto. (e) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union. (f) The Arbitrator shall render his decision in writing not later than thirty (30) days after he had completed the hiring. (g) The fees and expenses of the Arbitrator shall be borne equally by the parties. ARTICLE XVI HOURS AND WORK WEEK Section 1. (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 A.M., Monday and ending 168 hours thereafter. (b) The normal work day shall be eight (8) continuous hours. Section 2. Shift Premium and Distribution of Overtime (a) Employees who work on the second or third shift shall receive, in addition to their regular pay, fifteen (15) cents per hour respectively additional compensation. (b) The regular full work daysshall consist of eight (8) continuous hours per day. (c) With thirty(30) minutes off for lunch included in the eight hour period

(d) Employees may take one (1) fifteen (15) minute rest period during the first half of their regular shift and one (1) ten (10) minute rest period during the second half of their regular shift. (e) Any employee reporting for overtime duty shall be guaranteed at least two hours pay at the rate of time and one-half. (f) The immediate supervisor shall schedule the employees in the departe ment concerned to the extent possible that each employee gets a week-end off every third week, and shall post a notice on the bulletin board every two weeks. (g) Distribution of overtime shall be divided and rotated as equally as possible according to seniority in classification. (h) No employee shall be required to take time off from his scheduled work week in order to avoid the payment of overtime for hours worked. Section 3. Time and One-half Time and one-half will be paid as follows: 1. For all hours worked over eight (8) in one day For the seventh (7th) day as such For all hours in excess of the regular work week or eighty (80) hours every two (2) weeks For all hours worked outside the regular shift on holidays that are defined on this Agreement in addition to holiday pay. ARTICLE XVII HOLIDAY PROVISIONS (a) The paid holidays are designated as: New Year's Day Veteran's Day Lincoln's Birthday Columbus Day Washington's Birthday Thankogi ing Day Christmas Eve Day Memorial Day Independence Day Christmas Day General Election Day Labor Day Employer's Birthday Employees will be paid their current rate based on the regular work day for said holidays. (b) In addition, any day or part of a day may be designated a holiday by the Board of Social Service. (c) Obviously, in a hospital, the entire staff cannot be off on the same day. The immediate supervisor will schedule the holiday time off. At the same time, consideration will be given, as far as possible, and reasonable to the individual's wishes. Whenever possible, the employees will be scheduled so that all may have a turn for actual holidays. - 9 -

(d) An employee who is scheduled to work on a holiday and who works as scheduled, shall be given a compensatory day off in the period two (2) weeks following the Holiday, or a day arranged to the mutual satisfaction of the employee and his immediate supervisor.

# ARTICLE XVIII

#### SICK LEAVE

# Section 1.

- (a) Members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year with seventy-two (72) days accumulation. Any employee who accumulates unused sick leave days in excess of sixty (60) days, shall be compensated for those excess sick leave days equivalent to the normal day's pay for one-half (4) of the unused sick leave days over and above the sixty (60) days accumulation. The unused and unpaid for sick leave days above 60 days shall be allowed to accumulate in the individual's unused sick leave bank to a maximum of 72 days. The same shall be due and payable to such employees at the end of each calendar year and paid to said employee as soon as the final computations of the same are made by the County Controller's Office.
- (b) The Employer shall pay the employee, upon retirement or separation for one-half (1) of their unused accumulated sick leave days or if the employee so desires one-half (1) of his unused accumulated sick leave days may be added to his total service time with the County for retirement purposes.

#### Section 2. Personal Business Days

Each employee covered by this Agreement shall receive a total of two (2) days per year for personal emergency and/or business leave.

# ARTICLE XIX

#### FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Nother, Father, Brother, Sister, Wife or Mushand, Son or Daughter, Mother-in-law, Father-in-law, Grandparents or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Local Union Chairman, or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the unit who is a member of the Medical Care Facility for the exclusive purpose of attending the funeral.

## ARTICLE XX

# HOSPITALIZATION MEDICAL CARE COVERAGE

The Employer shall pay the total cost of the Blue Cross-Blue Shield (MVF - 1 Semi Private) Hospitalization Insurance for the employee and his dependents. This coverage shall apply to all semiority employees if they are not covered by other hospitalization coverage.

# ARTICLE XXI

## LIFE INSURANCE COVERAGE

The Employer shall pay for life insurance of Five Thousand (\$5,000) Dollars with an additional Accidental Death and Dismemberment Insurance of Five Thousand (\$5,000.00) Dollars when the regular employee attains seniority status.

## ARTICLE XXII

# VACATION ELIGIBILITY

An employee will earn vacation with pay in accordance with the following schedule:

- 1. Two (2) weeks after one (1) year to eight (8) years of employment.
- 2. Three (3) weeks after eight (8) years to twelve (12) years of employment.
- 3. Four (4) weeks after twelve (12) years to sixteen (16) years of employment.
- 4. Five (5) weeks after sixteen (16) years and over of employment.

# ARTICLE EXILI

# Vacation Period

- (a) Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficiency operation of the department concerned.
- (b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- (c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (d) A vacation may not be waived by an employee and extra pay received for work during that period.
- (e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled upon the pre-

sentation of a certificate from his doctor. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

# ARTICLE KKEY

# PAY ADVANCE

- (a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going an vacation. He must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- (b) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such eredit deducted from his vacation the following year.
- (c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

## ARTICLE XXV

# JURY DUTY

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

#### ARTICLE XXVI

# BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

#### ARTICLE XXVII

# SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1.

No agreement, elteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement that should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. ARTICLE XXVIII TERMINATION AND MODIFICATION (a) This Agreement shall continue in full force and effect until December 31, 1975. If either party desires to terminate this Agreement it shall one hundred eighty (180) days prior to the termination date give written notice of termination. If meither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on one hundred eighty (180) days written notice prior to the current year of termination. (c) If either party desires to modify or change this Agreement it shall one hundred eighty (180) days prior to the termination, or any subsequent termination date give written notice of amendment or amendments desired. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least one hundred eighty (180) days prior to the anniversary date of this Agreement. In the event that no notice is given of the intention to re-open then, all of the features of said Agreement shall be automatically renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. Any amendment that may be agreed upon shall becom e and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating Engineers, Local \$547, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227 - 13 -

and to the Employer addressed to The Jackson County Medical Care Facility, 1715 Leasing Avenue, Jackson, Michigan 45201; (e) The effective date of this Agreement is January 1, 1973. IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed. JACKSON COUNTY MEDICAL CARE FACILITY INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B, and 547C, AFL-CIO Recording-Corresponding Secretary opeiu \$10 afl-cio - 14 -

# APPENDIN A

### PENSIONS

First: Where does the money come from on which we retire? The answer list We pay part and the County pays part. Our contribution as employees is 3% of our salary for the first \$ 4200 annual salary, over \$ 4200 we contribute 5% of our annual salary.

\$ 3000 annual salary x 3% = \$ 90 a year Example:

\$ 4200 annual salary x 3% = \$126 a year

\$ 6000 annual salary - \$126 = (5% x \$ 1800) = \$126 plus \$ 90= \$ 216 annual contribution

The County then contributes an amount depending on average age of employees, amount of service to the County, and the liability that can be expected on a sound, actuarial basis. As determined by the County Actuary, but for instance \$ 4200 and 8.16% on the basis of your salary over \$ 4200.

Examples of County contributions:

\$ 3000 annual salary x 5.43% equals \$217.20

\$ 42000annual salary x 5.43% equals \$228.06 \$ 6000 annual salary equals \$ 228.06 plus (\$ 1800 x 8.16% equals \$ 228.06 plus \$ 146.88 equals \$ 374.94

Now let us see what our annual retirement amounts to, under one of three plans .. Straight life retirement is computed on this basis: 1% times the average of your five highest consecutive years of service, out of the last ten years of service of the first \$4200 annual salary plus 13% over \$ 4200 annual salary.

Example: Straight Life Retirement -- Average Salary for five highest consecutive years out of last ten years of service equals \$ 4000. Total amount of service covered under retirement for the County, 30 years.

Then: 1% times \$4000 equals \$ 40 times 30 years equals \$ 1200 annual retirement. Plus whatever accrued monthly benefits you have in Social Security, which is entirely separate from our retirement benefits.

Example: The same as above only the average salary for the highest five consecutive years of the past ten years amounts to \$ 6000.

1. Final average compensation: \$ 6000.00

2. 1% of the first \$ 4200..... 42.00

3. 14% of the remaining \$1800 ...... 27.00

Total of items 2 & 3 ..... 69.00

5. Multiply by total years of service ...... 30

> Total amnual retirement allowance: \$ 2070.00

There are two other options under the relievent system which are computed on a sound actuarial brain; but have reduced benefits due to the benefits your shouse is to receive. These benefits should be checked with your employee representative prior to your retirement.

Option A (lowest) Employee takes reduced retirement computed on actuary figures, spouse's age enter into this computation as to the monthly income but when former employee is deceased the spouse draws the continued amount.

Option B -- Computed on actuarial tables according to age and while both husband and wife are alive, they draw more than Option A, but when employee is deceased the spouse draws one-half of what employee would have drawn if he were still alive.

He is an actual example of what one employee's benefits were under one of the three options. He was 68, spouse 63 at the time of retirement.

Option	Emp. Annual Benefit	Percent of Straight Life	Emp. draws Annually	Spouse draws at Emp. Death
Straight Life	\$ 1216.80	\$ 100.00	\$ 1216.80	0
Option A	803.28	66.02	803.28	803.28
Option B	990.00	81.36	990.00	495.00

# Schedule A

# Salary Schedule

Effective January 1, 1973 Classification	Probationary Rate	91st Day	After 1 Yr.
Building Engineer	93.45	\$3.60	\$4.10
Maintenance Man	2.95	3,10	3.30
Effective January 1, 1974			
Classification	Probationary Rate	91st Day	After 1 yr. Employment
Building Engineer	\$3.65	\$3.80	\$4.33
Haintenance Man	3.11	3.27	3.48
Effective January 1, 1975			
Classification	Probationary Rate	91st Day	After 1 Yr.
Building Engineer	\$3.88	\$4.01	\$4.57
Maintenance Man	3.28	3.45	3.67