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12/31/2001

AGREEMENT

Between

**THE INGHAM COUNTY
FAMILY INDEPENDENCE AGENCY BOARD**

and

**INGHAM COUNTY MEDICAL CARE FACILITY
EMPLOYEES' CHAPTER OF LOCAL #1390,
AFFILIATED WITH MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Ingham County Medical Care Facility

January 1, 2000 through December 31, 2001

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AGREEMENT

THIS AGREEMENT is effective the 1st day of January, 2000, between the INGHAM COUNTY FAMILY INDEPENDENCE AGENCY BOARD (hereinafter referred to as the Employer), for the Ingham County Medical Care Facility, and the INGHAM COUNTY MEDICAL CARE FACILITY EMPLOYEES' CHAPTER OF LOCAL #1390, affiliated with MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the Union).

PURPOSE AND INTENT

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

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining its services to the community.

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

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all regular full-time, regular part-time and special part-time employees of the Ingham County Medical Care Facility, excluding: office clerical employees, registered nurses, licensed practical nurses and supervisors as defined in the Act in accordance with Michigan Employment Relations Commission Certification No. R71 A-47, dated July 16, 1971.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself the sole and exclusive right to manage and operate the Facility in all its 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. In addition, the Employer retains the right to establish and enforce

reasonable rules and regulations as to the conduct of employees and operations of the Facility not inconsistent with other provisions of this Agreement. In 2000, the parties agree to form a joint committee to discuss and attempt to resolve attendance. All management rights, except such as are specifically abridged or relinquished herein, are reserved to the Employer.

Section 2. The Union recognizes that voluntary organizations, voluntary individuals and patients may perform services in the Facility that are a valuable and necessary contribution to the welfare of patients and to the operation of the Facility and that in no way interfere or conflict with the safety, duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature and neither the Union nor the employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers. Such volunteers or workers will not be used for the purposes of displacing regular employees.

ARTICLE 3. MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there will be no interruption of service, for any cause whatsoever, by the employees it represents, in the form of strikes, sit-downs, slow-downs, concerted failure to report for duty or any acts that interfere in any manner, or to any degree, with the services of or to the Employer.

No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 4. UNION SECURITY

Section 1. As a condition of employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union for the term of this Agreement; or, employees choosing not to become members shall pay a representation fee to the Union, which sum shall accurately represent said employee's fair share of costs attributable to the negotiation and administration of this Agreement. The amount and levying of the Union dues and representation fees will be in accordance with the applicable provisions of the Constitutions and By-Laws of the International Union, the Council and the Local. Further, the application of this provision will not conflict with state or federal laws.

Section 2. All employees shall be required to comply with the above requirements no later than thirty (30) days after the effective date of this Agreement, or at the expiration of their probationary period, whichever is later.

ARTICLE 5. UNION DUES

Section 1. The Employer agrees to deduct from the wages of bargaining unit employees the monthly membership dues or representation fee, upon completion of the probationary period, only when authorized in writing by the employee.

Section 2. All authorization for payroll deduction forms shall be filed with the Human Resources Director. If the form is not properly completed, the Human Resources Director shall return the improperly completed form to the Union's Chapter Chairperson promptly with the reasons therefore. No deduction shall be made until a properly completed form is received. It is agreed, however, that an employee is obligated to pay dues for the month immediately following the month in which the form is first received by the Human Resources Director.

Section 3. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit.

Section 4. Deductions for each month shall be deducted from the second pay of the month. All deductions shall be remitted to the Secretary-Treasurer of Michigan Council #25 within ten (10) days after the deduction has been made, with an alphabetical list of the names of those employees for whom dues or representation fees have been deducted, with a copy to the Chapter Chairperson.

Section 5. The employee's remittance shall be deemed correct if the Union does not give written notice to the Employer, within two (2) weeks after such remittance is transmitted, indicating the alleged error.

Section 6. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction from an employee's pay of dues or representation fees.

Section 7. The Union shall determine the representation fee and monthly dues amount and provide written notification to the Employer. The Union shall provide thirty (30) days' written notice of any change thereafter.

Section 8. The payroll deduction form will be as supplied by the Union and shall meet all legal requirements for such forms. Any new form must substantially conform with the form currently in use, provided, however, that if such form does not substantially conform with the current form, a special conference may be arranged to discuss the form. The agreed-upon form will be distributed by the Employer to all new employees.

ARTICLE 6. PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

ARTICLE 7. NON-DISCRIMINATION

Section 1. The Employer agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex (including sexual harassment), sexual preference, height, weight, handicap, marital status, dependents of employee (except as restricted by federal or state laws or regulations) or national origin. In addition, the Employer agrees to post, in places available to the employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

Section 2. The Employer agrees not to discriminate against any employee because of membership or activity on behalf of the Union.

Section 3. The Union agrees that Union activities will be limited to appropriate representation by employees on the premises and shall not interfere with the work performance of other employees.

Section 4. The Union agrees that, with regard to membership of Union activity, it will not discriminate for any of the reasons set forth in Section 1 above.

ARTICLE 8. DEFINITIONS OF EMPLOYMENT STATUS

Section 1. Full-Time Employees. An employee normally scheduled to work eighty (80) hours each two (2) week payroll period shall be considered a full-time employee. A full-time employee shall be entitled to the benefits under this Agreement, except as specified elsewhere.

Section 2. Part-Time Employees. An employee normally scheduled to work less than full-time but at least half-time shall be considered a part-time employee. A part-time employee shall be entitled to the benefits under this Agreement on a pro-rated basis, except as specified elsewhere.

Section 3. Special Part-Time. An employee normally scheduled to work less than part-time, about 32 hours per pay period, shall be considered a special part-time employee. Special part-time employees shall be in the bargaining unit but shall not be eligible for any benefits under the Agreement. Special part-time employees shall be paid the no-benefit rate in Article 44. Notwithstanding the above, the total number of part-time and

special part-time employees combined shall not exceed the total number of full-time employees.

Section 4. Temporary Employees. A temporary employee shall be defined as one whose tenure is not to exceed one hundred (100) calendar days. In addition, any high school co-op student or work study student or any person whose employment is funded through any federal or state monies such as, but not limited to "workfare or any other such program" shall be considered a temporary employee. Temporary employees shall not exceed twenty percent (20%) of the bargaining unit from June through September and they shall not exceed five percent (5%) of the bargaining unit at other times of the year. They shall not be used to displace available bargaining unit employees, avoid regular employment or work overtime when regular employees in the same classification are available. Such employees shall be eligible for compensation by wages only, and shall not be covered by the provisions of this Agreement.

Section 5. New Hires or Transfers. New employees hired or employees transferred into the unit shall be considered probationary employees for the first five hundred twenty (520) compensated hours of their employment. In certain cases, where the Employer gives proper written notice to the employee and the Chapter Chairperson prior to the end of the five hundred twenty (520) compensated hour probationary period, such period may be extended an additional one hundred sixty (160) compensated hours. Employees who are placed on "restricted duty" while on probation shall have their seniority counted from the date of hire, however, those hours worked on restricted duty shall not count in the five hundred and twenty (520) requirement for completion of probation.

Section 6. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefits do not cover said employee as presently provided.

ARTICLE 9. JOB POSTING AND BIDDING PROCEDURES

Section 1. All vacancies intended to be filled or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) working days, setting forth the shift, department, location and the minimum requirements for the position, in a conspicuous place in each building; provided, such posting shall not be required for the following classifications in the event it is necessary to fill the positions immediately in order to provide for the efficient operation of the Facility: housekeeping, linen service and dietary service. Interested employees shall sign the posting within the seven-working-day posting period. The applicant awarded this position, if from within this unit, shall be granted up to a four (4) week trial period to determine:

1. Their ability to perform the job; and
2. Their desire to remain on the job.

Section 2. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are placed on the bulletin board; at the end of the posting period the Employer shall furnish the Chapter Chairperson with a list of names of those employees who applied for the job, and shall subsequently notify the Chapter Chairperson which applicant was awarded the job. The job shall be awarded or denied within seven (7) calendar days after the posting period. In the event the senior applicant is denied the job, the reason for the denial shall be given in writing to the employee and the Chapter Chairperson. In the event the senior applicant disagrees with the reasons for denial, this shall be a proper subject for the grievance procedure.

Section 3. During the four (4) week trial period the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.

Section 4. During the trial period the employee will receive the rate of the job they are performing.

Section 5. If the Employer intends to fill a full-time position on less than a full-time basis, a part-time position on more than a part-time basis, or not fill a position, the Employer will notify the Union and a special conference may be arranged to discuss the intended basis on which the position is to be filled or not filled.

Section 6. The provisions of this Article shall not apply to shift transfers within the same classification.

Section 7. Notwithstanding the above (Section 1), employees who have received a three (3) day disciplinary suspension under the absenteeism policy shall not be permitted to bid until the three (3) day disciplinary suspension drops off.

ARTICLE 10. RATES FOR NEW OR CHANGED CLASSIFICATIONS

Section 1. In the event a new job is established, or an existing job is changed within the bargaining unit, the Employer shall place it in an existing pay grade in the Wage Schedule on the basis of the duties and responsibilities of the new or changed job in comparison with the elements of existing classifications. In the event it is determined that the wage rate for the new or changed classification exceeds the highest wage rate presently being paid within the bargaining unit (pay grade V), then the Union and the Employer shall negotiate the matter.

Section 2. The following procedure will be used whenever a new or changed job is placed in the Wage Schedule:

- A. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the work to be performed and the proposed rate of pay.

- B. Upon receipt of the Employer's classification description and proposed rate of pay, the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.

Section 3. If there is a disagreement with the placement in the Wage Schedule, the Union may, within ten (10) working days from the date of the meeting, submit a grievance at Step 4 of the Grievance Procedure. If the grievance is processed through arbitration, the Arbitrator shall have no power or authority to revise the classification, but only to determine if the proper placement has been made in the wage scheduled in accordance with Section 1 of this Article.

ARTICLE 11. TEMPORARY ASSIGNMENTS

An employee who, upon request, based on seniority and qualifications, is temporarily assigned to a higher classification for a period of two (2) consecutive hours or more, shall be paid the rate of that classification for the period of such temporary assignment. An employee who is temporarily assigned to a lower classification shall continue to receive the rate of their original classification for the period of such temporary assignment. To be eligible for temporary assignment pay, the employee must have been assigned the responsibilities for performing the duties of the temporary assigned classification by a supervisor.

ARTICLE 12. HOURS OF WORK

Section 1. The regular work day shall consist of eight (8) hours. A one-half (1/2) hour lunch period shall be provided, without pay, to each employee.

Section 2. The regular work schedule for full-time employees shall consist of eighty (80) hours of work within each two (2) week payroll period.

Section 3. Employees who report late for work, who leave work early or who work overtime shall have all such hours computed for pay purposes to the nearest tenth (1/10) of an hour, including any fractions thereof.

Section 4. Employees who work on the second and third shift shall receive, in addition to their regular pay, forty-five cents (45¢) per hour.

Section 5. Employees may take one (1) rest break, as scheduled by their supervisor, in the first half and one in the second half of their regular shift, not to exceed fifteen (15) minutes each, with pay, away from their job assignment. Employees working on the third (3rd) shift may take on (1) rest break during their shift, not to exceed thirty (30) minutes.

Employees who, because of work assignments made by their supervisor, do not have the opportunity to take their lunch period and/or rest breaks are to be compensated at the rate of time and one-half, or such lunch period and rest breaks are to be rescheduled, at the option of the supervisor. In order for an employee to qualify for compensation at the rate of time and one-half for having missed a lunch period or rest break, such employee shall notify his or her supervisor at the earliest opportunity that the employee, because of assignments made by the supervisor, knows he or she will or has been forced to miss their scheduled lunch or rest break.

Section 6. On-Call - Maintenance. Maintenance employees may be scheduled to be "on-call" for weekend coverage on a voluntary basis. Employees must be available between the hours of 3:30 p.m. on Saturday through 7:00 a.m. on Monday and shall receive \$20.00 for this time period. If employees will not be at home, it shall be their responsibility to inform the Facility of the location and telephone number where they can be reached. If the Facility is unable to reach the employee, the \$20.00 will not be paid. Payment when actually called in to the Facility will be made in accordance with Section 7 of this Article.

Section 7. On-Call Policy.

- (a) Three (3) on-call staff for first shift, two (2) on-call staff for second shift and one (1) on-call staff for third shift on weekend shifts (for each Department as determined necessary) will be scheduled and responsible for calling the Facility's North Charge Nurse (or Nurse in charge) both at thirty (30) minutes prior to the start of the shift and thirty (30) minutes following the start of the shift.
- (b) If the on-call staff member arrives within one (1) hour of notification, the employee will receive pay beginning from the regular starting time of the shift.
- (c) The on-call schedule will be posted at the Facility on a weekly basis seven (7) days in advance of this on-call schedule taking affect. The on-call scheduling shall be on a rotating basis, rotated each weekend.
- (d) If the on-call employee fails to call the Facility at the scheduled times, the employee will be assessed one (1) point. If mandation becomes necessary, the employee being mandated will have a half of a point taken off the employee's record only if they have incurred points from refusing mandation.
- (e) If an on-call employee is required to work, the employee will be paid at one and one-half (1½) times their base rate of pay and have one half of a point taken off the employee's record only if they have incurred points from refusing mandation.
- (f) Employees who volunteer for mandation must be available to work the entire shift if needed and will be paid at one and one half (1½) their base rate of pay

and have one quarter of a point taken off the employee's record only if they have incurred points from refusing mandation.

- (g) When mandated employees or employees who volunteer for mandation are able to leave prior to the completion of the shift, seniority will determine the order in which employees may leave.
- (h) The employee who had to be called in is encouraged to discuss the issue with the person who called in the next time they work together.

Section 8. An employee called in and reporting for overtime work shall be guaranteed at least two (2) hours' work at the rate of time and one-half. This provision shall not apply to an employee already on the premises who continues work beyond his/her regular shift. If an employee is called in to work, he/she shall receive pay, beginning with the regular starting time of the shift on which they are reporting to work, provided the employee reports to work as soon as reasonably possible.

Section 9. Upon completion of an employee's probationary period, the employee shall be scheduled with weekends (Saturday and Sunday) off as follows:

- A. Full-time: every other weekend off, except that the employer may create full-time Nursing Attendant positions, in addition to those in existence on January 1, 1994, that are scheduled with every third weekend off. All full-time Nursing Attendant positions in existence on January 1, 1994 shall remain scheduled with every other weekend off. The weekend schedule of all full-time Nursing Attendant positions shall be clearly identified when posted. Employees working in positions scheduled off every third weekend shall in no way be prevented from bidding on positions scheduled with every other weekend off.
- B. Part-time: every third weekend off or in the event that resident care permits; every other weekend off.

All schedules shall be posted one (1) week in advance of their effective date, setting forth the schedule for three (3) weeks, in each Department. No schedule shall be changed once posted unless agreed between the immediate supervisor and the employee or employees involved.

Section 10.

- A. Newly hired employees and employees previously hired with designated weekends, or those employees who request, may be given work schedules on a rotating basis pursuant to ARTICLE XII, HOURS OF WORK, Section 8; however, a weekend may be defined as Friday and Saturday or Sunday and Monday.

- B. It is expressly understood and agreed that the use of Fridays and Saturdays or Sundays and Mondays as a weekend is within the sole discretion of the Employer, who may initiate and/or discontinue the practice at any time. Employees who terminated their probationary period prior to May 18, 1981, may not be placed into a Friday-Saturday or Sunday-Monday weekend schedule unless they desire the change.

Section 11. The first shift is any shift that regularly starts at or after 4:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts at or after 12:00 noon but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m. but before 4:00 a.m. Any shift change shall be subject to negotiation.

Section 12. For pay computation, the term one (1) year shall mean 2,080 compensated hours unless otherwise specified in this Agreement.

ARTICLE 13. OVERTIME

Time and one-half shall be paid as follows:

- A. For all hours worked in excess of the regular scheduled eight (8) hours work day.
- B. For all hours worked in excess of 80 hours in a two week pay period.

If overtime is necessary, it shall be approved by the immediate supervisor.

ARTICLE 14. VOLUNTARY/MANDATED HOURS

Section 1. Voluntary Overtime. Should an employee be interested in voluntary overtime, the employee shall advise his or her Department Head and the employee requesting overtime shall be assigned overtime as needed. In the event that more employees volunteer than are needed, overtime shall be awarded based on seniority, most senior first and thereafter on a rotation basis giving all volunteering employees the chance to work overtime. In no event shall employees be paid for time not worked. This provision does not change the Employer's practice of avoiding overtime through the use of part-time, special part-time employees and temporary employees.

Section 2. Mandatory Overtime. In the event that there are an inadequate number of volunteers for required overtime, employees may be scheduled for mandatory overtime, as needed, by rotating overtime beginning with the least senior employee in the classification. Employees shall be notified at least 24 hours in advance, except where such advance notice is not possible. In case of 24 hours' notice, employees who refuse overtime will be subject to discipline, as outlined in the discipline policy, and employees who do not report for work as scheduled will be treated as if they were a no call-no show under the Loss

of Seniority provision unless there is a serious documented illness or injury to the employee, the employee's spouse, the employee's brother or sister or the employee's parents or the employee's children. In all other cases, employees will be charged with an unscheduled absence. In no event shall employees be paid for time not worked.

ARTICLE 15. UNION REPRESENTATION

Section 1. The Union shall be represented by a Chapter Chairperson, Chapter Secretary, Chief Steward and nine (9) Stewards for the purpose of Union Representation, handling complaints and grievances.

Section 2. There shall be the following stewards:

- A. First shift - one (1) steward, Housekeeping;
one (1) steward, Maintenance;
one (1) steward, Dietary;
one (1) steward, Laundry; and
two (2) stewards, Nursing
- B. Second shift - two (2) stewards
- C. Third shift - one (1) steward

Section 3. Any officer or steward, when called upon by the Union or by an employee to investigate complaints or handle grievances during regularly scheduled working hours, shall notify their immediate supervisor that they are to investigate a complaint or handle a grievance, the nature of such complaint or grievance(s), if known, and the approximate time required. A steward shall handle grievances within their own area only. The supervisor shall grant the reasonable and necessary time for such duties without loss of pay or time provided that such duties need immediate attention and do not interfere with the proper functioning of the Facility.

Section 4. The Bargaining Committee, for purposes of contract negotiations, shall consist of the Chapter Chairperson, Local Union President, and four (4) additional members to be elected at large. Members of the Committee shall be paid at their regular rate of pay for time spent bargaining during their regular working hours. Committee members shall have the responsibility of notifying their supervisors not less than twenty-four (24) hours before any bargaining session, provided the Committee has a twenty-four (24) hour notice of a bargaining session.

Section 5. The Chapter Chairperson shall appoint an alternate steward in each Department to handle the complaint and/or grievance; or the Chief Steward may process the grievance at the discretion of the Chapter Chairperson. The Chapter Chairperson shall notify the supervisor within each Department concerned of the name of the alternate steward. The alternate steward may act only in the absence of the regular steward.

Section 6. The Union will timely furnish the Employer with a list of officers, stewards and members of the Bargaining Committee, and promptly notify the Employer of any changes.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees. Both of the parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definition. A "grievance" is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement or discharge, discipline, work rules or other terms or conditions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be submitted within seven (7) days from the occurrence of the events giving rise to the grievance.

- A. For the purposes of the grievance procedure, a day shall be Monday through Friday, and shall not include Saturday, Sunday or holidays and shall not include the day on which the grievance is presented or appealed by the Union, or is returned to it by the Employer. The representatives of the Union and the Employer shall acknowledge receipt of the grievances by signing and dating the grievance when presented or received.
- B. Any grievance not answered by the Employer within the time limits herein set forth shall be deemed settled on the basis of the Union's original demand. If postmarked within the appropriate period of time set forth in the grievance steps, such answer shall be deemed to meet the requirements of this Subsection B.
- C. Any grievance not appealed by the Union or, where applicable, the employee, within the limits herein set forth shall be deemed settled on the basis of the Employer's last answer.
- D. It is understood that any time limit contained in this Article may be altered by mutual agreement which shall be in writing if requested.

Section 3. Procedure.

Step 1. An employee and/or steward with a grievance shall discuss the grievance with the supervisor.

Step 2. If the grievance is not satisfactorily resolved at the discussion at Step 1, and the employee and/or the steward wish to carry the grievance further, it shall be reduced to writing and shall be submitted to the Department Head within five (5) days following Step 1.

The Department Head shall answer the grievance in writing within five (5) days from the date of receipt.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Chapter Chairperson may submit the written grievance within five (5) days from the date of the Answer at Step 2 to the Administrator. After receipt of the grievance, the Administrator shall arrange a meeting with the Chapter Chairperson to discuss the grievance within five (5) days from the date of receipt. A Union Steward and/or grievant may also attend the Step 3 meeting. A representative from Michigan Council #25 and/or the International Union may also attend the Step 3 meeting. The Administrator shall answer the grievance within five (5) days from the date of the meeting.

- Step 4.
- (a) If the parties are unable to resolve the grievance(s) at Step 3, they shall attempt to select an arbitrator. The Union shall file with either a mutually-selected Arbitrator or the American Arbitration Association within thirty-five (35) working days after the Step 3 answer is received, on the form "Demand for Arbitration." There-after, the proceedings shall be in accordance with the rules of the American Arbitration Association.
 - (b) The Arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement or establish or modify wage rates. The Arbitrator shall make its judgment based on the terms of this Agreement. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The expenses of the Arbitrator shall be shared equally between the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

Section 4. The Employer shall keep the Union advised at all times of the names and job titles of the appropriate Employer representatives to whom the Union is to be submitting grievances at each step of the above procedure.

Section 5. Resident Abuse. In cases of disciplinary action imposed as a result of resident abuse, neglect or mistreatment that has been reported to and investigated by the Michigan Department of Consumer and Industry Services under state and federal regulations,

any grievance filed to challenge the discipline will initially be processed only through the first two steps of the grievance procedure. If the Michigan Department of Consumer and Industry Services or other agency finds that the employee abused, neglected or mistreated the resident and if the decision is not reversed by appeal through the appropriate agency or court, termination of the employee's employment will be sustained and may not be appealed to arbitration under this Agreement.

Should no resident abuse, neglect or mistreatment be found by the Michigan Department of Consumer and Industry Service or other agency, and the Facility is not prohibited from employing the individual, the grievance that was filed above shall be processed through arbitration if the Employer does not reinstate the disciplined or discharged individual.

ARTICLE 17. DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline. The Employer agrees, upon the discharge or discipline of an employee, to promptly notify in writing the steward in the Department of the discharge or discipline.

Discipline, as used in this Agreement, shall mean any action resulting in a written reprimand, up to and including any action resulting in loss of pay. Action which results in loss of pay shall be subject to the procedures set forth in Section 3 below. Disciplinary action not resulting in loss of pay shall be subject to the grievance procedure, beginning at Step 1. Verbal and/or written counseling reports are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Such counseling reports shall not be used as a basis for future disciplinary actions.

Section 2. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the steward of the Department for up to one-half (1/2) hour, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the steward during said one-half (1/2) hour.

Section 3. Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the Steward, to the Employer at the Step 2 level. A complaint shall be deemed to be "presented" when delivered to the employee's Department Head.

Section 4. Use of Past Record. In imposing discipline or discharge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, except in cases of patient abuse or misuse of narcotics.

ARTICLE 18. SPECIAL CONFERENCES

Section 1. The parties agree to meet and confer on matters of clarification of the terms of this Agreement or other important matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Matters taken up in the Special Conference shall be confined to those indicated on the agenda, and it is understood that these Conferences shall not be for the purpose of conducting continuing collective bargaining or to in any way modify, add to or detract from the provisions of this Agreement.

Section 2. The Special Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., and shall be between at least two (2) but not more than four (4) representatives of each of the two parties to this Agreement.

Section 3. The Union representatives may meet at an adequate place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding the Conference as scheduled.

Section 4. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

ARTICLE 19. SENIORITY

Section 1. Seniority shall mean the status attained by continuous length of service (meaning an employee who has not severed their employment or been terminated) on an Employer-wide basis with the Facility.

Section 2. Following successful completion of the probationary period, an employee shall be entered on the seniority list of the unit and shall rank for seniority from the last date of hire.

ARTICLE 20. SENIORITY LISTS

Section 1. Seniority shall not be affected by the race, age, color, religion, sex (including sexual harassment), sexual preference, weight, height, handicap, marital status, dependents of the employee (except as restricted by federal or state laws or regulations) or national origin.

Section 2. The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. Lists will be by full-time, part-time, and special part-time employees.

Section 3. Every three (3) months, after the initial posting, the Employer shall post the seniority list on the bulletin board, revised up to one (1) week prior to the date of the posting, and shall furnish the Chapter Chairperson with a copy.

Section 4. On a monthly basis, the Employer shall furnish the existing Chapter Chairperson with a list that shall include:

- A. Names of new employees hired within the bargaining unit with their date of hire and classification;
- B. Names of those who have retired or severed their employment within the preceding month;
- C. Names of all employees on an authorized leave of absence in the preceding month and the date the leave commenced; and
- D. Names of employees transferred or promoted and the date of transfer or promotion.

ARTICLE 21. LOSS OF SENIORITY

An employee shall lose their status as an employee and their seniority if they:

- 1. Resign or quit;
- 2. Are discharged;
- 3. Retire;
- 4. Have been laid off for a period of time equal to the seniority that they had at the time of their last day worked, or two (2) years, whichever is lesser; or
- 5. Are absent from work including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff for either three (3) consecutive working days without notifying the Employer or three (3) working days without notifying the Employer within a twelve (12) month period. If the employee is notified by phone this notice shall be followed up by written communication within three (3) days.

ARTICLE 22. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work for the period of time they hold office as long as there is a job in the Department which they can perform. If a steward presently holding office

should be laid off, the steward shall be recalled to work on the first open job in the Department which the steward is qualified to perform, for the duration of the period of holding office.

In the event of a layoff, the most recent list of stewards provided by the Union shall be the determining factor.

This Article shall apply to those stewards who have a minimum of one (1) year's seniority.

ARTICLE 23. SENIORITY OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairperson, Chapter Secretary and Chief Steward of the Chapter, in the event of a layoff only, shall be continued at work for the period of time they hold office, provided they are qualified to perform any of the work available.

In the event of a layoff, the most recent list of officers provided by the Union shall be the determining factor.

This Article shall apply to those officers who have a minimum of one (1) year's seniority.

ARTICLE 24. LAYOFF

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If a layoff is determined by the Facility to be necessary, temporary employees, and then probationary employees will be laid off on a departmental basis first. Permanent employees may then be laid off according to seniority, by job classification as to the position being vacated. Transfers to fill slots will be made on the basis of seniority.

Exceptions may be made to continue efficient operation of the Facility. If the Employer makes an exception and the Union disagrees, a grievance may be filed beginning at Step 3 of the grievance procedure.

Section 3. Permanent employees to be laid off will have at least fourteen (14) calendar days' written notice of layoff. This fourteen (14) calendar day notice can be satisfied by one mass first-class mailing to the employees last known address. The Chapter Chairperson will be provided with a written list from the Employer of the employees being laid off on the same day the notices are issued to the employees.

Section 4. Permanent part-time and full-time employees with seniority being laid off shall have the right to bump the least senior person in their classification. The decision to

bump must be made in three (3) calendar days. Permanent part-time and full-time employees with seniority being laid off shall also have the right to exercise their seniority on a Facility-wide basis by bumping into other unit job classifications provided they are qualified to perform the job without a training period as determined by the Employer, subject to the third step of the grievance procedure. For purposes of this Section, "qualified" shall mean the employee has previously held the position which he or she wishes to bump into. If the employee wishes to bump they will be transferred to the job held by the least senior employee in the classification. Any employee desiring to exercise their bumping rights must notify the Human Resources Director within three (3) calendar days of mailing of the notice. In exercising seniority rights under this Section, full-time employees may bump full-time or part-time employees, including special part-time, but part-time employees shall not bump full-time employees.

Section 5. The Employer shall be obligated to continue the health insurance policy premium as outlined below. Thereafter, employees may elect COBRA coverage and shall be required to make the necessary payments prior to the first of the month if they wish to maintain coverage.

Less than 1 year	End of current month
1-3 years	End of following month
4-6 years	3 months*
7-9 years	4 months*
10-14 years	5 months*
15 years or more	6 months*

*Includes month in which layoff occurs.

ARTICLE 25. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be transferred or recalled to work on a job classification basis in reverse order from the order in which they were laid off. Notice of recall shall be sent to the employee at their last reported address by telegram or certified mail. If the employee fails to notify the Employer of their intent to return within five (5) days from the date the notice is mailed and received at the employee's last known address; or within five (5) days after the notice is returned as undeliverable from the post office; and/or fails to return within five (5) days thereafter from the date of notice of intent to return, they will be considered to have voluntarily resigned. The Employer shall notify the Union if any notice is returned as undeliverable.

As jobs become available within other classifications within the Facility, and the Administrator is of the opinion that a person who has been laid off is capable of performing that job, they will be recalled in the method above specified for purposes of training for such available job.

ARTICLE 26. SHIFT AND WORK SCHEDULE PREFERENCE

Section 1. Shift preference for the purpose of changing of shifts will be granted to an employee, when a vacancy occurs, on the basis of seniority within the employee's classification. Employees applying for a shift change shall make the request in writing to the Department Head. Shift changes shall be made within two (2) weeks from the date the Department Head receives the request, provided a qualified replacement is available. After an employee has been transferred in accordance with the above, they shall not be eligible to request a change thereafter for six (6) months, except in proper cases exceptions may be made.

Section 2. If a vacancy occurs on the same shift which will allow an employee to change their scheduled days off, the employee shall notify their Department Head in writing of their desire to be transferred to the vacant work schedule. The senior employee within the classification may thereafter be transferred to the vacant work schedule.

ARTICLE 27. TRANSFERS

Section 1. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, they shall have accumulated seniority while working in the position to which they are transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 2. The Employer agrees that in any movement of work operation not covered by this Agreement, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 28. LEAVES OF ABSENCE

Section 1. Family and Medical Leave.

A. An employee who has been employed by the Facility for twelve (12) consecutive months and has worked 1250 hours during those months may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons:

1. His or her own serious health condition;
2. To care for a child, spouse or parent who has a serious health condition;
3. Birth of a child; or

4. The placement of a foster or adoptive child.

A year for purposes of determining eligibility for Family or Medical leave is defined as 365 calendar days prior to the requested date of commencement of an employee's Family or Medical leave.

- B. The Family or Medical leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the Department Head.
- C. Any available Paid Time Off and/or Sick time shall be paid to the employee during a Family or Medical leave of absence. However, the employee shall be allowed to retain eighty (80) hours of Paid Time Off at the option of the employee.
- D. An employee requesting a medical leave for the employee's own serious health condition, or that of his or her spouse, child or parent must provide a statement to the Department Head from a physician which includes the reason the condition necessitates a leave, the date upon which the condition arose and its probable duration. The Employer may require the employee to obtain a second opinion, at the Employer's expense. The second health care provider may not be employed on a regular basis by the Employer. If the opinions of the first and second health care provider differ, the Employer may require a third opinion, again at the Employer's expense, from a health care provider mutually agreed upon by the Employer and the employee. The third opinion shall be final and binding. The Employer may require periodic recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.
- E. An employee returning from a Family or Medical leave of absence prior to the expiration of twelve (12) weeks of leave shall be returned to the position and shift held prior to beginning the leave and previously acquired seniority shall be reinstated.
- F. If a Family or Medical leave is required for a period of more than twelve (12) weeks, it shall require the approval of the Administrator. If the request for additional leave is granted and the employee returns after twelve (12) weeks but before twenty four (24) weeks and the position the employee occupied before going on leave is not vacant, the employee shall be assigned to another position.
- G. Health insurance benefits for an employee on a Family or Medical leave will be continued for up to twelve (12) weeks at the level held at the time the leave commenced. If an employee on Family or Medical leave fails to return to

work, and the reason for failure to return to work is due to circumstances within the employee's control, such employee shall reimburse the Facility for the health insurance premium paid by the Employer during the employee's leave.

- H. The employee shall accrue seniority while on a Family or Medical leave. Paid Time off and other fringe benefits which have been earned prior to the leave will be retained but such benefits will not accumulate during a Family or Medical leave.
- I. An employee who foresees the need for a Family or Medical leave will notify the Department Head, in writing, not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practical under the circumstances.
- J. To the extent that any provision of this Article conflicts with the FMLA, the language of the Act will prevail.

Section 2. Other Types of Leaves. Upon fourteen (14) days written application to the Department Head, an employee who has completed their probationary period, shall be granted a leave of absence for the following reasons:

- A. Union or Public Service Leave. Serving in an elected or appointed position for a maximum of two (2) years limited to no more than two (2) employees at any one time.
- B. Educational Leave. Up to two (2) years to an employee to pursue a full-time educational program. The educational program must be in connection with work performed at the Facility.
- C. Military Leave. All military leaves and the reemployment rights of employees and probationary employees shall be in accordance with all applicable laws and federal regulations. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Facility when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay received is submitted. A maximum of two (2) weeks per year is the limit.
- D. Union Leave. Two (2) members of the Union elected to attend a function of the International Union or Council, such as conventions or educational conferences, shall be allowed time off without pay limited to forty (40) days per year for the total unit.
- E. Personal Leave. Personal leaves of absence for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of

seeking or securing work elsewhere, not to exceed ninety (90) calendar days, may be granted by the Department Head upon written application by an employee. Employees on personal leave will be paid any available Paid Time Off. However, an employee shall be allowed to retain eighty (80) hours of Paid Time Off at the employee's option.

Section 3. The employee shall accrue seniority while on leaves of absence granted by the provision of Section 2 of this Article. If the employee returns to work within three (3) months, the employee shall be returned to the same position the employee occupied before the employee went on leave. If the employee returns after three (3) months but before six (6) months and the position the employee occupied before going on leave is not vacated, the employee shall be assigned to another position.

Section 4. Paid Time Off, holidays and other fringe benefits which have been earned prior to the leave will be retained but such benefits will not accumulate during leaves of absence.

Section 5. Approved leaves of absence will not be considered an interruption of continuous service for the purpose of eligibility for longevity, salary adjustments and/or other benefits upon return from leave of absence.

Section 6. An employee on a leave of absence without pay, except as otherwise specified in Section 1, may retain his/her group insurance by paying the premium therefore.

Section 7. Leaves of absence as provided for under Section 2 of this Article may be extended by the Employer. If granted an extension, the employee's position will not be automatically held open, but an employee on an extended leave shall accrue seniority. Upon returning from such an extended leave of absence, the employee shall only be eligible for a vacant position that they can perform without a training period within the bargaining unit.

Section 8. Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report to work within ten (10) days or shall be considered to have voluntarily quit.

Section 9. Upon an employee's return from any leave of absence, the Employer may require a physical examination prior to allowing the employee to return to work.

ARTICLE 29. FUNERAL LEAVE

Section 1. An employee shall be allowed forty (40) scheduled working hours, with pay, as funeral leave for the death of a spouse or child, or twenty-four (24) scheduled working hours, with pay, as funeral leave for the death of a parent, sister, brother, mother-in-law, father-in-law or a member of the employee's household. In addition, eight (8) scheduled working hours, with pay, shall be allowed an employee to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild. An employee selected to be a pallbearer for a deceased employee shall be allowed eight (8) scheduled working hours, with pay, for such funeral.

Section 2. It is understood that the hours allowed for funeral leave as specified above will not be deducted from the employee's accumulated paid time off (PTO) hours.

Section 3. Such leave shall be granted only if the employee actually attends the funeral of the deceased relative. Computation of said hours shall be from the date of death of the deceased relative. Such days shall not be cumulative in the event an employee is not scheduled to work a part or all of said time.

Section 4. In the event of the death of a relative not covered in Section 1 above, an employee may use up to sixteen (16) hours of paid time off to attend the funeral.

Section 5. The Facility is to be notified immediately of a death in the family and the extent of the expected absence. The Department Heads, within their discretion, may require employees to provide appropriate verification to confirm their eligibility for the provisions of this Article. A copy of the relevant obituary and memorial or prayer card from the funeral services shall normally serve as verification as to whether the employee attended the funeral.

ARTICLE 30. HOLIDAYS

Section 1. The following six (6) holidays are recognized by the Employer:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Section 2. All employees who have completed their probationary period who are not required to work on the above-recognized holidays shall be paid for the holiday at their regular base rate.

Section 3. When a holiday falls within an employee's vacation period, and the employee is absent from work because of vacation, the employee will be paid for the holiday in addition to vacation, or at the employee's option, not be charged vacation time for the holiday.

Section 4. To be eligible for Holiday pay, an employee shall work the last scheduled day before the holiday and the first scheduled day after the holiday. The first scheduled day means the first day scheduled to work which excludes days off and prearranged absences.

Section 5. All employees who are required to work on the above-recognized holidays shall be paid at twice their regular base rate for such hours actually worked. Such pay shall be in lieu of and not in addition to holiday pay in Section 1 above, provided that in lieu of such pay, an employee may have the option of taking a day off with pay within fifteen (15) days before such holiday or thirty (30) days after such holiday, if the employee is required to work on a holiday listed in Section 1 above. Payment for hours worked on Thanksgiving, Christmas and New Year's Day shall be at two and one-half (2½) times the employee's regular base rate.

All part-time employees, except employees who regularly are assigned and regularly work an eight (8) hour shift or a five (5) hour shift, who are not required to work on contract holidays, shall be paid for the daily average number of hours compensated during the pay period in which the holiday falls.

Section 6. For the holidays of Thanksgiving, Christmas and New Year's employees may be scheduled to work two (2) of the Three (3) holidays. The off day will be rotated so that over a three (3) year period employees will be off all three (3) holidays.

ARTICLE 31. PAID TIME OFF

I. GENERAL

Section 1. All employees employed before January 1, 1994 shall earn paid time off as provided in the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Per 80 Hours Compensated</u>	<u>Total Hours (Each 2,080 Hours = 1 Year)</u>
1 - 3 years (0-6340 hrs)	.0692	144 hours
4 - 6 years (6341-12480 hrs)	.0796	160 hours
7 - 9 years (12481-18720 hrs)	.0923	192 hours
10 - 14 years (18721-29120 hrs)	.1000	208 hours
15 years and over (29121 + hrs)	.1076	224 hours

Section 2. All employees employed after January 1, 1994 shall earn Paid Time Off according to the following schedule:

1 - 3 years (0-6340 hrs)	.0615	128 hours
4 - 6 years (6341-12480 hrs)	.0692	144 hours
7 - 9 years (12481-18720 hrs)	.0846	176 hours
10 - 14 years (18721-29120 hrs)	.0923	192 hours
15 years and over (29121+ hrs)	.1000	208 hours

Section 3. Paid time off hours may not be used before they are earned as set forth in Section 1. In no case shall any paid time off be used during the first 520 hours of employment (probationary period).

Section 4. Paid time off not used may only be carried over the next calendar year to a maximum of 240 hours, and shall be paid if not used or carried over, subject to a minimum carry-over of twenty-four (24) hours.

Section 5. Part-time employees shall receive paid time off credits at the same rate as outlined in Section 1, but proportional to the time actually compensated.

Section 6. Paid time off may be taken in minimum increments of one (1) hour.

Section 7. Employees will be paid at their current base rate while on their paid time off.

Section 8. If an employee is laid off, retires or severs their employment, they will receive any unused paid time off credit, and with one (1) week advance notice of severance, they will receive that portion accrued in the current calendar year.

II. SCHEDULED TIME OFF

Section 1. Requests for pre-scheduled paid time off from Memorial Day through Labor Day shall be submitted in writing to the Department Head by April 1st and shall be made in accordance with seniority. The paid time off schedule will be posted by May 1st.

Section 2. All other requests for pre-scheduled paid time off (in excess of two (2) consecutive days) shall be submitted in writing to the Department Head four (4) weeks in advance; except in proper cases exceptions may be made. The Department Head shall answer such requests in writing within five (5) working days after receipt.

Section 3. All other requests for pre-scheduled paid time off (two (2) consecutive working days or less) shall be requested in writing a minimum of forty-eight (48) hours in advance, where possible.

Section 4. Paid time off will be scheduled in accordance with operating requirements and, as much as possible, with the written request of the employee.

Section 5. When a holiday falls within an employee's pre-scheduled paid time off and the employee is absent from work because of paid time off, the employee will be paid for the holiday in addition to paid time off, or at the employee's option, not be charged paid time off for the holiday.

Section 6. If a regular pay day falls during an employee's paid time off, they will receive that check in advance, provided a written request is made for the check two (2) weeks before leaving. In the case when the pay cannot be computed in advance, the Employer will mail the check as soon as possible if requested by the employee to the address as indicated in writing.

III. NON-SCHEDULED PAID TIME OFF

Paid time off may be used in cases of injury, illness or contagious infection of the employee or the serious illness or injury of the employee's immediate family. An employee absent must inform their immediate supervisor at least two (2) hours prior to their scheduled time in order to be paid for the absence as paid time off, except where failure to notify is due to circumstances beyond the control of the employee and/or the unforeseen circumstances wherein it is not feasible for the employee to schedule time off in advance.

ARTICLE 32. ACCRUED SICK AND VACATION AS OF APRIL 2, 1989

Section 1. Accrued vacation time banked by employees on the date of ratification of this Agreement shall be added to the employee's Paid Time Off (PTO) bank and may be used according to the provisions in Article 31 of this Agreement. Accrued sick may be used by the employee at the employee's option pursuant to paid time off procedures.

Section 2. Upon the death of an employee or retirement from employment upon which retirement benefits are paid, one-half (½) of the employee's unused sick days accrued prior to April 2, 1989, to a maximum of eighty (80), shall be paid at the same salary rate as the employee was receiving at the time of pay-out. Upon resignation or dismissal of an employee, all sick leave credits shall be canceled and shall not be reinstated or paid for.

ARTICLE 33. LIFE INSURANCE

Section 1. The Employer agrees to pay the full premium of term life insurance for full-time employees in the amount of NINE THOUSAND DOLLARS (\$9,000.00) and for part-time employees in the amount of FOUR THOUSAND DOLLARS (\$4,000.00). Such life insurance coverage shall be effective the 1st day of the month following employment. The Employer reserves the right to change carriers.

Section 2. Employees who retire from active employment and are eligible for retirement benefits as provided by the Employer shall be provided with TWO THOUSAND DOLLARS (\$2,000.00) coverage payable to the beneficiary at the time of their ultimate death and total cost of this coverage will be borne by the Employer.

ARTICLE 34. HOSPITALIZATION - MEDICAL/DENTAL/VISION COVERAGE

Section 1. Medical Coverage.

- A. All employees shall be covered by the Blue Cross/Blue Shield BSBSM-POS: POS, POS-CR, 80/20/1000, BMT, ESRD FC, GCO, GLE1, HMN, RAPS, SUBRO2, Prescription Drug Preferred Rx, \$5/\$10/\$25, PCD, PD-CM, MOPD. The Employer will also offer supplemental prescription insurance that will reimburse employees for all co-pay expenses in excess of \$2.00 per prescription for generic drugs, and \$5.00 per prescription for brand drugs, whether formulary or nonformulary. The supplemental insurance will also provide a \$500 maximum on out-of-pocket expenses for prescription drugs for each health care plan participant contract.. It is herein understood and agreed that AFSCME Local 1390, Ingham County Medical Care Employees' Chapter have agreed to accept the benefit levels of the health care coalition. The benefit levels set forth in the summary description shall not be changed in the plan document, or by action of the coalition or its agents, without approval by ratification by the above-mentioned Chapter. Further, it is agreed that AFSCME, while agreeing to use the health care package created by the coalition reserves the right to bargain improvements and/or changes to the health care plan without the coalition.
- B. The Facility will continue to provide Part B coverage for employees who retired before January 1, 1997, but shall not be obligated to provide Part B coverage for employees retiring on or after January 1, 1997.
- C. The Employer reserves the right to substitute other carriers, provided the fundamental provisions of the above coverages will not be changed.
- D. Employees who retire from active employment and are eligible for retirement benefits as provided by the Employer shall be reimbursed for the premium cost of single subscribership coverage.
- E. Employees who have hospitalization/medical insurance from another source may waive their hospitalization/medical insurance upon written request, and in lieu of such insurance, receive twenty-five percent (25%) of the annual premium cost of the Plan in which the employee is enrolled at the time of election or \$1,000.00, whichever is less.

Section 2. Pre-Paid Dental Plan.

- A. The Employer agrees to provide a pre-paid dental plan designed to be through Delta Dental of Michigan. The description of the plan is as follows:
- B. The Plan will consist of a SIX HUNDRED DOLLAR (\$600.00) plan maximum with a fifty percent (50%) treatment cost paid by Delta Dental of Michigan on Class I and II benefits described below. In the event Delta Dental of Michigan excludes or substantially changes any of the benefits listed herein through an action or initiative of the Employer, then the plan as referred to in the Labor Agreement and this Section shall also be altered.
- C. Full-Time Employees. The Employer will pay one hundred percent (100%) of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.
- D. Part-Time Employees. The Employer will pay fifty percent (50%) of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

Class I Benefits:

BASIC SERVICES: Services usually employed by dentists in evaluating existing conditions and the dental care required. By way of description, such services included: examination, consultations, diagnosis and diagnostic aids, necessary radiographs.

PREVENTIVE SERVICES: Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. By way of description, such services include: prophylaxis, topical application of fluoride solution, instruction in the proper fluoride intake.

RESTORATIVE SERVICES: Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. By way of description, such services include: amalgam, synthetic porcelain and plastic restorations. Gold restorations, crowns and jackets when the teeth cannot be restored with another filling material.

ORAL SURGERY SERVICES: Extractions and all other oral surgery procedures usually employed by dentists. By way of description, such services include: pre- and post-operative care.

ENDODONTIC SERVICES: Procedures usually employed by dentists for treatment of non-vital teeth.

PERIODONTIC SERVICES: Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

Class II Benefits:

PROSTHODONTICS SERVICES: Bridges, partials and complete dentures.

Full-Time Employees. The Employer will pay 100% of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

Part-Time Employees. The Employer will pay 50% of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

ARTICLE 35. RETIREMENT PLAN

Employees of the Facility are covered by the Municipal Employees Retirement System, Benefit Plan C-1. The Employer agrees to abide with all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

The Employer shall pay all contributions to the Municipal Employees Retirement System.

ARTICLE 36. LONGEVITY PLAN

Section 1. No new employees shall be added to the Longevity Plan.

Section 2. All full-time employees in the active service of the Employer on February 26, 1989, shall be entitled to receive a longevity bonus for length of service with the Employer, according to the following rules and schedule of payment:

Section 3. Longevity bonus shall be computed as a percentage of the employee's wages paid for regular actual hours worked and vacation days. Wages paid shall be that wage which an employee has been paid from the anniversary date. Wages paid shall not include fringe benefits, overtime pay, holiday pay, premium pay, uniform allowance, per diem or travel allowances or other such special benefits or fees.

Section 4. Longevity bonus shall be calculated based on full-time, continuous service at the Facility, which shall mean full-time service without interruption in accordance with the rules of this Section.

- A. Continuous service shall be considered broken at any time an employee's employment with the Facility terminates, excepting that in the event an employee is placed on layoff status for less than six (6) months, then such

employee's continuous service shall not be considered to have been interrupted.

- B. Full-time continuous service shall not be considered broken during any voluntary transfer of assignments to regular part-time duty of twenty-eight (28) or less consecutive calendar days in any one (1) longevity year (November 15 to November 15).
- C. Full-time continuous service shall not be considered broken during a transfer of assignments to regular part-time duty due to a Facility layoff of less than six (6) months in any one (1) longevity year (November 15 to November 15).
- D. In the event of a voluntary transfer of an employee to regular part-time status in excess of twenty-eight (28) calendar days, but less than one (1) longevity year (November 15 to November 15), the year of service shall not be counted for calculating any future longevity benefits, nor shall the employee be eligible for longevity during that year.
- E. In the event of a transfer of an employee to regular part-time status due to Facility layoffs in excess of six (6) months, but less than one (1) longevity year (November 15 to November 15), that year of service shall not be counted in calculating any future longevity benefits, nor shall the employee be eligible for longevity during that year.
- F. In the event an employee is transferred to a regular part-time status for any reason in excess of one (1) calendar year, or is transferred to special part-time status, the employee shall be considered to have had a break in full-time continuous service and any future longevity benefits will be calculated based upon the date of return to full-time regular status at the Facility.
- G. Part-time services shall not be included in the calculation of longevity benefits.

Section 5. Following completion of five (5) full years of service, each employee shall receive annual longevity payments as provided in the schedule.

Section 6. To be eligible for longevity payment subsequent to the first payment, an employee must have completed the service required for original eligibility, plus a minimum of one (1) additional year of such service for each payment.

Section 7. Longevity shall be calculated each year from November 15th. In the case of an employee in their first year of the longevity scale, the longevity shall be prorated. Proration for employees upon their initial eligibility shall be calculated by utilizing the wages earned from the employees' fifth anniversary date through November 15th, for the first year of eligibility, and then utilizing the wages earned from November 15th to the next succeeding November 15th for years thereafter in which such employee is eligible for longevity. In the case of an employee who moves from one step on the longevity scale to a higher step, that

portion of the year between November 15th and the next succeeding November 15th, which is prior to the anniversary date in which they reach the higher eligibility level, shall be calculated at the lower annual bonus percentage, and that portion of the eligibility year after the reaching of such anniversary date shall then be calculated at the higher annual bonus percentage.

Section 8. Payments to employees who become eligible to receive longevity bonus under this Article shall be paid by the first regular workday of December falling on a Monday through Friday of each year.

Section 9. Longevity Bonus Schedule.

<u>Continuous Service</u>	<u>Annual Bonus</u>
5 or more, but less than 10 years	3% of Annual Wage
10 or more, but less than 15 years	5% of Annual Wage
15 or more, but less than 20 years	7% of Annual Wage
20 or more years	9% of Annual Wage

Section 10. Employees who are eligible for longevity bonus payments and who sever employment, retire on a service or disability retirement basis or die, shall be paid on a pro-rated basis.

Section 11. No longevity payment as above scheduled shall be made for any portion of an employee's regular annual salary or wage which is in excess of TWELVE THOUSAND DOLLARS (\$12,000.00).

ARTICLE 37. UNION BULLETIN BOARDS

The Employer will provide a bulletin board which may be used by the Union for posting notices of the following types:

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

ARTICLE 38. JURY DUTY

Section 1. An employee who is called for jury duty shall provide their Department Head with a copy of the written jury duty notice as soon as reasonably possible upon receiving notice of such call.

Section 2. If an employee serves on jury duty during days when the employee would normally be scheduled to work, the Employer will compensate the employee their straight time pay for all time missed, conditioned upon the employee turning in to the Human Resources Department any jury fees, excepting travel and other court-provided expense payments, when received by the employee for those days. The employee will be expected to return to work upon completion of jury duty for the day, provided there is at least one and one-half (1½) hours remaining in their scheduled work day.

Section 3. The Department Head shall attempt to arrange for an exchange of shifts in the event an employee called for jury duty is working on a shift other than the day shift, and a presently-employed day shift Union members agrees to the exchange of shifts. Qualifications for work assignments shall be determined by the Department Head.

ARTICLE 39. WORKER'S DISABILITY BENEFITS

Section 1. Each employee will be covered by the applicable Worker's Disability Benefit laws and the Employer agrees that an employee eligible for such benefits shall have the right to make up the difference between the statutorily prescribed benefits and their regular weekly income to be deducted from their accumulated sick leave and/or accumulated vacation at the employee's option, until said sick leave and/or vacation shall have been used.

Section 2. The Employer will continue to provide health insurance, dental insurance and life insurance benefits as provided herein to each employee at the Employer's expense for the first year during which an employee is actually receiving statutorily-prescribed benefits; provided, however, the Employer shall be responsible only for the group rate premium.

ARTICLE 40. COMPUTATION OF BENEFITS

Section 1. Hours Worked. All hours paid to an employee, excluding overtime, shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except as otherwise provided by this Agreement.

Section 2. Hours Compensated. For the purposes of calculating an employee's probationary period and paid time off accumulations, the term "hours" shall be based on hours compensated, i.e., hours for which an employee receives wages, paid time off pay,

holiday pay, funeral leave pay, jury duty pay or pay while on an approved leave of absence (but not worker's compensation benefits).

Section 3. Employees will receive their rate increases effective the first day of the pay period in which they meet the requirements for their increase in pay unless otherwise indicated in the contract.

ARTICLE 41. COMPUTATION OF PAYROLL AND PAYDAY

Section 1. Payroll shall be computed from 11:00 p.m. Saturday until 11:30 p.m. Saturday over a two week, fourteen (14) day period and shall be paid as follows:

All employees may pick up their checks in the Human Resources Office on Friday from 7:30 a.m. to 4:00 p.m.

All checks remaining at 4:00 p.m. on Friday shall be mailed. In the event a holiday falls on Friday, the checks will be distributed on the preceding Thursday.

Section 2. Payroll Check Shortage. An employee whose payroll check is less than the wage actually earned by the employee shall notify the Human Resources Office of the shortage. Human Resources personnel shall determine whether the employee's payroll check should be adjusted. If it is determined by the Human Resources personnel that the employee's payroll check should be adjusted, the employee may request that the wages due be paid on a separate check prior to the next pay check or be added to his/her regular paycheck in the next payroll cycle. If a separate check is requested, such separate check shall be issued within three (3) working days (Monday through Friday, excluding holidays) of the request. However, the Employer may elect to issue the shortage amount on the next payroll check if the shortage is \$15.00 or less.

Section 3. Excess Payroll Check Payments. The Employer may recover up to \$25.00 or 30% of the employee's paycheck, whichever is less, for any excess payment of wages owed the Employer until such excess is repaid. However, an excess payment must be recovered within one (1) year of discovery of the excess payment. If the excess payment cannot be recovered in one (1) year, the remaining payments shall be paid as determined by mutual agreement between the Employer and the employee. In the event that the employee terminates employment prior to repaying the excess payment, any amount due shall be deducted from his/her final paycheck.

ARTICLE 42. MISCELLANEOUS

Section 1. Successor Clause. This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

Section 2. Headings. The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

Section 3. Savings Clause. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the invalidity of the remaining provisions of this Agreement shall not be affected thereby.

Section 4. Free coffee will be provided AFSCME unit members during lunches or other similar mid-shift meals unless agreed by the parties.

Section 5. Employee Input Meetings. The Employer agrees to meet with two (2) representatives of AFSCME, as chosen by the Union, each month to discuss topics of mutual concern.

ARTICLE 43. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect through 11:59 p.m. on December 31, 2001.

Section 1. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

Section 2. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days' written notice prior to the current year's termination date.

Section 3. If notice of amendment of this Agreement has been given in accordance with the above provisions, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

Section 4. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement, but the Agreement shall not be subject to termination or re-opening prior to the period immediately preceding December 31, 1997, as specified above.

Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Union, addressed to 1034 North Washington Avenue, Lansing, Michigan 48906, and if to the Employer, addressed to 3860 Dobie Road, Okemos, Michigan 48864; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 44. COMPENSATION

Section 1. Effective the first full payroll period after January 1, 2000:

Pay Grade	Class		Start (0-2080)	After 1 yr. (2081-4160)	After 2 yrs. (4161-6240)	After 3 yrs. (6241-8320)	After 4 yrs. (8321-)
I	Hskp., Dietary, Linen	Hourly	8.43	8.60	9.27	9.58	9.75
II		Hourly	8.69	8.92	9.58	9.92	10.08
III	Cook, Wash. Machine	Hourly	9.06	9.39	10.06	10.41	10.55
IV	Maintenance, T.A. Aide	Hourly	9.33	9.65	10.30	10.63	10.77
V	T.A. Specialist	Hourly	10.89	11.19	11.70	12.02	12.11
VI	Nursing Attend., Van Driver	Hourly	9.12	9.34	9.98	10.31	10.47
VII	Rehab. Aides	Hourly	9.74	10.05	10.68	11.00	11.14

Special Part-Time, No Benefit Employees - Add 75¢ to Above Rates

Section 2. The Employer may hire new employees at a rate over the starting rate for the classification, based on an applicant's previous experience, but not to exceed the one (1) year rate.

For the life of this Agreement, the wage rates in Article 44 are minimums and may be increased by the Employer at any time during the terms of this Agreement. Employer will advise the Union and employees of such changes; however, no collective bargaining is necessary to increase wage rates under Article 44.

Section 3. Reopener. The parties agree to reopen the Agreement to discuss wages only in December of 2000. All other terms and conditions shall remain unchanged in this Agreement.

ARTICLE 45. RESIDENT RIGHTS

Section 1. Rights. The rights of the Facility patients as established by the Michigan Public Health Code, and adopted by the Ingham County Family Independence Agency Board, are recognized by the Facility and the Union, and further, it is acknowledged that such rights shall be a paramount consideration in the operation of the Facility and in relation to any conflicting right of the Facility's staff and employees.

Section 2. Abuse. It is specifically recognized that Michigan law prohibits physical, mental or emotional abuse, mistreatment or harmful neglect of the Facility's patients, and further, that the law requires the Facility's employees to immediately report any of the foregoing to the Administrator or Director of Nursing. Upon receipt of a report of an alleged mistreatment of a patient, a thorough investigation shall be conducted. If an alleged mistreatment of a patient is founded, the Facility shall immediately discipline or discharge the responsible employee.

ARTICLE 46. EDUCATIONAL COURSES

Section 1. Reimbursement of Costs of Tuition and Books. Any full-time employee employed by the Facility who desires to enroll in one or more courses at an accredited educational institute which at the discretion of the Board or its designee would benefit the operations of the Facility, may submit in advance of commencing such course or courses a letter of application to the Administrator for reimbursement of the cost of their tuition and books. Said application shall have prior approval by the Administrator and the Family Independence Agency Board.

Section 2. Contents of Application. The letter of application shall list the course or courses to be taken by title and course number along with a short description of course content.

Section 3. Reimbursement. A full-time employee may be reimbursed for the costs of tuition and books up to a maximum of Twelve Hundred Dollars (\$1,200.00) in a calendar year. Upon prior approval of the Board or its designee and upon proof of successful completion of the course or courses with a grade of C or better and the amount expended for tuition and books, the employee may be reimbursed for the costs of tuition and books on a pro-rata basis based on the Twelve Hundred Dollar (\$1,200.00) maximum in a calendar year and in accordance with the FTE status. The employee must be on the Facility's payroll and not have received a disciplinary suspension within one (1) year prior to the date the refund is made.

The Employer's liability for tuition reimbursement for employees in the bargaining unit shall be capped at the total amount included in the Facility's budget for tuition reimbursement for the calendar year. However, the Employer shall be obligated to pay tuition for applications that have been approved and meet the criteria above.

Section 4. Employee Obligations. Tuition reimbursement will be excused for every hour worked at the rate of \$.60 per hour. Any unexcused portion of tuition reimbursement shall be due and owing by the employee if the employee's employment is severed for any reason and shall be deducted from the employee's final paycheck.

Section 5. Continuing Education. Each full-time employee shall be allowed to sixteen (16) hours off per contract year with pay to participate in work related continuing education offered by accredited institutions or recognized organizations, upon written notice to their Department Head who may deny permission to attend if staffing does not permit such release time. Regular part-time employees shall receive this benefit on a pro-rated basis. Continuing education may include off site training.

ARTICLE 47. EFFECTIVE DATE AND SIGNATURE

THIS AGREEMENT shall be deemed effective at 12:01 a.m. on the 1st day of January, 2000, excepting that employees who voluntarily or involuntarily terminate their employment prior to the date of ratification of this Agreement will not receive salary or benefits retroactively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the dates indicated below.

IN THE PRESENCE OF:

INGHAM COUNTY FAMILY
INDEPENDENCE AGENCY BOARD:

<u>Juan O'Shea</u>	<u>1-24-00</u>	By: <u>Bruce D. Potter</u>
	Date	
<u>Juan O'Shea</u>	<u>1-24-00</u>	By: <u>Paul Bell</u>
	Date	
<u>Marta Zitas</u>	<u>2-24-00</u>	By: <u>William</u>
	Date	

MICHIGAN COUNCIL #25,
AFSCME, AFL-CIO

<u>Juan O'Shea</u>	<u>1/31/00</u>	By: <u>Paul R. [Signature]</u>
	Date	
<u>Janet Beroy</u>	<u>1-27-00</u>	By: <u>Mona Thibault</u>
	Date	
<u>Janet Beroy</u>	<u>1-27-00</u>	By: <u>Pam Bandt</u>
	Date	
<u>Janet Beroy</u>	<u>1-28-00</u>	By: <u>Sandra [Signature]</u>
	Date	