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6/25/2003

# AGREEMENT

Between

**THE INGHAM COUNTY  
FAMILY INDEPENDENCE AGENCY BOARD**

and

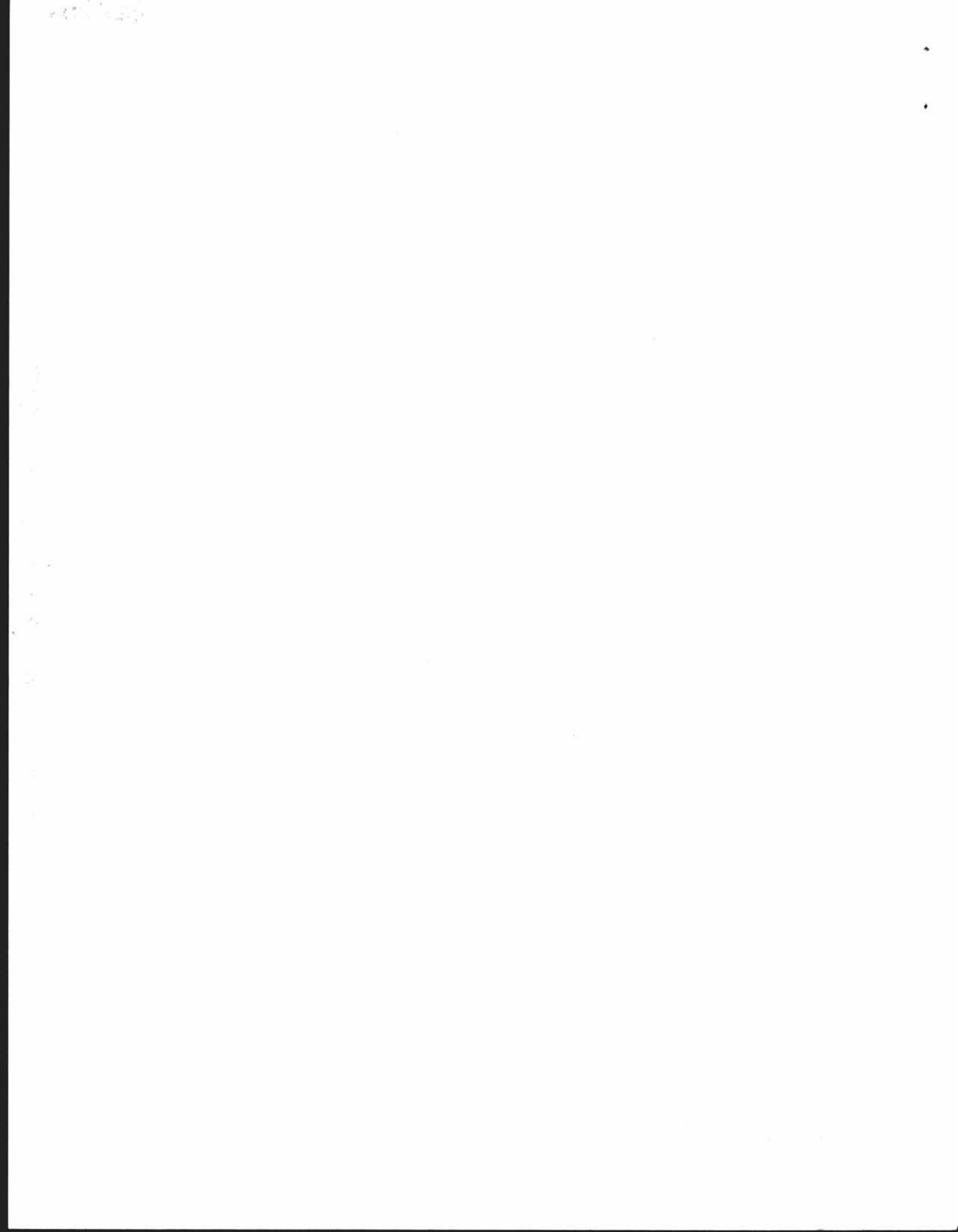
**UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL WORKERS OF AMERICA  
LOCAL 2256, REGION 1-C**

**UNITS II – IV**

June 25, 2000 through June 25, 2003

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Ingham County Medical Care Facility*



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## **AGREEMENT**

THIS AGREEMENT is effective the 25th day of June, 2000, between the INGHAM COUNTY FAMILY INDEPENDENCE AGENCY BOARD (hereinafter referred to as the Employer), for the Ingham County Medical Care Facility, and the UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL WORKERS OF AMERICA, UAW and its Local 2256 (hereinafter together 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 service to the community and its residents.

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. The Union and employees agree that the residents are and must be the primary focus of this Facility and, as a result, the welfare of the residents are critical to all parties.

### **ARTICLE 1. RESIDENT RIGHTS**

Section 1. Rights. The rights of the Facility residents 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 rights of the Facility's staff and employees.

### **ARTICLE 2. RECOGNITION**

Section 1. Collective Bargaining Unit. The Employer hereby agrees for the term of this Agreement to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining units described below:

## Unit II

All permanent regular full-time and part-time Registered Nurses, excluding the Director of Nursing, Education Coordinator, other supervisory and management personnel, employees within Units I, III, and IV, the AFSCME Unit and all other employees.

## Unit III

All permanent regular full-time and part-time employees of Ingham County Medical Care Facility in the classifications of Social Worker, Volunteer Coordinator, Account Specialist, Assistant Account Specialist, Medical Records/Appointment Clerk, Habitat Specialist, Dietary Clerk, Admission Coordinator, Music Therapist, Lead Maintenance Technician, Unit Secretaries, Receptionist, Scheduling Coordinator and Nursing Secretary, excluding employees within Units I, II, and IV, the AFSCME Unit, all supervisory and managerial employees and all other employees.

## Unit IV

All permanent regular full-time and regular part-time licensed practice nurses excluding all supervisory and managerial employees, charge nurses, employees within Units I, II and III, the AFSCME Unit and all other employees.

### **ARTICLE 3. MANAGEMENT RIGHTS**

Section 1. Management Rights. All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past and regardless of ~~whether exercised~~ in the future and regardless of the frequency or infrequency of exercise of these ~~rights, shall~~ remain vested exclusively in the Employer. It is expressly recognized, and the Union agrees, that such management rights, powers, authority, prerogatives and functions include, by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

The right to manage and control the Facility in all of its operations and activities. The right to determine all matters of management policy, facility and department scope, layout, operation and location. The right to determine the location where work will be performed. The right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof. The right to direct the working force including, but in no way limited to, the right to hire, discipline, suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees. The right to reduce or increase the size of the working force. The right to establish job classifications of work, the assignment of duties and shifts and the number of employees and staffing patterns

required and the number of hours in employee work schedules. The right to establish and change work schedules and starting and quitting times and to provide and assign personnel. The right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations. The right to establish satisfactory productivity and work standards. The right to make judgments as to employee qualifications, including ability and skill. The Employer shall also have the right to study, introduce and use new, improved or different methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside of the Employer's facility, including subcontracting and any other form of contracting assistance to perform any or all aspects of its work or function.

It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this section. It is provided, however, that these management rights shall not be exercised in violation of any specific provision of this Agreement as written.

Section 2. Rules and Regulations. The Employer has the right (See Section 1 above) to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Union for inspection and review. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed at Step 3 within seven (7) calendar days upon receipt of the new or revised rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 3. The Union recognizes that voluntary organizations, voluntary individuals and residents may perform services in the Facility that are a valuable and necessary contribution to the welfare of residents 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 this 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.

#### **ARTICLE 4. MANAGEMENT SECURITY**

Section 1. No Strike. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, its members nor employees covered by this Agreement will, for any reason, directly or indirectly, call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-down, stay-in, stay-away, boycott of a primary or secondary nature or picketing. Also

any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation or in any way interfere with the care given to residents is also prohibited. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge for violating the provision of this Section. Any appeal to the Grievance Procedure shall be limited solely to the question of whether the employee or employees did, in fact, engage in any of the above-prohibited activities.

The Union agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

The Employer agrees that during the life of this Agreement there shall be no lockout.

#### **ARTICLE 5. 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. 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 6. 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 completed authorization for payroll deduction forms shall be completed and submitted to the Human Resources Director. 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 a bargaining unit covered by this Agreement.

Section 4. Deductions for each month shall be deducted from the second pay of the month. All deductions shall be remitted to the Union 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.

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, expenses, judgments including attorney's fees or other forms of liability arising out of the deduction from an employee's pay of dues or representation fees or any actions taken pursuant to this Article.

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.

Section 9.

#### AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE INGHAM COUNTY MEDICAL CARE FACILITY      Date \_\_\_\_\_

I hereby assign to Local Union No. 2256, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sum as the Financial Officer of said Local Union No. 2256 may certify as due and owing from me as membership dues, including an initiation

or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

_____	_____		
(Signature of Employee here)	(Address of Employee)		
_____	_____		
(Type or print name of Employee here)	(City) (State) (Zip)		
_____	_____	_____	_____
(Date of Signature)	(Employee Clock Number)	(Social Security Number)	(Date of Delivery to Employer)

## **ARTICLE 7. PAST PRACTICES**

Section 1. Past Practices. There are no agreements or past practices which are binding on any of the parties other than the express written agreements enumerated or incorporated by reference in this Agreement. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior agreements and relationships. No future agreement shall be binding on any of the parties until it has been put in writing and signed by the parties.

## **ARTICLE 8. 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 9. 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 specified under this Agreement.

Section 2. Part-Time Employees. An employee normally scheduled to work less than full-time but at least half-time (40 or more hours per pay period) shall be considered a part-time employee. A part-time employee shall be entitled to the benefits under this Agreement specified under this Agreement.

- A. Be paid for their hours worked at the regular rate of an employee in that classification.
- B. Receive overtime on the same basis as full-time employees.
- C. Receive retirement where eligible on a prorata basis in proportion to their hours worked.
- D. Receive insurance benefits as outlined in the insurance section.

Notwithstanding any other provision of this Agreement, the Employer shall not be obligated to provide any benefits for employees covered by this Agreement in those instances where they cannot be obtained under the present contractual arrangements due to the required number of hours to obtain said benefit. The Employer shall, prior to the execution of this Agreement, notify the Union if there are any exceptions.

Section 3. Special Part-Time. An employee normally scheduled to work less than part-time shall be considered a special part-time employees. 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 Schedule A. Special part-time employees are to be used to augment the full-time and part-time employees under this agreement and it is not intended that special part time employees will replace these employees and become the primary employees under this contract.

Section 4. Per-Diem Employees. A per-diem employee shall be defined as one who works on a per-diem basis. These employees shall not be members of the bargaining unit and shall not receive any benefits under this Agreement and shall only be paid at the per-diem rate established by the Employer.

Section 5. New Hires or Transfers.

- A. New employees hired or employees transferred into the unit shall be considered probationary until they have completed the first 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 initial or extended probation period such period may be extended an additional one hundred sixty (160) hours of work.
- B. The termination of any employee who has not successfully completed their probationary period shall not be subject to the grievance or arbitration provisions of this Agreement, provided this does not abridge the employee's right to the grievance or arbitration provisions for other reasons, as provided, during their employment.

Section 6. Orientation of Probationary Employees. The Union shall be given fifteen (15) minutes of paid time on orientation day to meet with new probationary employees for the purpose of orienting them.

Section 7. Temporary Employees. An employee who is hired for a period of three (3) months or less will be considered a temporary employee, shall not attain seniority in the bargaining unit, and shall be compensated by wages only, pursuant to the attached wage schedules, by the classification for which they are employed. Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. The Board agrees that in the event that full-time employees are reduced in hours

or laid off, the use of temporary employees shall cease prior to the implementation of reducing full-time and part-time employees.

Section 8. Anniversary Date. Notwithstanding any provisions of this Agreement to the contrary, whenever the term anniversary date is used, it shall be deemed to mean an accumulation of two thousand eighty (2080) regular hours as constituting one (1) year. It shall include hours earned for paid time off benefits accumulation, holidays, and funeral days when taken.

### **ARTICLE 10. JOB POSTING AND BIDDING PROCEDURES – UNIT III**

Section 1. All vacancies intended to be filled or newly created positions within Bargaining Unit III shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the shift, department and the minimum requirements for the position, in a conspicuous place. Interested employees shall sign the posting within the posting period. **The applicant** awarded this position 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.
3. Their suitability for the job. The Employer may return the employee to his/her prior position during the trial period.

Section 2. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the posting is 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 trial period the employee will receive the rate of the job they are performing.

Section 4. The provisions of this Article shall not apply to shift transfers within the same classification.

## **ARTICLE 11. 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 set the rate for the new job and post the job and its rate. Such postings shall be provided to the union Unit Chair. If there is a disagreement with the Employer's wage rate, the Union may, within ten (10) calendar days from the date the rate is set, may submit a grievance at Step 3 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 rate for the job.

## **ARTICLE 12. TEMPORARY ASSIGNMENTS**

Section 1. An employee, who is temporarily assigned to a higher classification for a period of eight (8) 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.

## **ARTICLE 13. HOURS OF WORK**

Section 1. The regular work day shall consist of eight (8) hours of work. 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. Nothing in this Agreement shall require scheduling any employee for any number of hours per day or per week.

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 the shift premium for their classification.

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. Employees may be scheduled to be "on-call" as needed. It is specifically understood by the parties that the on-call system shall be used in conjunction with voluntary and mandatory overtime but on-call is not a replacement for these procedures.

Section 7. An employee on-call 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 8. 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 9. For pay computation, the term one (1) year shall mean 2,080 hours actual worked hours unless otherwise specified in this Agreement.

Section 10. Hours Compensated. For purposes of calculating an employee's probationary period, advancement on the salary schedule and paid time off accumulations, the term "hours" shall be based on hours compensated, i.e. hours for which an employees receives wages or pay such as for paid time off funeral, jury pay, etc.

#### **ARTICLE 14. OVERTIME**

Time and one-half shall be paid as follows:

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

Notwithstanding any other provision of this Agreement the Employer may schedule employees on other schedules such as 10 or 12 hours or on a per diem basis and the Employer will not be required to pay overtime over eight (8) hours in a work day. The Employer will be required to pay overtime over forty (40) hours in a work week however. Prior to the Facility implementing a facility wide 12 hour schedule, the Facility will meet and discuss the schedule with the Union.

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

## **ARTICLE 15. 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, temporary and per-diem 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. In all other cases, employees will be charged with an unscheduled absence. In no event shall employees be paid for time not worked. As a general rule employees are scheduled for every other weekend off. The parties agree that employees shall not be required under this section to work more than one (1) weekend (1 Saturday and/or 1 Sunday) per month in addition to their regularly scheduled weekends. In the event employees work an additional weekend day under this section, employees will be paid double time (2x) for all hours actually worked.

## **ARTICLE 16. UNION REPRESENTATION**

Section 1. The Union shall be represented by a Chapter Chairperson and one (1) steward for each Bargaining Unit for the purpose of handling complaints and grievances.

Section 2. 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 Unit 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. In no event shall the processing or investigating of grievances interfere in any way with resident care.

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 Bargaining Committee, for purposes of contract negotiations, shall consist of one (1) representative from each bargaining Unit under this Agreement. Members of the Bargaining Committee shall be paid 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 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 17. 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) calendar days from the occurrence of the events giving rise to the grievance.

- A. 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.
- B. It is understood that any time limit contained in this Article may be altered by mutual agreement which shall be in writing if requested.

- C. Employee Election of Forums. If an employee files a complaint with the Michigan Department of Civil Rights and a grievance under the contract alleging the same facts and circumstances, then the employee will be notified that the employee has to elect only one (1) forum. If the employee elects to proceed with the Michigan Department of Civil Rights, then the grievance shall be withdrawn and vice versa. If the employee fails to elect the remedy, the grievance shall not be processed. This shall also apply to veteran's preference hearings, Michigan wage and hour statutory remedies, or court actions litigating the same issues. However, at no time shall any employee of the respective bargaining units bind the Union in electing forums listed herein.

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 seven (7) calendar days of the occurrence of the events giving rise to the grievance.

The Department Head shall answer the grievance in writing within five (5) calendar 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) calendar 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) calendar days from the date of receipt. A Union Steward and/or grievant may also attend the Step 3 meeting. A representative from the International Union may also attend the Step 3 meeting. The Administrator shall answer the grievance within five (5) calendar days from the date of the meeting.

Step 4.

- (a) The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer within thirty (30) calendar days following

the receipt of the Facility's written disposition in Step 3 of the grievance procedure. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

- (b) Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.
- (c) Arbitrator's Powers and Jurisdiction. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect, either directly or indirectly, nor shall the arbitrator consider any statute or laws or other extra-contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no power to add to or subtract from any of the terms of this Agreement, nor shall the arbitrator have any power to change any classification wage rate or to rule on any claim arising out of any insurance or pension program under this Agreement or to issue any award or ruling modifying any matter covered by statute, regulation or ordinance. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided by another arbitrator. It is expressly understood and agreed that the arbitrator shall not have any jurisdiction or authority to pass upon or review the Employer's exercise of any of its management's rights as generalized in the Management's Rights clause, Article 3, Section 1, and if the grievance concerns the exercise of these rights

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. It is specifically recognized that Michigan law prohibits physical, mental, or emotional abuse, mistreatment, or harmful neglect of the Facility's residents, 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 resident, a thorough investigation shall be conducted. If an alleged mistreatment of a resident is founded, the Facility shall immediately discipline or discharge the responsible employee. It is specifically understood by the parties that a failure to report resident abuse by any employee covered by this contract shall constitute just cause for discharge.

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 18. 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 further 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 (½) 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 (½) 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 19. 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. Employees shall be paid for lost time spent in special conferences.

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.

## **ARTICLE 20. SENIORITY**

Section 1. Seniority shall mean the length of continuous 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 21. SENIORITY LISTS**

Section 1. The seniority lists on the date of this Agreement will show the names and job titles of all employees by collective bargaining unit entitled to seniority.

Section 2. Quarterly, after the initial posting, the Employer shall post the seniority list on the bulletin board, and shall furnish the Chapter Chairperson with a copy.

## **ARTICLE 22. 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 three (3) 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 three (3) consecutive working days without notifying the Employer. If the employee is notified by phone this notice shall be followed up by written communication within three (3) days.

## **ARTICLE 23. SENIORITY OF STEWARDS AND OFFICERS**

Notwithstanding their position on the seniority list, stewards and the chapter chair, in the event of a layoff, 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. For purposes of this Section, these shall include only those classifications which were previously held by the employee and/or they can perform without training. If a steward presently holding office should be laid off, the steward shall be recalled to work on the first open job in the collective bargaining Unit which the steward is qualified to perform without training, 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 24. LAYOFF**

Section 1. The word "layoff" means a reduction in the number of employees in the work force.

Section 2. Voluntary Layoffs. When faced with a layoff, the Employer may, prior to the enactment of Section 3 below, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of the solicitation the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined below. Voluntary layoffs shall be subject to the approval of the Administrator based on the operational needs of the Facility.

Section 3. If a layoff is determined by the Facility to be necessary in any of the collective bargaining Units which cannot be accomplished by voluntary layoffs (See Section 2 above), employees will be laid off according to seniority by job classification. Transfers to fill open positions shall 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. Employees from Unit 1 may be transferred into Unit II if such an agreement is reached with the Unit II Union Representative in writing.

Section 4. 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 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 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 and will be paid the rate of the job performed.

## **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 and there is an opening. 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.

## **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.



## **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. All 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. Employees shall be permitted to use their accumulated paid time off benefits (PTO) in four (4) hour increments up to sixty (60) days per year.

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. It is specifically understood that Worker's Compensation Leave is a Family and Medical leave.

- 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 Administrator, an employee who has completed their probationary period, may 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 one (1) year limited to no more than one (1) employee at any one time.

- B. 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.
  
- C. 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 Administrator upon written application by an employee. Employees on personal leave will be paid any available Paid Time Off.

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 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 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 be eligible for a vacant position that they can perform with minimal training.

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, employee's spouse's mother or father or step-parent or step child 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 an employee's sister's husband, employee's brother's wife, employee's son's wife, employee's daughter's husband, the employee's 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.

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, 2000 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>
First Year (0-2080 Hours)	5.85	152.0 hours
Second Year (2081-4160 Hours)	6.15	160.0 hours
Third Year (4161-6240 Hours)	6.46	168.0 hours
Fourth Year (6241-8320 Hours)	7.38	192.0 hours
Fifth through Sixth Year (8321-12480 Hours)	8.00	208.0 hours
Seventh through Ninth Years (12481-18720 Hours)	8.62	224.0 hours
Tenth Year and Over (18721 + Hours)	9.23	248.0 hours

Section 2. All employees employed after January 1, 2000 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 above. In no case shall any paid time off be used during the employee's probationary period.

Section 4. Paid time off not used may only be carried over the next calendar year to a maximum of 320 hours, and shall be paid if not used or carried over.

Section 5. Part-time employees shall receive paid time off credits at the same rate as outlined above, 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 provided they give four (4) weeks advance notice.

## **II. SCHEDULED TIME OFF**

Section 1. Requests for pre-scheduled paid time off (in excess of two (2) consecutive days) shall be submitted in writing to the Department Head two (2) weeks in advance; except in proper cases exceptions may be made. The Department Head shall grant or deny such requests in writing within five (5) calendar days after receipt. In no event will employees be able to use paid time off not yet earned.

Section 2. 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 3. Paid time off will be scheduled in accordance with resident care requirements and, as much as possible, with the written request of the employee.

Section 4. 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. LIFE INSURANCE**

Section 1. Life Insurance. Employees covered hereunder, are provided with two (2) times their annual gross salary (rounded to the nearest one thousand dollars) life insurance coverage to a maximum of \$50,000, including double indemnity for accidental death. This coverage is effective on the first day of the month following active employment, and the premium costs of the coverage are paid by the Board. Employees may be required to provide proof of insurability.

Insurance amounts will be reviewed and adjusted each January 1.

Section 2. Eligibility. The eligibility rules and policy regulations are those stated in the contract of coverage. The Employer, at the time of hire, shall advise the employee of the eligibility rules and policy regulations then in effect.

Section 3. Substitution of Another Carrier. The Employer reserves the right to substitute another carrier, provided there is no decrease in benefits.

Section 4. Liability Insurance. The Employer shall continue in force his present liability coverage.

### **ARTICLE 33. HOSPITALIZATION - MEDICAL/DENTAL/VISION COVERAGE**

The Employer will offer the following health insurance program for eligible full-time and part-time employees and legal dependents:

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.

In addition, the Employer will continue to provide Part B coverage for participating employees who retired before or during the life of this Agreement.

FURTHERMORE, employees who have 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.

It is hereby agreed between the Employer and the Union that the provisions of this Amendment shall be effective when available.

### **ARTICLE 34. PENSION**

Employees of the Facility are covered by the Municipal Employees Retirement System, Benefit Plan C-2 (with a B-1 base) and Benefit Program F-55 (with fifteen (15) years of service).



- Units III & IV have a ten (10) year vesting program with a five (5) year final average compensation factor.

Units III & IV employees contribute three percent (3%) of their annual compensation for such benefits.

- Unit II RNs also have M.E.R.S. C-2 (with a B-1 base) and Benefit Program F-55 (with fifteen [15] years of service). Unit II employees have a six (6) year vesting program with a three (3) year final average compensation factor. Unit II employees contribute three and 9/10 percent (3.95%) of their annual compensation for such benefits.

Continue present coverage at no increase to Unit II, III & IV employees.

### **ARTICLE 35. LONGEVITY PLAN**

Section 1. Eligibility. All regular, full-time employees, in the active service of the Employer on April 14, 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:

- A. Longevity bonus shall be computed as a percentage of employees' regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any special fees.
- B. Longevity bonus shall be based on full-time continuous service.
- C. To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required for original eligibility, plus a minimum of one (1) additional year for each such service for each payment, excepting those employees who retire between annual anniversary dates shall be eligible for a prorated payment as outlined under Section H below.
- D. Payments to employees who become eligible by their annual anniversary date of any year shall be due the following December 1.
- E. It shall be the duty of the Personnel Manager on November 15 of each year, to furnish to the administration a list of employees who are eligible to receive a longevity payment on December 1 of each year. The Manager shall indicate in the manner prescribed by the Administrator, the amount of longevity bonus

due each such employee, and the Administrator shall then authorize payment as of December 1 of each year.

F. Longevity Bonus Schedule.

<u>Continuous Service</u>	<u>Annual Bonus</u>
Four (4) or more, but less than eight (8) years	Three percent (3%)
Eight (8) or more, but less than twelve (12) years	Five percent (5%)
Twelve (12) or more, but less than sixteen (16) years	Seven percent (7%)
Sixteen (16) or more years	Nine percent (9%)

G. Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis, shall be paid a prorated payment which shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 1 at the date of retirement.

H. No longevity payment as above scheduled shall be made for that portion of an employee's regular annual salary or wage which is in excess of Eighteen Thousand Dollars (\$18,000.00).

Section 2. Part-Time Employees' Eligibility. Part-time employees in the active service of the Employer on April 14, 1989, shall be entitled to receive a longevity bonus for ~~the~~ length of service with the Employer, according to the above longevity bonus payment ~~schedule~~. Said payments and conditions shall be applied equally to part-time employees as has been ~~and~~ will continue to be applied to full-time employees, with part-time employee's longevity bonus calculated with two thousand eighty (2080) hours of continuous service equaling one (1) year and with the regular base salary or wage to be utilized, calculated by prorating based on hours worked in the eligibility year, the annual salary or wage for which the part-time employee was compensated on the first regular scheduled pay period of the fiscal year in which the longevity bonus is due excluding overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any special fees.

## ARTICLE 36. 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 of Union meetings and Union activities.

### **ARTICLE 37. JURY DUTY**

Section 1. Notification. An employee who is called for jury duty shall provide their department head with a copy of the written jury duty notice immediately upon receiving notice of such call.

Section 2. Pay Supplement. 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 conditional upon the employee turning in to the Human Resources Department any jury fees when received by the employee for those days.

Section 3. Exemption. Notwithstanding the foregoing, the Administrator of the Medical Care Facility, if promptly notified by an employee who receives a notice for jury duty, shall exert their best efforts to procure an exemption from jury duty for the employee if for any reason the interest of the public or of the employee will be materially injured by serving on the jury or if the health of the employee or any family member requires exemption from such duty.

Section 4. Exchange of Shifts. If an employee is called, the department head shall attempt to arrange for an exchange of shifts in the event said employee called for jury duty is working on a shift other than the day shift, and a presently employed day shift Association member employee agrees to the exchange of shifts. Qualifications for work assignments shall be determined by the department head.

Section 5. Time Worked. Jury duty shall be considered as time worked.

### **ARTICLE 38. WORKER'S COMPENSATION**

Section 1. Coverage. All employees shall be covered by the applicable worker's compensation law.

Section 2. Benefit Continuation. The Employer will continue to provide health, dental and life insurance benefits as provided herein to each employee at the Employer's expense for the first year in which an employee is actually receiving statutorily prescribed

benefits; provided, however, the Employer shall be responsible only for the group rate premium.

Section 3. Employees 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 leave and/or vacation shall have been used.

### **ARTICLE 39. MILEAGE**

Section 1. Mileage Allowance. Mileage shall be paid to employees required to drive their own vehicle in the course of their employment at a rate per mile that shall be calculated each January 1, for the succeeding calendar year as follows:

The Internal Revenue Service standard mileage rate of the first fifteen thousand (15,000) miles in effect January 1, for the simplified method of computing deductible costs in operating passenger automobiles for business purposes for employees, as established by Revenue Procedure 80-7 and any up-dates thereof shall be used with said mileage rate rounded to the nearest whole cent.

For 1999, this rate shall be 31 cents per mile.

Section 2. Mileage shall always be figured on the basis of the shortest distance between the point of departure and destination.

Section 3. There shall be a short explanation given on all claims made to the Administrator for all reimbursement of expenses for all trips.

### **ARTICLE 40. IRS SECTION 125**

Section 1. The Employer will provide as soon as feasible, IRS Section 125 document(s) allowing employees who choose to participate the ability to pay for employee contributions with pre-tax dollars for the following:

- A. Medical and hospitalization expenses;
- B. Dependent care programs; and
- C. Employee payroll deductions for health care premiums.

## **ARTICLE 41. CREDIT UNION**

Section 1. Credit Union Program. The Employer will continue during the life of this Agreement as in the past to cooperate with the employees' credit union program for the benefit of participating employees. As software permits the Employer will move toward direct deposit as directed by employees.

## **ARTICLE 42. 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 designated area 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 \$50.00 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 43. HEALTH PROGRAM**

Section 1. Employer offers to employees the opportunity to the following:

- A. Influenza immunization; or
- B. Other tests to be made available at the Employer's discretion.

## **ARTICLE 44**

The following provisions only apply to employees in collective Bargaining Units II and IV.

A. **PROFESSIONAL NURSING CODE.** The Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels. The Ingham County Medical Care Facility does support the nurses in their compliance with their professional code, which appears below:

- A. The nurse provides services with respect for human dignity and uniqueness of the client unrestricted by considerations of social or economic status, personal attributes or the nature of the health problems.
- B. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
- C. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical or illegal practice of any person.
- D. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
- E. The nurse maintains competence in nursing.
- F. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities and delegating nursing activities to others.
- G. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
- H. The nurse participates in the profession's and the Facility's efforts to implement and improve standards of nursing.

- I. The nurse participates in the profession's and the Facility's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
- J. The nurse participates in the profession's efforts to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
- K. The nurse collaborates with members of the health professions and other citizens in promoting community and national effort to meet the health needs of the public.

**B. ROLE OF THE NURSE.** The Medical Care Facility as a health care institution and the nurses as a professional group, share the common goal and the common responsibility of providing to citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the nurse in the operation of the Medical Care Facility. The Medical Care Facility and the Union agree that the nurses shall have authority commensurate with their responsibility for directing the work of nursing personnel. The Medical Care Facility agrees that it will assign nurses to perform functions for which the nurse is qualified by reason of their orientation, training, education and experience consistent with the nurse's professional code of ethics. The Medical Care Facility also agrees that services should be performed as a normal function by personnel so that nurses shall be free to perform nursing care. However, the Union agrees that this statement of intent shall not be interpreted to excuse a nurse from performing services when circumstances require it and the Board agrees that this will not be abused.

#### **ARTICLE 45. PROFESSIONAL MEETINGS**

Section 1. Attendance Encouraged. The Employer will encourage attendance by employees at professional meetings sponsored or cosponsored by the Union or other professional associations or institutions where attendance is likely to increase the competency of an employee in their professional capacity.

Section 2. Requests. Employees desiring to attend professional meetings shall submit requests to their department head. Their department head will approve or disapprove and submit to the Administrator for final authorization.

Section 3. Time Off. At the Employer's option, employees may be given time off, without loss of pay to attend such professional meetings and may also be reimbursed for out-of-pocket expenses incurred in such attendance.

## **ARTICLE 46. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect through June 25, 2003.

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. 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. 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 Region 1-C, UAW, International Representative, 1010 River Street, Lansing, Michigan 48912-1095, 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.

Section 5. 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.

## **ARTICLE 47. COMPENSATION**

### Section 1.

- A. Employee wages shall be in accordance with Schedule A.
- B. Contract Reopener. In July of 2001 and July of 2002 the parties agree that they will reopen the Agreement to negotiate the wage rates in Schedule A. All other terms and conditions shall remain in full force and effect for the duration of this Agreement.

Section 2. All Schedule A rates are minimums and may be increased by the Employer at any time. In addition at the time of hire, the Administrator may approve initial compensation, not to exceed the top rate for the classification, when the needs of the Facility make such action necessary, provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desired qualifications specified for the class.



Section 3. No Benefit Rate. Employees who do not receive benefits under this Agreement shall be paid a premium of 75¢ per hour over and above the rates in Section 1.

Section 4. Shift Premium. Employees scheduled on the second shift shall be paid a premium of 45¢ per hour over and above the rates in Section 1. Employees scheduled on the third shift shall be paid a premium of 45¢ per hour.

#### **ARTICLE 48. 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 institution in the field of nursing or in any other course which would aid them in the practice and performance of their services to the Facility and which 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**. The Board or its designee shall determine whether the course or courses would benefit the operations of the Facility.

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 will be reimbursed for the costs of tuition and books up to a maximum of one thousand two hundred (\$1,200.00) dollars 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 receipts for tuition and books, the employee will be reimbursed for such expenses. A part-time employee will be reimbursed for the costs of tuition and books on a prorated basis based on the one thousand two hundred (\$1,200.00) dollar maximum in a calendar year and in accordance with their FTE status. The employee must be on the Facility's payroll and in good standing at the time the refund is made.

The Employer's liability for tuition reimbursement for all Facility employees shall be capped at \$4,800.00 dollars per calendar year.

Tuition reimbursement will be excused for every hour worked at the rate of sixty (\$.60) hour worked upon successful completion of the course of courses. 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 4. Continuing Education. Each full-time employee shall be allowed 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 paid release time. Regular part-time employees shall receive this benefit on a prorated basis.

**ARTICLE 49. EFFECTIVE DATE AND SIGNATURE**

THIS AGREEMENT shall be deemed effective at 12:01 a.m. on the 25th day of June, 2000, excepting that employees who voluntarily or involuntarily terminate their employment prior to the date of execution 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.

INGHAM COUNTY FAMILY  
INDEPENDENCE AGENCY BOARD:

<u>Bruce D. Potter</u>	Dated: <u>6-22-00</u>
<u>Mumum</u>	Dated: <u>6-22-00</u>
<u>Bruce D. Potter</u>	Dated: <u>6-22-00</u>
<u>Kevin O'Shea</u>	Dated: <u>6-22-00</u>

UNITED AUTO WORKERS:

<u>Randy Edging</u>	Dated: <u>6-23-00</u>
<u>Penny Miller III</u>	Dated: <u>6/23/00</u>
<u>Ruth Kelley Unit IV</u>	Dated: <u>6/23/00</u>
<u>Ruth Rheaume Unit II</u>	Dated: <u>6/24/00</u>
<u>Carol A. Howard III</u>	Dated: <u>6/24/00</u>
_____	Dated: _____

## SCHEDULE A

Section 1. Effective June 25, 2000, the following wage rates will be in effect:

A. Unit II

CLASS	START 0-520	PROBATIO N 521-1040	6 MONTHS 1041-2080	1 YEAR 2081-4160	2 YEARS 4161-6240	3 YEARS 6241-8320	4 YEARS 8321 +
STAFF R.N.	\$16.98	\$17.26	\$17.51	\$18.13	\$18.76	\$19.38	\$20.01

B. Unit III

CLASS GRADE	START 0-2080	1 YEAR 2081-4160	2 YEARS 4161-6240	3 YEARS 6241-8320	4 YEARS 8321-10400	5 YEARS 10401 +
GRADE 1	\$9.12	\$9.47	\$9.94	\$10.43	\$10.86	\$11.71
GRADE 2 Receptionist	\$9.71	\$10.13	\$10.59	\$11.13	\$11.63	\$12.31
GRADE 3 Assistant Account Specialist	\$10.06	\$10.46	\$11.02	\$11.53	\$12.01	\$12.88
GRADE 4 Unit Secretaries Dietary Clerk	\$10.43	\$10.86	\$11.40	\$11.90	\$12.46	\$13.20
GRADE 5 Scheduling Coordinator Medical Records/Appt Clerk Nursing Secretary	\$10.86	\$11.23	\$11.82	\$12.35	\$12.92	\$13.66
GRADE 6 Habitat Specialist Lead Maintenance Technician	\$11.21	\$11.65	\$12.19	\$12.78	\$13.39	\$14.12
GRADE 7 Admission Coordinator Music Therapist Volunteer Coordinator	\$11.29	\$11.90	\$12.46	\$13.04	\$13.64	\$14.41
GRADE 8 Social Worker Account Specialist	\$12.00	\$12.50	\$13.10	\$13.80	\$14.38	\$15.13

C. Unit IV

CLASS	START 0-2080	1 YEAR 2081-4160	2 YEARS 2161-6240	3 YEARS 6241-8320	4 YEARS 8321-10400	5 YEARS 10401 +
L.P.N.	\$13.26	\$13.90	\$14.50	\$15.13	\$15.77	\$16.59

The above raises are contingent on receiving the State's wage pass through amounts as in the past. If the legislation is reduced or eliminated, these increases shall not be put into effect.

Section 2. Effective the first full payroll period after January 1, 2001, the following wage rates will be in effect:

A. Unit II

CLASS	START 0-520	PROBATIO N 521-1040	6 MONTHS 1041-2080	1 YEAR 2081-4160	2 YEARS 4161-6240	3 YEARS 6241-8320	4 YEARS 8321 +
STAFF R.N.	\$17.23	\$17.51	\$17.76	\$18.38	\$19.01	\$19.63	\$20.26

B. Unit III

CLASS GRADE	START 0-2080	1 YEAR 2081-4160	2 YEARS 4161-6240	3 YEARS 6241-8320	4 YEARS 8321-10400	5 YEARS 10401 +
GRADE 1	\$9.37	\$9.72	\$10.19	\$10.68	\$11.11	\$11.96
GRADE 2 Receptionist	\$9.96	\$10.38	\$10.84	\$11.38	\$11.88	\$12.56
GRADE 3 Assistant Account Specialist	\$10.31	\$10.71	\$11.27	\$11.78	\$12.26	\$13.13
GRADE 4 Unit Secretaries Dietary Clerk	\$10.68	\$11.11	\$11.65	\$12.15	\$12.71	\$13.45
GRADE 5 Scheduling Coordinator Medical Records/Appt Clerk Nursing Secretary	\$11.11	\$11.48	\$12.07	\$12.60	\$13.17	\$13.91
GRADE 6 Habitat Specialist Lead Maintenance Technician	\$11.46	\$11.90	\$12.44	\$13.03	\$13.64	\$14.37
GRADE 7 Admission Coordinator Music Therapist Volunteer Coordinator	\$11.54	\$12.15	\$12.71	\$13.29	\$13.89	\$14.66
GRADE 8 Social Worker Account Specialist	\$12.25	\$12.75	\$13.35	\$14.05	\$14.63	15.38

C. Unit IV

CLASS	START 0-2080	1 YEAR 2081-4160	2 YEARS 2161-6240	3 YEARS 6241-8320	4 YEARS 8321-10400	5 YEARS 10401 +
L.P.N.	\$13.51	\$14.15	\$14.75	\$15.38	\$16.02	\$16.84

The above raises are contingent on receiving the State's wage pass through amounts as in the past. If the legislation is reduced or eliminated, these increases shall not be put into effect.