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**AGREEMENT**

*Between*

**JACKSON COUNTY FAMILY INDEPENDENCE AGENCY**

**BOARD OF DIRECTORS**

**JACKSON COUNTY MEDICAL CARE FACILITY**

*And*

**JACKSON COUNTY MEDICAL CARE FACILITY**

**EMPLOYEES UNIT LOCAL 139**

*affiliated with*

**INTERNATIONAL UNION OF THE AMERICAN**

**FEDERATION OF STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES AND COUNCIL #25 AFL-CIO**

April 1, 2000 through March 31, 2003

*Jackson County Medical Care Facility*

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## AGREEMENT

This Agreement entered into on this 24<sup>th</sup> day of October, 2000, between the JACKSON COUNTY FAMILY INDEPENDENCE AGENCY BOARD OF DIRECTORS (d.b.a.) Jackson County Medical Care Facility, (hereinafter referred to as the "Employer") and LOCAL #139 JACKSON COUNTY MEDICAL CARE EMPLOYEES UNIT, affiliated with the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AND COUNCIL #25 AFL-CIO (hereinafter referred to as the "Union").

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

**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 interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

### **ARTICLE 1. RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect of rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer excluding Registered Nurses, Licensed Practical Nurses, Office Clerical Employees, Health Unit Coordinators, Operating Engineers and Plant Operations, and Supervisors as defined in the Act.

### **ARTICLE 2. AID TO OTHER UNIONS**

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

### **ARTICLE 3. UNION SECURITY**

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**Section 1.** The Employer and the Union agree that neither party shall discriminate against any employee because of race, color, creed, age, sex, nationality, disability, political belief, or membership in a union as protected by Federal and State law. Nor, shall the Employer or the Union or its agents, or its members discriminate against any employee because of exercising his/her rights under the Act.

**Section 2.** It is the intent of this agreement to make a legal provision for the voluntary payment by all members of the Bargaining Unit of a representative fee or for voluntary Union membership, as they shall choose. The Employer and the Union agree that they will not discriminate against any employees as set forth in above in regard to hire terms or conditions of employment in order to encourage or discourage membership in the Union.

**Section 3.** Present employees who are members of the Union shall be deemed to be continuing members subject to the provisions of this agreement and shall, if they desire, remain members for the duration of this agreement. Employees not members of the Union on the effective date of this agreement may become members if they desire and they may file an agreement for check-off dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The Union will accept into membership all employees who are subject to the provisions of this agreement who apply for the same and tender dues and fees as uniformly required as a condition of the membership.

**Section 4.** Employees covered by this agreement who are not members of the Union at the time its effective date shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues required for membership. This shall commence thirty-one (31) calendar days following the beginning of their employment in the Unit, and such conditions shall be a condition of employment for the duration of this agreement. All employees who become members of the Union shall pay an initiation fee, as set by Local 139, AFSCME.

#### **ARTICLE 4. UNION DUES, INITIATION FEES, AND ORIENTATION**

**Section 1.** On or before the 31<sup>st</sup> calendar day following employment, or thirty-one (31) calendar days from the date this agreement is executed, whichever is later, each employee covered by this agreement shall decide whether or not to apply for membership in the Union by executing a membership and dues authorization card as required by the Union. If the employee decides not to apply for membership the employee may execute the representation fee authorization check-off card, or the regular union membership card, or shall pay monthly union dues or the representation fee, and the required initiation fee.

**Section 2.** The Employer shall commence deduction of the Union membership fees and dues as authorized by the employee or the deduction of the representation fee assessed against its members on a uniform basis, payment of which shall be a condition of continued employment. Employees shall either remain members of the Union for the duration of this Agreement, or in lieu thereof, shall pay the representation

fee as a condition of continued employment. Payroll deductions for Union dues shall be deducted from the Employees first pay period ending date each month. Payroll deductions toward insurance premiums will be deducted from the employee's second pay period ending date each month. Deductions for any calendar month shall be remitted to such address as designated, or if none, to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with a list of the names and amounts deducted from all employees from whom deductions have been made. The remittance of these deductions must be made no later than the 10<sup>th</sup> calendar day of the month following.

**Section 3.** Employees who fail to remain members of the Union or who fail to pay the representation fee, shall be discharged by the Employer, within thirty (30) calendar days from the receipt of written notice to the Employer, and the employee from the Union, unless the Employer is otherwise notified by the Union in writing within such period that such default has been rectified. The Union holds the Employer harmless for any damages or attorney fees occasioned in the termination of an employee for non-payment of Union dues.

**Section 4.** This provision, with respect to Union Membership, shall in no way affect the Employer's right with respect to the exercise of the provisions of this agreement as they relate to the retention or termination of employees, including probationary employees, as long as such employees as may be required hereunder to maintain Union membership or pay the representation fee. The Employer will furnish the Union a list of all new hires or changes of status following the end of each calendar month.

**Section 5.** In the event of an amendment to the existing laws or a change in court rulings which would authorize other forms of Union Security Agreements for public employees in this State, either party may give notice to the other of a desire to negotiate a provision with respect thereto. Both parties agree to meet within fifteen (15) calendar days from the date of receipt of such notice and to negotiate on substitute or amended Union Security provisions as may be allowed by law.

**Section 6.** Nothing in the Collective Bargaining Agreement shall be deemed to bar such amendment of negotiation, or other action to enforce such right to amendment. However, all of the other provisions of the agreement shall remain in full force and effect irrespective of whether the parties agree or disagree on a new Union Security Agreement.

**Section 7.** P.E.O.P.L.E. Check off The Employer agrees to deduct from the wages of any employee who is a member of AFSCME 139 a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the pay period covered by the remittance.

## **ARTICLE 5. UNION REPRESENTATION**

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**Section 1.** Employees shall have the right to be represented by Stewards or alternates. The Stewards and their alternates shall be designated in writing to the Employer. There will be a limit of not more than one Steward for each department. Departments are considered to be Environmental Services/Dietary and Nursing. First Shift - two (2) stewards; Second Shift - two (2) stewards; and Third Shift - one (1) steward.

**Section 2.** The Stewards will request time from their supervisor when they need to leave their job for the purpose of investigating and presenting grievances. If, upon request, the Steward cannot be relieved, the Steward shall be excused at the earliest possible time after proper arrangements have been made but no later than one (1) hour after the request. When a request for leave is denied, the supervisor shall, if requested, place the reason for the denial in writing.

**Section 3.** Stewards will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or are attending Employer scheduled meetings.

**Section 4.** Bargaining Committee.

- (a) Employees shall be represented in negotiations by a Bargaining Committee of five (5) employees of the Employer of which the Employer agrees that it will pay three (3) employees for time lost from regular work.
- (b) Union members elected or appointed to attend Union functions shall be excused from work without any loss of pay or benefits. Members who are to be excused shall submit, three (3) days in advance, a letter giving the dates and how many working days will be missed. This letter will be signed by the President/Secretary of Local #139. The Employer will be reimbursed for time lost by members by the Union.

**Section 5.** Repayment of Union time off. The Employer will maintain a sixty-(60) day limit on reimbursement for Union business.

**Section 6.** The Union agrees to hold free and indemnify the Employer against any damages or liability claim which may arise out of the travel or activities of such elected or appointed Union members during such excused time.

## **ARTICLE 6. EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

**Section 1.** The Employer hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States. The management of the business of the Employer is vested exclusively in it and the Employer reserves to itself all management functions, including but not limited to the full and exclusive control of the content and work and the direction and supervision and the operation of its business and of the employees of the Employer. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or



discharge for just cause; to establish classifications, lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules; to establish overtime hours to be worked; to decide on functions to be performed; to establish methods of recording work hours of employees; to establish standards of quality, all of which shall be subject to and be in conformity with the applicable express provisions of this agreement. These rights are not all-inclusive but are merely an indication of the type of matters or rights, which belong to and are part of the management of the business of the Employer. Any powers or authority of the Employer, which are not abridged, delegated or modified specifically by this agreement, are retained by the Employer.

**Section 2.** No lockout of the employees shall be instituted by the Employer during the term of this agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down, or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in or authorize its members to engage in any such action or interfere with the services rendered by Jackson County Medical Care Facility employees. This restriction shall apply to the Employer and the Union even though all steps of the grievance and arbitration procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the Employer and any of its employees. The grievance and arbitration procedure will be the final method of disposing of any such dispute between the parties and lockouts, strikes or other economic measures may not be employed by the parties to enforce their demands. The Circuit Court of Jackson County however, may process any action for damages, or injunctions.

**Section 3. ORIENTATION-NEW EMPLOYEES** In order that each new bargaining unit member may be made familiar with the provisions of this agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local 139 Union President or, if designated, the area steward the opportunity to meet with new bargaining unit 139 employees during the Employer's normal orientation process. The Employer will inform the Union of the scheduled orientation meeting date and time. The Union orientation portion will be free from Employer supervision or interference and will be voluntarily attended by the new employees. The maximum allotted time for the union orientation will be one-half (1/2) hour.

**ARTICLE 7. SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Unit Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Local, the Union Staff Representative, and two (2) representatives of the Employer and an outside Employer representative, unless the number of representatives in attendance is increased by mutual agreement of the parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. A representative of the Council and/or a representative of the International Union may

attend this meeting. The members of the Union shall not suffer loss of time or pay for time spent in these conferences if such conferences are held during regularly scheduled work hours.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

**Section 1. Intent** It is the intent of the parties to this agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation, or compliance with the provisions of this agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.

**Section 2. Default Settlement of Grievance** Any grievance not initiated or appealed within the time limits outlined within the grievance procedure shall be considered settled on the basis of the answer last presented, and shall not be subject to further review.

**Section 3. Withdrawal of Grievance** Grievances may be withdrawn at any stage of the proceedings by written request of the Union.

**Section 4. Extension of Time period** The parties may extend the time periods within the grievance procedure by mutual written agreement.

**Section 5. Working Day Definition** Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding Holidays.

**Section 6. Retroactive payment of Wages** Any grievance relating to payment of wages shall go back to the pay period preceding the filing of the grievance.

**Section 7. Grievance Meetings** The Union shall meet at a reasonable time with representatives of the Employer to discuss and reconcile any unsettled grievances or other matters that are to be discussed. Meetings shall be held at mutually agreed times. Union members and representatives shall attend such meetings with pay.

**Section 8. Attendance by Grievant(s) at Grievance Meetings** The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

### **Section 9. PROCEDURE**

#### **STEP 1.**

a. **Verbal Presentation of Grievance to Immediate Supervisor or Director of Nursing** An employee having grievance shall present it, with the Steward, verbally to his/her immediate supervisor, or the Director of Nursing or Assistant Director of Nursing where the grievance involves the Nursing Department, within five (5) working days from the knowledge of its occurrence. The immediate

Supervisor, Director of Nursing or Assistant Director of Nursing shall have two (2) working days to respond to the grievance or the Union may submit the grievance in writing.

b. Written Presentation of Grievance to Department Supervisor or Director of Nursing If the grievance is not settled verbally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the employee's department supervisor or the Director of Nursing within five (5) working days from the date of receipt of the supervisor's response to the original verbal grievance.

c. Written Response to Grievance by Department Supervisor or Director of Nursing The department supervisor or Director of Nursing shall respond to the grievance in writing within five (5) working days following the date of presentation of the written grievance.

## **STEP 2.**

a. Written Presentation of Grievance to Administrator If the grievance is not settled at Step 1, and the Union or the employee desires to proceed further with the grievance, they may submit a signed written appeal to the Administrator within five (5) working days from the date of receipt of the department supervisor's written response.

b. Hearing and Written Response to Grievance by Administrator The Administrator shall respond to the grievance by conducting a hearing with the Chapter Chairperson and grievant within five (5) working days following the date of presentation of the written appeal. A written response shall be made by the Administrator to the grievant and Chapter Chairperson within five (5) working days from the date of the hearing.

## **STEP 3.**

- a. Notice of Intent Notice of intent to submit to arbitration shall be given within ten (10) working days from the end of Step 2.
- b. Demand for Arbitration The parties shall, within 45 calendar days of receipt of Notice of intent to arbitrate, attempt to select an arbitrator on an Ad Hoc basis. In the event, the parties are unable to mutually agree upon an arbitrator, the moving party shall then submit the matter to the American Arbitration Association. All Grievances shall be heard in accordance with the published rules of the American Arbitration Association.
- c. Decision of Arbitration The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or any supplemental agreement. The decision of the Arbitrator shall be final, conclusive, and binding

on the Union, the Employer, and the employees, and may be enforced by a Circuit Court of competent jurisdiction.

- d. Appeal of Arbitrator's Decision There shall be no appeal from the Arbitrator's decision.
- e. Arbitrator's Fees and Expenses The fees and expenses of the Arbitrator shall be paid equally by the Union and the Employer. All other expenses shall be borne by the individual parties.
- f. Unilateral Withdrawal If the parties are unable to mutually agree on an Arbitrator and files to the American Arbitration Association (AAA), the Union will pay all AAA administrative fees on matters withdrawn by the Union. The Employer will pay fees if it withdraws the matter. The parties will divide costs upon mutual agreement to withdraw.
- g. Settlement of Matter Submitted to Arbitration The Union and the Employer shall Have full authority to settle any matter subject to arbitration before, during, or after the matter has been submitted, and the employees, the Union and the Employer will be bound thereby, provided that the Union has fulfilled its duty of fair representation.

**ARTICLE 9. COUNSELING**

Counseling is not a disciplinary action, but rather a means by which supervisors direct and communicate with employees. Counseling shall not be utilized to investigate for possible discipline, shall not be a step leading to discipline, and shall not be disciplinary in nature. If, during the course of counseling, the supervisor believes or learns that an issue may lead to discipline, the counseling shall cease immediately, and the employee will be informed of their rights to union representation.

**ARTICLE 10. DISCIPLINE**

**Section 1. Purpose of Discipline** The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior.

**Section 2. Disciplinary Action** All decisions on disciplinary action for employees with seniority shall be made on the basis of whether or not there is just cause.

**Section 3. Disciplinary Hearing**

a. **Employee Entitled to Hearing:** In all cases where disciplinary action is being contemplated, the employee affected shall have an opportunity to participate in a disciplinary hearing.



b. **Steward Present at Hearing:** The respective union steward shall attend the disciplinary hearing.

c. **Employer Response:** The Employer will inform the Union and the employee within fourteen (14) calendar days if any discipline is to occur and the extent of the discipline. If the Employer does not respond in the timelines referred to in this Section, the Employer will not institute discipline.

#### **Section 4. Types of Disciplinary Action**

- a. **General** Disciplinary actions fall into the several categories following. The sequence of disciplinary action listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.
  
- b. **Verbal Warning** An informal means by which a department supervisor calls to the attention of the employee certain deficiencies in the employee's conduct of job performance. Counseling the employee is one of the most important concerns in a verbal warning. A record of a verbal warning is to be made by the department supervisor and included in the employee's personnel file. A copy of the written record shall be provided to the employee and the Chapter Chairperson.
- c. **Written Warning** A formal means by which a department supervisor, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more serious penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file and another copy shall be provided to the Chapter Chairperson and the Steward.
- d. **Suspension** This action temporarily suspends an employee from employment with the Employer and from being paid by the Employer for a definite period of time. The Administrator shall review the proposed suspension of employees for work rule violations or unsatisfactory job performance. Suspension carry with them the following:
  1. Loss of pay for the time period specified;
  2. Employee may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given written memorandum or letter specifying the reason for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

- e. **Discharge** This action permanently removes the employee from employment with the Employer. The Administrator shall review the proposed discharge of employees for work rule violations or unsatisfactory job performance. Before

being discharged, the employee shall be given a written memorandum or letter specifying the reasons for discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

- f. Grievance Concerning Discipline In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and the employee affected and submitted to the Administrator at Step 2 of the grievance procedure within five (5) working days from the date of such disciplinary action.

**ARTICLE 11. PAYMENT OF BACK PAY CLAIMS**

If the Employer fails to give an employee the hours of work to which the employee is entitled under the seniority terms of this agreement, and, a written notice of his claim is filed within five (5) days of its knowledge that the Employer first failed to give him/her such work, the Employer will reimburse him/her for earnings he/she lost through failure to give such work.

**ARTICLE 12. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less unemployment compensation, wages earned, or earnings from other jobs or employment during that period. Wages earned during the back pay period will not be reduced by continued earnings from a secondary employer with whom the employee was employed while simultaneously working for the Employer. This exception shall apply, however, only to the level of average earnings from the secondary employer during the months immediately preceding the employee's severance of employment from the Employer.

**ARTICLE 13. SENIORITY PROBATIONARY EMPLOYEES**

**Section 1. Probationary Period** Employees shall not have seniority status until after successfully completing a ninety (90) calendar day probationary period which shall be accumulated within not more than 180 calendar days from the date of hiring. A temporary employee who has worked more than 1,800 hours in the year immediately preceding becoming a probationary employee shall begin his probationary period at the after probation pay rate.

**Section 2. Extension of Probationary Period** The probationary period may be extended once for not more than thirty (30) calendar days by the mutual written agreement of the Employer and employee affected. The Union shall be provided a copy of each such agreement by the Employer.

**Section 3. Union Representation during Probationary Period** The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of

employment, or other conditions of employment. However, employees disciplined, discharged, or laid off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures, and union activity.

**Section 4.** Seniority shall be in accordance with the employee's last date of hire with the Employer.

#### **ARTICLE 14. SENIORITY LISTS**

**Section 1.** Seniority shall not be affected by the race, sex, marital status or dependents of an employee.

**Section 2.** The seniority list on the date of this agreement will show the names, job titles, full-time or part-time status and date of hire of the employee of the Union entitled to seniority and shall be placed at each nurse's station and on every department's bulletin board.

**Section 3.** The Employer will keep the seniority list up-to-date and will provide the local Union membership and the Council up-to-date copies at least semi-annually, following the months of June and December of each year.

#### **ARTICLE 15. LOSS OF SENIORITY**

**Section 1.** An employee shall lose his/her seniority for the following reasons only:

- a. He/She quits or retires.
- b. He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c. He/She is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absences, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d. If he/she does not return to work when recalled from layoff, as set forth in the recall procedure.
- e. Return from sick leave, vacations and leaves of absence will be treated the same as (d) above.

#### **ARTICLE 16. SHIFT PREFERENCE (TEMPORARY)**

In a classification from which the temporary shift is to be made, the junior employee will be selected, provided he/she has the present ability to perform the work required, unless a more senior employee so qualified within the unit requests a transfer.

#### **ARTICLE 17. SENIORITY OF STEWARDS**

- Stewards shall in the event of a layoff of any type regardless of their standing on the seniority list, be continued at work so long as there is a job in the department in which they can perform. They also shall be recalled to work in the event of a layoff to the first open job in the department in which they can perform.

#### **ARTICLE 18. SENIORITY OF OFFICERS**

The Chapter Chairperson, Chapter Secretary, and the President, Vice President, Financial Secretary and Recording Secretary of the Local Union, in the event they are employees of the Employer, shall in the event of a layoff regardless of their standing on the seniority list, be continued at work at all times, provided they can perform the duties of the work available.

#### **ARTICLE 19. SUPPLEMENTAL AGREEMENTS**

Any supplemental agreements reached between the parties during the term of this agreement shall be subject to the ratification of the parties. Ratification shall occur within sixty (60) days of the tentative agreement.

#### **ARTICLE 20. LAY-OFF DEFINED**

**Section 1. Temporary Lay-off** A temporary lay-off is a lay-off for a period of five (5) days or less.

**Section 2. Permanent Lay-Off** A permanent lay-off is a lay-off in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the Union.

**Section 3. Lay-Off Priorities** In the event of a permanent or temporary lay-off, employees will be laid off in the following order within their department:

- a. Casual employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Part-Time employees.
- e. Full-Time employees.

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**Section 4. Lay-Off Notification** In the event of a temporary or permanent lay-off, employees shall be notified, in writing, by the Employer at least five (5) days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.

**Section 5. Bumping**

- a. Employees on temporary lay-off may not exercise their seniority rights to bump into other classifications.
- b. In the event of a permanent lay-off, employees shall be transferred, based on their seniority, in the following order, provided they either held the position previously or have the qualifications, experience, and training required to immediately fill the position. The employee may elect to waive seniority rights and accept the lay-off in writing, to the Chapter Chairperson and the Administrator.
  1. Into a vacant position in the same classification.
  2. Into the position of the least senior employee within the same classification.
  3. Into a vacant position in another classification at the same pay level.
  4. Into the position of the least senior employee in another classification at the same pay level.
  5. Into a vacant position in another classification at the next lower pay level.
  6. Into the position of the least senior employee in another classification at the next lower pay level.
  7. Into a vacant position in another classification at any lower pay level.
  8. Into the position of the least senior employee in another classification at any lower pay level.
  9. This procedure shall be applied for each replaced by application of this procedure until the employee is transferred or laid-off.
- c. Recall When the work force is to be increased after lay-off, employees shall be recalled according to seniority, reversing the above provision.
- d. Notice of Recall Notice of recall may be made by telephone, by telegram, or by registered or certified mail. In the event of telephone notice, the Steward shall be present. If an employee fails to notify the Employer within three (3) working days of his intent to report to work within ten (10) working days from the date of mailing of notice of recall, he shall be considered a quit.

**ARTICLE 21. TRANSFERS/JOB VACANCIES**

**Section 1. Transfers 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, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.



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**Section 2.** The Employer agrees that in any movement of work not covered above in this Article 21, it will discuss the movement with the Union in order to provide for the protection of the employee involved.

**Section 3.** In the event of a vacancy or newly created position, the senior employee applying for the transfer and who meets the minimum requirements shall be granted the position. Employees who are transferred to a vacant position shall be given a period of ten (10) working days to establish their ability to perform the work. The trial period may be extended up to an additional twenty- (20) working days upon the written mutual agreement of the Employer and employee affected. The Union shall be provided a copy of each agreement by the Employer. In the event an employee feels uncomfortable (or personally feels inadequate) in his new position and/or work environment during the trial period, he shall have the right to return to his previous position. In the event an employee is found to be unable to perform the work required, he shall return to his prior position and the Employer may transfer the next eligible applicant to the vacant position without re-posting. Notice and reasons for the employee's disqualification shall be submitted to the Union and the employee in writing.

The matter may then become a proper subject for the second step of the grievance procedure.

**Section 4.** An employee who has successfully bid on a posting shall be informed of the award the next working day following the removal of the posting and shall be placed on the job for which he bid within fourteen (14) calendar days of the date the vacant position becomes available.

**Section 5.** An employee who successfully completes the trial period shall be ineligible to make application for a vacant position for a period of six (6) months unless such a position would be higher paying or a change in shift or status (i.e., part-time, full-time).

**Section 6.** During the trial period, employees will receive the rates of pay of the jobs they are performing.

**Section 7.** All vacancies and newly created positions shall be posted in a conspicuous place at the Facility at least four (4) working days prior to filling such vacancy. The Union will be given a copy of all posting at the time they are posted.

**Section 8.** Temporary Vacancies All temporary vacancies are to be posted in accordance with the Posting and Bidding procedure outlined in Article 21, Section (7), with said posting being for the duration of the "temporary" vacancy.

- a. Should the "temporary" vacancy terminate as the result of the original employee returning to same, the replacing employee and all other replacing employees filling vacancies created by the filling of the first "temporary" vacancy will return to their original (former) positions.

- b. Should the "temporary" status of the vacancy change (i.e., with termination of employment, exhaustion of one (1) year, etc.) and the Employer decides to fill same, the position will be re-posted as a "permanent" vacancy.
- c. Should the "temporary" vacancy be a direct result of vacation usage, the employee filling same shall be prohibited from using vacation while filling the "temporary" vacancy.
- d. In the event no bargaining unit member bids on a "temporary" vacancy, the Employer may fill the "temporary vacancy" with a "temporary employee," provided the position will be re-posted for every sixty (60) working day period. If no bargaining unit employee bids on the re-posting, said position will be filled as determining by the Employer using temporary employees.
- e. If a temporary position is not re-posted after being filled for sixty (60) calendar days, the employee filling the position shall become a regular probationary full-time employee.

**ARTICLE 22. VETERANS**

**Section 1. Reinstatement of Seniority Employees** Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position or in a position of like seniority status and pay. If the circumstances have changed that it is impossible or unreasonable to offer re-employment in their prior position, he/she will be offered employment in line with his/her seniority into a position as may be available and the individual is capable of performing. The employee will receive the current rate of pay for such work, provided he reports for work within one hundred twenty (120) calendar days of the date of such discharge or one hundred twenty (120) calendar days after hospitalization continuing after discharge.

**Section 2.** A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

**Section 3.** Except as heretofore provided, the applicable laws and regulations will limit the re-employment rights of employees and/or probationary employees.

**Section 4.** Employees who are members of the Armed Forces Reserve or the National guard, will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. (A maximum of two (2) weeks per year.)

**ARTICLE 23. LEAVE OF ABSENCE**

**Section 1.** A department supervisor may authorize a leave of absence without pay for a period not to exceed ten (10) working days, upon receipt of a written request from an employee stating the reason for such leave. The department supervisor will

consider the reason for the requested leave. If such leave exceeds such period; the leave shall require approval of the Administrator. A leave of absence without pay shall not exceed one (1) year. The Jackson County Family Independence Agency Board of Directors may grant extensions upon request, in writing, from the Administrator. Leaves of absence will be granted without loss of seniority for:

- a. Serving in any elected position (public or union);
- b. Illness leave (physical or mental, with doctor's certificate);
- c. Serving in an appointed position with the Council or International Union;
- d. Prolonged illness in immediate family (with doctor's certificate). (Such leave may be extended for like cause.)
- e. Educational leave will be granted if related to the employment of the employee;
- f. Employees who will work a full shift may be permitted to work while on leave, if they duly apply in writing for such permission. Permission will be granted only while on educational leave unless the Employer specifically extends it to other types of leaves;
- g. Employees will be reinstated to their classification. However, if their shift is not available, they may elect to remain on leave until an opening on their shift occurs. Or they may return to their classification on another shift and will have the first opportunity to fill a vacancy on their old shift.

**Section 2.** No annual leave, sick leave, or holiday pay shall accrue while on a leave of absence without pay.

**ARTICLE 24. LEAVE FOR UNION BUSINESS**

**Section 1.** Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter. And, upon their return shall be re-employed in their same classification and on their same shift with accumulated seniority.

**Section 2.** Members of the Union elected or appointed to attend the functions of the International Union, the Council or Local Union, such as conventions or educational conferences, shall be allowed a total of six (6) working days off with pay, per year. Days off in excess of six- (6) shall be without pay to attend such conferences and/or conventions.

**ARTICLE 25. SICK LEAVE/PERSONAL BUSINESS DAYS**

**Section 1.** Full-time employees covered by this agreement shall accumulate one-half (1/2) sick leave day per month.

**Section 2.** There shall be an annual payout for sick leave days accumulated over twenty (20) days during the calendar year. Maximum sick leave days to be paid out annually over twenty (20) days will be five (5) sick leave days. For those employees who cash in accumulated sick leave days over twenty (20) days, they shall receive two



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(2) days' pay for each sick leave day cashed in. Payout will be issued in a separate check.

**Section 3.** Optionally, sick leave payouts on an annual basis shall also be available to employees who have accumulated over fifteen (15) sick leave days to be paid in the first full pay period in December. Employees shall be able to cash out sick leave days accumulated between fifteen (15) and twenty (20) sick leave days at one (1) days pay for each day cashed in. Upon death, retirement or termination of employment, an employee shall be paid for up to twenty (20) accumulated sick leave days on a half-time basis. It is the employee's responsibility to inform the payroll department of her/his intention prior to December 1.

**Section 4.** To be eligible for sick leave, an employee must notify the Employer designee at least one (1) hour prior to the start of his/her shift; except in proper cases, exceptions may be made. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave, if there is reason to believe the employee is abusing sick leave. This notification must be made by telephone call only to the following number - 783-1111. Calls to the Facility will not be accepted as proper notification.

**Section 5.** An employee while on sick leave will be deemed to be on continued employment for the purpose of computing vacation pay, sick leave, seniority and eligibility for insurance. Sick leave will not be counted as days worked in connection with shift premium, overtime or any other benefit that is based on time of actual work.

- a. Sick leave may be used as snow days if, in the judgment of the Administrator, the storm is severe enough to warrant it.
- b. Sick days may be used for sickness in the immediate family. The Administrator will judge each case on its own merit.

**Section 6.** An employee who accumulates six (6) consecutive sick leave days in a calendar year without utilizing the same shall be entitled to a personal leave day to be taken at the time of his/her choice within six (6) months from the date of accumulation.

**Section 7.** Abusing or misusing of sick leave will be subject to disciplinary action. Sick leave is defined as being unable to perform the employee's work by reason of illness, which would endanger their health, or the health of other employees or residents.

**Section 8.** All employees shall be allowed five and one-half (5 ½) personal business leave days per seniority year with pay, not to be deducted from sick leave, provided they are requested in writing two (2) days in advance. However, if an employee so desires, they may take their five and one-half (5 ½) personal leave days in conjunction with their vacation, provided they are requested under the same conditions and requirements of Article 32, VACATION PERIOD, Section 1. Personal leave may not be used in intervals of less than four (4) hours. Personal leave days will not be taken on holidays. Personal leave days will not be taken on weekends if an employee is scheduled to work, provided however, it may be allowed if they can prove there are extenuating circumstances and give reasonable notice, if possible, of their absence to

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the supervisor. Personal business days may be cashed in for full value if not taken prior to the employee's anniversary date, rather than lose them. Cash-in shall occur no earlier than thirty (30) days prior to anniversary date.

**Section 9.** In situations where an employee's physical or mental conditions raises a question as to the employee's capability to perform his/her job, the Employer may require a medical examination by the Employer's physician to be paid by the Employer.

**Section 10.** A light duty employee who is absent because of the reoccurrence of a job-related injury and the reoccurrence results in a disabling condition that is medically verified by the employee, shall not have accumulated sick leave deducted. A deduction must be authorized and requested in writing by the employee and submitted to the payroll department.

**Section 11.** If an employee calls in sick on a scheduled overtime day, they will not receive sick pay.

## **ARTICLE 26. FUNERAL LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be granted up to three- (3) working days funeral leave. The leave shall not extend beyond two (2) working days of the day of the funeral and is not to be deducted from sick leave days. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter; current Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, sister-in-Law; Grandparents, Grandchild, Stepchild, Step-parents, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Local Unit Chairperson, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Unit who is an employee of the employer for the exclusive purpose of attending the funeral. If additional time is needed, the employee may request such time to be deducted from sick leave. If additional time is granted, it shall be in writing signed by the Employer, the Union and the Employee.

## **ARTICLE 27. DISABILITY LEAVE**

**Section 1. Employee Entitled to Disability Leave** Employees with seniority status are entitled to disability leave due to physical or mental conditions, including pregnancy, which renders the employee unable to perform his/her required duties.

**Section 2. Disability Leave Eligibility** In order to be eligible for disability leave, the employee's physician must indicate in writing that the employee is unable to perform his/her required duties. The physician must also indicate the expected length of the disability leave, and whether or not it is expected that the employee will be able to return to full duties on behalf of the employer.

**Section 3. Employer Reservation** The Employer reserves the right to have its physician review any requested disability leaves with the expense paid by the Employer. If there is difference of opinion, a third physician will be consulted at the Employer's expense.

**Section 4. Disability Leave Pay** To the extent not covered by Article 43, disability leave pay shall be covered by sick leave and annual leave to the extent it is available.

**Section 5. Return to Work** At the expiration of the disability leave, or any extension thereof, the employee shall furnish to the Employer a written statement from his/her physician that he/she is physically or mentally able to resume his/her duties.

**Section 6. Seniority Rights** Seniority rights are not impaired by disability leave, and, upon return to work, the employee will be given a job commensurate with his/her ability, prior classification and seniority.

**Section 7. Failure to Return to Work** Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leave shall not extend beyond twelve months from the date of the initial leave.

## **ARTICLE 28. WORK HOURS, WORK WEEK AND SHIFT PREMIUM**

**Section 1.** Employees who work on the second or third shift shall receive a wage, which is set forth in Article 51 (Classifications and Rates). Any unit employees commencing with the shift that starts on or after 10:00 a.m. shall be entitled to the 2<sup>nd</sup> shift wage.

**Section 2.** The regular full workday shall consist of eight and one-quarter (8 ¼) continuous hours per day.

**Section 3.** Employees will be entitled to a thirty (30) minute lunch break (the first fifteen (15) minutes unpaid and the second fifteen minutes paid) and will be included in the eight and one-quarter (8 1/4) hour period. The fifteen-minute overlap will occur at the end of each shift for purpose of coordination of resident care and reporting. Lunch periods shall be staggered to accommodate resident care and efficient operation. It will not be the employees' option to take only a fifteen minute lunch break and then leave 15 minutes before the end of the scheduled shift. Employees may not take a shortened lunch break in order to leave early.

**Section 4.** Employees may take a break the first half and a break the second half of their regular shift. This break shall be for a period not to exceed fifteen (15) minutes as scheduled by their immediate supervisor. Rest periods shall be staggered to accommodate resident care and efficient operation.

**Section 5.** Any employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half. If an employee reports within one (1) hour of being called in for overtime, he/she will receive eight (8) hours pay.

**Section 6.** The immediate supervisor shall schedule the employees in the department concerned to provide each employee with every other weekend off. The immediate supervisor shall schedule all employees, with less than two (2) years seniority hired after September 11, 1995, to provide two weekends on and one off, as needed. Seniority will be the determining factor when schedules are made. All schedules shall be posted one (1) week in advance, 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 employee or employees involved in writing.) For variable shifts, the Supervisor shall attempt to give notice of changes one (1) week in advance.

**Section 7.** If a nursing unit is short staffed and no employees from other units volunteer to cover the short staff situation and management determines that the unit needs to be staffed, a probationary employee with at least thirty (30) days of service (if any are available) shall be moved. The professional judgment of the nurse in charge will determine if the probationary employee can perform the duties of the assignment. Employees to be moved from one location to another, shall be moved within one-half hour of their starting time, whenever possible. If the nurse in charge does not feel that the low seniority employee is qualified, then he/she shall move the next employee on the seniority list, and shall state the reasons in writing to the Steward within twenty-four (24) hours.

**Section 8.** For third shift employees, the weekend shall be defined as Friday and Saturday.

**ARTICLE 29. TIME AND ONE-HALF**

**Section 1.** Time and one-half will be paid as follows:

- a. For all hours worked over eight (8) in one (1) day or over eighty (80) per two (2) week pay period.
- b. For the seventh (7<sup>th</sup>) consecutive day of work.
- c. All hours paid shall be used in the calculation of overtime except: vacation days (taken in less than 40 hour blocks) and sick leave/personal business days.
- d. Vacation time for five (5) consecutive scheduled working days shall be considered as hours worked for the purpose of computing overtime for hours in excess of the regular eighty (80) hours every two (2) weeks.
- e. Overtime provisions of this agreement shall not be pyramided with respect to the same hours.

**ARTICLE 30. HOLIDAY PROVISIONS**



**Section 1.** The paid holidays are designated as:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

**Section 2.** Employees will be paid their current rate based on the regular workday for said holidays. The employee must have seniority on the date of the holiday and must have worked the last scheduled day prior to as well as the next scheduled day after such holiday. If the employee has gone on sick leave during the week prior to or the week in which the holiday falls, the employee will receive holiday pay. Employees on sick leave who returns to work in the week in which the holiday falls shall receive pay for such holiday. If an employee is scheduled to work a holiday and calls in sick or fails to report for work, the employee may utilize sick leave, if available, for the call-in; in either event, he/she shall not receive holiday pay.

**Section 3.** In addition, any day or part of a day may be designated a holiday by the Employer.

**Section 4.** In a Skilled Nursing Facility, the entire staff cannot be off on the same day. The immediate supervisors will schedule the holiday time off. At the same time, consideration will be given, as far as possible, and reasonable to the individual's wishes. Before October 1<sup>st</sup>, employees will be provided a form to indicate first, second, and third choice of holidays they would like to have off. The holidays listed will be Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. These requests shall be honored by the Employer on the basis of seniority and there will be no more than two (2) of these holidays scheduled off for any employee according to required staffing levels. Vacations scheduled over one of these holidays will count as holiday choice. These forms shall be returned to the immediate supervisor by November 1<sup>st</sup>.

**Section 5.** If a seniority employee is scheduled to work on a holiday in the pay period, the compensation is 92 hours. (72 hrs. reg. + 8 hrs. holiday + 12 hrs. (1 ½) = 92 hrs.)

**Section 6.** If a seniority employee has the holiday as a scheduled day off in the pay period, the compensation is 88 hours. (80 hrs. reg. + 8 hrs. holiday = 88 hrs).

**ARTICLE 31. VACATION AND BENEFIT ELIGIBILITY**

**Section 1.** An employee will earn vacation with pay in accordance with the following schedule:

- a. Two (2) weeks after one (1) year to seven (7) of employment;
- b. Three (3) weeks after seven (7) to twelve (12) years of employment;
- c. Four (4) weeks after twelve (12) years;
- d. Five (5) weeks after fifteen (15) years of service.

**Section 2. Vacation Scheduling in Housekeeping and Dietary Departments**

- a. Housekeeping. No more than two (2) bargaining unit employees in Housekeeping (not more than one (1) Custodian 2) will be allowed vacation at one time.
- b. Dietary. No more than two (2) bargaining unit employees in Dietary, regardless of shift, (not more than one (1) cook) will be allowed vacation at one time.

**ARTICLE 32. VACATION PERIOD**

**Section 1.** Before November 1 all employees will be given a from to indicate first, second and third choice of vacation requests to be turned in prior to December 1 of each year and shall be honored by the Employer on the basis of seniority. Full-time employees shall have first choice for the November 1 - December 1 vacation and holiday selection process. Vacation selected outside of this period shall be on a first-come first-served basis, regardless of whether an employee is full-time or part-time. The Employer prior to January 1st of each year shall post all vacation and summer holiday selection approvals in each department. Vacation requests submitted after January 1 of each year will be granted at such times during the year as are suitable, considering the employee's request and the efficiency of the operation concerned. If two people make the request at the same time, seniority will be the determining factor. All vacation requests shall be submitted in writing with at least two- (2) weeks' advance notice to the immediate supervisor. The immediate supervisor shall acknowledge the request within three (3) working days to the employee, in writing. Approved requests will be posted on the vacation notice on the bulletin board. Included on the from will be the Holidays: Memorial Day, Independence Day, and Labor Day, which the employee may indicate first, second and third choice of the Holidays they wish to have off. The requests shall be honored by the Employer on the basis of seniority for one of the holidays as best as possible according to required staffing levels. Vacations scheduled over one of these Holidays will count as the employee's choice. If a dispute arises concerning an employee's eligibility for vacation and/or vacation schedule, it shall be referred to the Employer and the Union for disposition, subject to the grievance procedure.

**Section 2.** Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks. Vacations may be taken at any time during the year, and shall be granted according to seniority, providing such scheduling does not interfere with the operation of the facility and that the required scheduling of employees to meet minimum staffing requirements be maintained during the holiday or periods when many employees are requesting time off.

**Section 3.** When a holiday is observed during a scheduled vacation, the vacation period shall not be extended. The employee, however, will receive holiday pay in addition to vacation pay.

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**Section 4.** Vacation days may be cashed in for full value if not taken prior to the employee's anniversary date, rather than lose them.

**Section 5.** If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled upon the presentation of a certificate from his doctor. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

**Section 6.** Employees may use vacation time during sick leave if so desired, within the anniversary year.

**Section 7.** Vacation leave may be taken one day at a time to a maximum of five (5) single days within an anniversary year, subject to the restrictions contained in Section 1 of this Article.

### **ARTICLE 33. PAY**

**Section 1.** The regular payday for all employees covered by this Agreement shall be every other Friday, however, employees regularly scheduled for the second shift, who work that shift, shall receive their check at the end of their shift on Thursday.

**Section 2.** When there is a discrepancy in the amount of an employee's check of \$10.00 or more, the employee, or the Employer, will correct such error no later than Wednesday of the following week. In the event the error is less than \$10.00, the correction shall be made on the following pay period.

**Section 3.** If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. He must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

**Section 4.** If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

**Section 5.** Rate during vacation. Employees will be paid their current rate based on their regularly scheduled workday while on vacation, and will receive credit for any benefits provided for in this Agreement.

**Section 6.** The following information shall be recorded on each check stub:

- a. Full name of employee or Social Security number.
- b. Full date check was issued.
- c. Call-in number.

## **ARTICLE 34. UNION BULLETIN BOARDS**

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**Section 1.** The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices of the following types with the approval of the Employer:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings and results or minutes.
- e. Notices of Union educational classes.
- f. Notices of union conferences.
- g. Notices of Union conventions.
- h. Thank you notes.

**Section 2.** All notices to be taken down by the day following the scheduled events. Thank you notes to be removed within ten (10) days after the posting.

## **ARTICLE 35. RATES FOR NEW JOBS**

**Section 1.** In the event that new classifications are created, or the work involved in a present classification is substantially modified; the rate assigned to such a classification shall be negotiated with the Union.

- a. Union Notification The Employer shall notify the union in writing whenever new classifications are created or the work involved in a present classification is substantially modified, and propose a pay rate for the classification.
- b. Union Response If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) working days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Employer.
- c. Submission to Grievance Procedure If the Union and Employer cannot agree on the rate of pay through negotiations, the matter may be submitted at Step 2 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the Employer.

## **ARTICLE 36. TEMPORARY ASSIGNMENTS**

**Section 1.** Temporary assignments for the purpose of filling vacancies in higher classifications or in the laundry department for employees who are on vacation, absent because of illness, etc. will be granted to the senior employee who meets the requirements of such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

**Section 2.** All other temporary vacancies resulting from vacations, illness, etc. cannot be filled more than sixty (60) working days with temporary employees. Each pay



period the Employer shall submit a list to the Union of each temporary employee and the temporary vacancy being filled. In the event that a temporary employee is used in excess of sixty (60) working days, that employee shall become a probationary employee. If a temporary position is not re-posted after being filled for sixty (60) days, the employee filling the position shall become a regular probationary full time employee.

**Section 3.** The following information will be posted on bulletin boards:

- a. Name of temporary assignment.
- b. Name of employee filling temporary assignment.
- c. Name of employee on leave of absence or vacation.
- d. Duration of leave.

**Section 4.** Temporary assignments shall be considered an open position as long as the employee who was working in that position is on leave of absence or vacation.

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

**Section 1. Notification of Department Supervisor** An employee receiving a jury duty summons shall notify his/her department supervisor as soon as possible.

**Section 2. Time Off With Pay** An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received, less mileage. An employee shall return to work daily when released from jury duty. If the employee's jury duty ends during the course of a day, the employee may return to work or remain off work for the balance of the day without pay.

**Section 3. Time Off With Pay/Three Shift Operations**

- a. An employee serving on jury duty within the eight- (8) hour period immediately before the beginning of his/her shift, upon request, may have the time off work equal to the time spent in court during the eight- (8) hour period. Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.
- b. An employee required to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work preceding reporting for jury duty. There will be no loss of pay for the preceding night off for such employee, even if the jury duty is less than eight (8) hours for the day. Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.

**Section 4. Use of Leave** An employee may utilize accumulated annual personal leave during the period he/she serves on jury duty and retain the jury pay received.

**Section 5. Witness in Court** An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty.

**Section 6. Other Court Appearances** An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his absence with accumulated annual or personal leave or time off without pay.

**Section 7. Out of County Employees** Any employee who has to appear in court or serve on jury duty and lives outside of Jackson County, shall be paid their full eight (8) hours, less mileage.

### **ARTICLE 38. SAFETY COMMITTEE**

**Section 1.** The safety committee shall be scheduled to meet each month, with a minimum of quarterly meetings to be held each year, in compliance with Federal and State regulations for skilled nursing facilities. The composition of members shall conform to regulations pertaining to safety committees and shall also include two (2) representatives of the union. The union shall notify the employer whenever the representative's change. Emergency meetings will be scheduled as deemed necessary by management. This committee shall meet for regular meetings between 7:30 AM and 4 PM, the exact time and dates to be established by the committee. Members of the committee shall not lose regular pay for attending the meetings during normal work hours.

**Section 2.** The Employer shall replace eyeglasses and/or watches which are destroyed or damaged in the line of duty, also excessive damage to wearing apparel shall be taken under consideration by Employer for replacement, providing the damage is not the result of negligence.

### **ARTICLE 39. WORK RULES**

**Section 1. Work Rules** The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the Employer or the welfare and safety of employees.

**Section 2. Presentation to Union** Within ten (10) working days prior to publication the Employer shall submit proposed work rules, and any changes, expansions, and/or explanation of the Work Rules to the Chapter Chairperson. In the event that the Union believes a work rule is in conflict with or modifies the provisions of this Agreement, or is unjust or unreasonable, upon the publication and establishment of such rule by the Employer, the Union may file a grievance with respect thereto. This grievance would commence at Step 2 of the grievance procedure. If the Union does not grieve within ten (10) working days of publication, the Union may not grieve with respect to the work rule unless the Employer enforces the rule through disciplinary action.

**Section 3. Enforcement of Work Rules** The Employer shall uniformly and consistently enforce work rules.

**Section 4. Publication of Work Rules** Published work rules are defined as a copy being provided to each employee by the Employer.

**Section 5. Safety Devices** Employees shall use all safety devices as may be specified by the Employer.

**Section 6. Safe and Healthful Working Conditions** The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the Employer in its effort to have the employees comply with all safety, sanitation and fire regulations.

#### **ARTICLE 40. EQUALIZATION OF OVERTIME HOURS**

**Section 1.** Overtime hours shall be divided as equally as possible among employee in the same classification in their department.

**Section 2.** When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. The Employer will allocate overtime on an equitable basis among the employees who have the then present ability to satisfactorily perform the required work based on prior experience and/or training. Employees who are regularly assigned to a shift where overtime has been scheduled will have first choice of the overtime offer for that shift.

**Section 3.** The Employer shall furnish to the Union, as requested, a list of the employees who have been offered and who have worked overtime in the preceding month.

**Section 4. Nursing Department** Employees who wish to work overtime shall sign up in their respective department. A sign up sheet shall be posted, which corresponds to the current schedule. Employees shall sign up for those days and shifts which they are available to work. Employees will receive notice within 72 hours of the time they sign up whether or not the overtime is available. Overtime shall be awarded on a first come first served basis. If the overtime is not available, the employee's name shall be placed on the "available" list in the order they signed up so as to be called if the overtime later becomes available. The employer agrees to exhaust the overtime procedure prior to utilizing contract services. When overtime to be assigned is immediate (no advance notice or warning known by the employer) seniority shall be the ruling factor. Departments other than Nursing remain as current practice.

**Section 5.** Any employee who is called in and offered work on her/his day off or any employee who is scheduled for work who reports to work, shall receive at least four (4) hours pay or four (4) hours work. Exceptions to this are; 1) employee is regularly scheduled for less than four (4) hours of work that day, 2) the employee was previously notified to not report for work, or, 3) where the failure to put an employee to

work is due to an Act of God, government restriction, or any cause beyond the control of the Employer.

**Section 6.** An employee who is called in and offered work on one of his/her days off will be paid from the start of the shift if he/she punches in within one (1) hour after he/she was called to work.

**ARTICLE 41. MEDICAL/DENTAL INSURANCE**

**Section 1.** The employer agrees to offer medical coverage for the employees and their families under one of the following options:

a. **Physicians Health Plan (a Health Maintenance Organization)** offers \$10 copay for office visits, \$25 copay for emergency room, \$25 copay for urgent care facility, \$10 generic / \$15 brand prescription copay, 100% coverage for preventive services, 100% coverage for both in-patient and out-patient hospital services, 100% coverage on maternity care (pre and postnatal services & hospital services), and vision services. A mail order program for prescriptions allows for three months of prescriptions to be purchased for the cost of two copays. Full Time Students (FTS) are covered at no additional cost if employee is currently covered at Family rate (if employee is at Single or Two-party rate, then the FTS will be covered by the increase to a Two-party or Family rate) from ages 19-25, but the dependent must meet the FTS criteria. Sponsored dependents are covered at no additional cost if the employee is currently covered at Family rate (if employee is at Single or Two-party rate, then the sponsored dependent will be covered by the increase to a Two-party or Family rate), but the dependent must meet the sponsored dependent criteria. Detailed Benefit Summaries are available in Human Resources. This new split prescription copay will have an effective date of October 1, 2000.

b. **Blue Cross Blue Shield Community Blue PPO Plan I (a Preferred Provider Organization)** offers both in-network and out-of-network benefit levels with no in-network deductible and an out-of-network deductible of \$250 individual / \$500 family. Blue Vision, provided by Vision Services Plan, offers benefits which cover frames, lenses, contacts and eye exams at different benefit levels for participating and nonparticipating providers. A mail order program for prescriptions allows for three months of prescriptions to be purchased for the cost of one copay. PPO In-network benefits are: \$10 copay for office visits, \$50 copay for emergency room, \$10 copay for urgent care facility, \$10 generic / \$20 brand prescription copay, 100% coverage on preventive services, 100% coverage for both in-patient and out-patient hospital services, 100% coverage on pre and postnatal maternity care, and 100% coverage for delivery and nursery services. PPO Out-of-network benefits are: 80% coverage after deductible for office visits if medically necessary, \$50 copay for emergency room, 80% coverage after deductible for urgent care facility, \$10 generic / \$20 brand prescription copay, preventive services are not covered, 80% coverage after deductible for both in-patient and out-patient hospital services, and 80% coverage after deductible on maternity care (pre and postnatal services & hospital services). IRS dependents between the ages of 19 and 25 and sponsored dependents may be covered at an additional cost. Both types of dependents must meet specific criteria to be covered.



The employee pays the additional cost to cover an IRS dependent or a sponsored dependent. Detailed Benefit Summaries are available in Human Resources. This new product will have an effective date of October 1, 2000.

c. Payroll deductions toward insurance premiums will be deducted from the employee's second pay period ending date each month. Medical coverage shall commence when the employee attains seniority status.

At seniority, employee will pay the following for the single, two-person, or family coverage:

- Single \$15
- Two-person the difference between two-person and single coverage, plus \$15
- Family the difference between family and single coverage, plus \$20

After one year of employment, employee will pay the following for the single, two-person, or family coverage:

- Single \$15
- Two-person 25% of the difference between two-person and single coverage, plus \$15
- Family 25% of the difference between family and single coverage, plus \$20

At three years of employment, employee will pay the following for the single, two-person, or family coverage:

- Single \$15
- Two-person \$15
- Family \$20

The employee is responsible for all co-pays and deductibles set forth in 1a and 1b. Part time employees, at seniority, will pay 50% of the single, two-person, or family premiums.

d. If an employee possesses current medical insurance coverage from another source (i.e., spouse or parent), then \$75 per pay period shall be paid to the full time employee in lieu of medical coverage. Employees must provide proof of coverage and sign a waiver (available in Human Resources) before the in lieu of payment is granted. Coverage under Medicaid programs does not qualify an employee for the in lieu of payment. Only by declining medical coverage is an employee eligible for an in lieu of payment. If coverage is involuntarily lost, an employee may enroll in the group insurance after providing proof of the qualifying event, which resulted in the loss of coverage. Group benefits then become effective the first day after the loss of coverage. Also, an employee may voluntarily elect medical and dental coverage and fringe / no fringe status during the annual open enrollment period in November. Benefit changes made during the open enrollment are effective January 1 of the next year. If an employee has medical insurance coverage elsewhere, the Employer will not provide duplicate coverage. The employee will be required to select either an Employer plan or the spouse's plan. The employee cannot be covered by both the spouse's plan and the Employer's plan.

e. A Letter of Understanding exists between the Employer and the Union to convene a Special Conference to discuss carriers, products, and/or benefit levels if medical and vision premiums increase more than 20% annually.

Section 2. DENTAL COVERAGE The employer agrees to offer MetLife dental coverage via Michigan Manufacturers Association for the employees and their families.

a. The benefit levels are as follows: 100% coverage for Type A preventive services, 80% coverage for Type B basic services such as x-rays and fillings, 50% coverage for Type C major services such as crowns and dentures, and 50% coverage for orthodontia for dependent children under age 19 (lifetime maximum of \$1,000). The member maximum per year for Type A,B, and C services is \$1,000. Deductibles apply to Type B and C services (\$50 Individual and 3 times the aggregate for Family). The orthodontic benefit will be available group wide after a one-year waiting period. Detailed Benefit Summaries are available in Human Resources. This new dental benefit (Type A, B, and C) will have an effective date of October 1, 2000. Orthodontic benefits will be available October 1, 2001.

b. Payroll deductions toward insurance premiums will be deducted from the employee's second pay period ending date each month. Dental coverage shall commence when the employee attains seniority status.

At seniority, an employee will pay the following for the single, two-person, or family coverage:

- Single 100% employer paid
- Two-person the difference between two-person and single coverage
- Family the difference between family and single coverage

After one year of employment, an employee will pay the following for the single, two-person, or family coverage:

- Single 100% employer paid
- Two-person 100% employer paid
- Family 100% employer paid

The employee is responsible for all deductibles and copays set forth in 1a and 1b. If an employee declines dental insurance, the employee does not qualify for an in lieu of payment of any kind. Part time employees, at seniority, will pay 50% of the single, two-person, or family premiums.

c. A Letter of Understanding exists between the Employer and the Union to convene a special conference to discuss carriers, products, and / or benefit levels if dental premiums increase more than 20% annually.

**Section 3.** In the event an employee is on sick leave or disability leave, the premium with respect to the health insurance coverage will be paid by the employer for a period of three (3) months following the month in which such leave commenced, provided the employee has at least one (1) year of seniority. After the three (3) months paid by the employer, the employee will be allowed to continue the coverage by

reimbursing the employer, monthly, the group premium rate for the insurance until the end of the sick leave or disability leave.

**Section 4.** For Employees hired after November 17, 1993, retiree health insurance will be provided for employees who have attained fifteen (15) years of seniority.

**Section 5.** All fringe employees are eligible to participate in an IRS Section 125 governed Flexible Spending Account. The Flexible Spending Account benefit will be administered by AFLAC or another third party administrator. The cost to employees to administer this benefit is \$1.50 per participant per month. The amount of \$.75 will be deducted from the employee's first and second pay period ending date each month. The employee's flexible spending account deductions will be deducted from each paycheck. These amounts are pre-taxable. The medical spending account limit is \$1,000 and the dependent care spending account limit is \$5,000 (\$2,500 if married and filing separately). The open enrollment period for this benefit is September. Insurance "qualifying events" apply to changes in flexible spending account usage. Money not utilized at the end of the plan year will be forfeited to the employer (receipts for the plan year can be submitted as late as the first quarter of the following year). For those employees who elect flexible spending accounts, specific options apply to the use of these accounts when terminating mid-year. AFLAC insurance premiums will be deducted from each paycheck. More detailed information regarding this benefit is available in Human Resources. This new benefit will be effective October 1, 2000.

**ARTICLE 42. LIFE INSURANCE**

**Section 1.** The Employer will pay for the full cost of group life insurance of Twenty-five Thousand Dollars (\$25,000.00) with additional accidental death and dismemberment insurance of Twenty-five Thousand Dollars (\$25,000.00) when an employee attains seniority status, and shall maintain such coverage while the employee is actively employed or on layoff. This benefit will be available to all employees, both fringe and no-fringe. Voluntary (also referred to as supplemental) life insurance for an employee, an employee's spouse, and an employee's children are 100% employee paid. This insurance premium will be deducted from the employee's first and second pay period ending date each month. Only fringe employees can elect voluntary insurance. Employees who elect no-fringe status and then change to fringe status during a December open enrollment (or at any other time) are subject to medical underwriting by the insurance carrier in order to qualify for any voluntary insurance.

**Section 2.** The premium with respect to this insurance coverage will be paid for a period of three (3) months following the month in which the employee goes on sick leave or pregnancy leave, provided the employee has one (1) year of seniority.

**Section 3.** The Employer agrees to pay the full premium for group term life insurance of \$3,000 for employees who retire from the Facility's employment on or after July 3, 1982.

**ARTICLE 43. SHORT TERM DISABILITY INSURANCE**

**Section 1.** The Employer shall provide short-term disability insurance for members of the bargaining unit. Members of the union hired after 8/8/00 must have attained a minimum of one year of continuous employment in order to be eligible for the short-term disability benefit. This insurance program shall provide short-term disability benefits at sixty percent (60%) of the employee's daily base wage, commencing on the first (1<sup>st</sup>) day of injury and the eighth (8<sup>th</sup>) day of illness. The short-term disability benefit may continue for a period up to twenty-six (26) weeks after commencement. Qualifications for receiving these benefits are set forth in the terms of the short-term disability insurance. The provisions shall be governed by the terms of the insurance policy. Employees who elect no fringe status and then change to fringe status during a December open enrollment (or at any other time) are subject to medical underwriting by the insurance carrier in order to qualify for short-term disability insurance.

**Section 2.** Employees shall be permitted to short term disability insurance with sick leave benefits to the extent that they have accumulated them. Under no circumstances shall short-term disability insurance and sick leave supplement exceed one hundred percent (100%) of net pay which the employee would otherwise have received.

**Section 3.** During the time frame an employee utilizes sick leave for supplemental purposes, the current provisions contained in Article 25, Section 3, and Article 41, Section 3 shall cover him.

**ARTICLE 44. MISCELLANEOUS**

**Section 1.** Full-time employees are employees who are regularly scheduled more than eight (8) days in a fourteen (14) day pay period. Part-time employees are employees who are regularly scheduled eight (8) or less days in a fourteen (14) day period. Part-time employees shall receive fringe benefits at fifty percent (50%) of those provided to full-time employees, except that life insurance and retirement shall be as provided to full-time employees. Fringe benefits for paid time off, tuition reimbursement, and all other fringe benefits provided under the terms of this agreement shall be calculated at 50% of the full time benefit. However, fringe benefits such as medical and dental insurance shall be paid by the employee at a rate of 50% of the group premiums.

**Section 2.** All employees shall wear identification badges; the first badge to be provided by the Employer, subsequent badges shall be purchased by the employee at replacement cost.

**Section 3.** Jackson County Employee's Retirement System. As a condition of employment, all Employees shall be members of the Jackson County Employee's Retirement System. The multiplier of final average compensation shall be 2.0% of credited service. In addition, Employee contributions shall be 2.5% of payroll. The employee pension contribution will, however, be reinstated at 5.5% of payroll if pension plan funds are reduced to a level of less than 105% of the funds necessary to finance the pension plan. The Union and Employer agree to meet and discuss an increase in



employee contribution should the pension fund reduce to a level of less than 110% of the funds necessary to finance the pension plan.

a. Uniforms:

CENAs, Spec Needs/ Equip Aides & Restorative Aides	<u>Option 1</u> : White Scrub/Bottoms with Solid Blue Scrub/Top <u>Option 2</u> : Blue Scrub/Bottoms with Solid Blue Scrub/Top <u>Option 3</u> : Blue Scrub/Bottoms with Blue Patterned Scrub/Top [NO white scrub bottoms with a blue patterned scrub/top and no white scrub bottoms with white scrub/top]
Custodian I . . . . .	Pink Tops with or without white trim. White Scrub Bottoms
Custodian II. . . . .	Green Scrubsuits
Laundry. . . . .	Green Scrubsuits
Dietary . . . . .	White Scrub/Top with White or Black Scrub/Bottoms

**Section 4. Effect of Agreement** This agreement supersedes any past practice or previous agreements, verbal or written, between the parties hereto, or between any of them and any employees covered hereby.

**Section 5. Working Days** For the purpose of this agreement, working days are intended and shall be deemed as Monday through Friday.

**Section 6. Pronouns - Use of** Whenever herein reference is made to the male pronoun - he, him, his, etc. - it is intended to include reference to the equivalent female pronoun - she, her, hers, etc.

**Section 7.** In the event any sentence, clause, or phrase of this collective bargaining agreement shall be held for any reason to be inoperative, void or invalid under the laws or any decision of the Courts, the remaining portions of this agreement shall not be affected and thereby the provision(s) shall be deemed to be deleted.

**Section 8.** The Employer agrees to make fifty (50) 8 ½ x 11 copies of this agreement available to the Union.

**Section 9.** The employee shall provide the Employer with a current address and telephone number. Unlisted telephone numbers shall not be given out without employee's authorization or the Employer shall pay the cost of changing the telephone number.

**Section 10.** Supervisors may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction,

demonstration, testing or emergencies, when regular employees are unavailable to contact or are voluntarily absent.

**Section 11.** If an employee, hired after 8/8/00, voluntarily resigns or is terminated involuntarily, and they have not successfully completed one (1) continuous year of employment, they will not receive payment for accrued vacation, sick, or personal time.

**Section 12.** If an employee voluntarily resigns after one (1) continuous year of employment, they will be paid for accrued vacation, sick and personal time if they provide two (2) weeks written notice and they have no unplanned absences or occurrences, unless verified by a physician, during the full two (2) week notice period.

**Section 13. Tuition Reimbursement** Any employee who has at least one (1) year's seniority who takes a course of study that is directly related to the functions of a health care facility, upon satisfactory completion of course with at least a C average, shall be reimbursed 100% total tuition fee. The course must be pre approved by the Administrator and the employee must show proof of enrollment.

**Section 14.** The Employer agrees to provide the Union copies of any changes to the job descriptions 15 days prior to implementation.

**Section 15.** In the event of a change in the funding structure for the Employer by a legislative or regulatory body, management shall have the right to reopen contract negotiations in order to ensure the financial viability of the organization.

**ARTICLE 45. WORKER'S COMPENSATION**

**Section 1.** Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to his Worker's Compensation income an amount to be paid by the Employer as follows:

- a. An employee will net an amount equal to eighty-five percent (85%) of the employee's weekly gross pay based on forty (40) hours.
- b. The following limitations shall apply to this payment:
  - 1. If an employee has accumulated sick leave, sick day dollars shall account for fifty percent (50%) of the above supplement until employee's sick leave is exhausted.
  - 2. Employees with seniority of one (1) year or less shall be entitled to receive the supplement for a period of one (1) year.
  - 3. Employees with seniority of one (1) to five (5) years shall be entitled to receive the supplement for a period equal to their seniority at the time of injury.
  - 4. No employee shall receive the supplement for a period beyond five (5) years per injury claim, regardless of seniority.

**Section 2.** Effective July 3, 1982, all employees receiving one hundred percent (100%) Worker's Compensation supplement pursuant to the Letter of Understanding between the parties shall continue to receive same unless (1) they have been returned to work. For those employees who are subject to (1) or (2), they shall no longer receive one hundred percent (100%) Worker's Compensation supplement unless they reinjure or re-aggravate the injury for which one hundred percent (100%) Worker's Compensation supplement was paid. Should employees re-injure or re-aggravate such an injury, they shall be required to serve a two (2) week re-qualification period before they would again qualify for the one hundred percent (100%) Worker's Compensation supplement.

**Section 3.** Effective July 3, 1982, all employees receiving an eighty-five percent (85%) Worker's Compensation supplement since the amendment of the collective bargaining agreement (July 3, 1978) will continue to receive same unless (1) they have been returned to work by a physician; or (2) they are subsequently returned to work. For those employees who fall under (1) or (2), they shall no longer receive the eighty-five percent (85%) Worker's Compensation supplement unless they re-injure or re-aggravate the injury for which the eighty-five percent (85%) Worker's Compensation supplement benefit was paid. Should employees re-injure or re-aggravate such an injury, they shall be required to serve a two (2) week re-qualification period before they would again qualify for the 85% Worker's Compensation supplement, as limited by Article 44. A (b).

**Section 4.** For all other employees, the Worker's Compensation supplement will be eliminated.

**Section 5.** It is agreed between the Employer and the Union, that when a documented injury reoccurs it will be mailed to the worker's compensation insurance representative for consideration by the close of the following business day after receipt of the attending physician's statement of employee's disability.

**Section 6.** The Employer will provide the employee with a copy of the medical report from the physician upon request. If the employee consents, a copy shall be given to the Chapter-Chair.

#### **ARTICLE 46. DRUG-FREE WORKPLACE ACT STATEMENT**

**Section 1.** The Employer recognizes the importance of maintaining a safe, efficient and healthful workplace as well as the responsibility to provide assistance to its employees to the extent possible.

**Section 2.** While the Employer recognizes that drug addiction and alcoholism are illnesses and that those suffering from these diseases need treatment, it also recognizes that addiction can pose serious risks to the health and safety of the public, the employee and his/her co-workers. In addition, it can have a detrimental impact on

co-workers and the public's confidence in the Employer. Therefore, it is the policy of the employer to maintain a drug-free workplace.

**Section 3. POLICY**

- a. The employer absolutely prohibits the unlawful manufacture, distribution, use consumption, sale, purchase, transfer, or possession of any illegal drug by any employees during working hours or while on the premises.
- b. In addition, employees are strictly prohibited from being under the influence of alcohol during working hours or while on the premises and from possessing opened or unsealed containers containing alcohol during working hours or on the premises.

**Section 4. Definition of Drugs**

- a. "Illegal drugs" are defined for the purposes of this policy as any drug that is either not legally obtainable or is legally obtainable, but has not been legally obtained. The term "Illegal Drugs" includes prescribed drugs not legally obtained, prescribed drugs being used by a person other than the prescription holder, prescribed drugs not being used for prescribed purposes, and controlled substances, such as marijuana, cocaine and other substances defined in Schedules I through V of Section 202 of the Controlled Substance Act (231 U.S.C. 812).
- b. Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee's work ability, job performance, the safety of others in the workplace or the health and safety of the public.
- c. The policy does not apply if: (i) the drug is prescribed or authorized for the employee using or possessing it by a medical practitioner while acting in the course of his/her professional practice; (ii) the drug is used by the employee at the prescribed or authorized dosage level; and (iii) such level is consistent with the safe performance of the employee's duties.

**Section 5. Criminal Violations**

- a. If an employee is convicted of violating any criminal drug statute, which violation occurred on Employer premises, the employee must inform Employer within five (5) working days of the conviction. The duty to report any such conviction is a condition of continued employment and any employee who fails to do so may be subject to disciplinary action, up to and including discharge.
- b. Any employee so convicted may be disciplined or required to satisfactorily participate in drug abuse assistance or rehabilitation program. The decision to impose discipline or require attendance in an assistance or rehabilitation program will be at the sole discretion of Employer.

**Section 6. Employee Assistance**

- a. Employer will work with employees suffering from drug or alcohol abuse or other personal/emotional problems in receiving the assistance necessary to overcome their difficulty.

- b. Any employee seeking such assistance is encouraged to meet with his/her supervisor or the Human Resources Manager to discuss the situation before problems occur in the workplace. The management representative will treat any disclosures made by an employee as strictly confidential.

**Section 7. Drug-Free Awareness Program**

- a. The Employer has information for your review with regard to the dangers of drug abuse in the workplace. If you desire any information concerning drug abuse or the impact which drugs may have on individuals, you may obtain this information at any time during normal work hours from the Human Resources office.

**Section 8. Disciplinary Action**

- a. Violation of this policy can result in disciplinary action, up to and including discharge.

**ARTICLE 47. APPENDICES**

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

Appendix A – Assigning Mandatory Overtime

Appendix B – Letter Of Understanding Regarding Cena Assistant Classification

Appendix C – Letter Of Understanding Regarding Health Insurance Premiums

**ARTICLE 48. SUCCESSOR CLAUSE**

This agreement shall be binding upon the Employer's successor, whether such succession is 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 49. TERMINATION AND MODIFICATION**

**Section 1.** This agreement shall continue the present agreement with the above modification and shall be effective April 1, 2000 and continue in full force and effect until 11:59 p.m. on March 31, 2003.

**Section 2.** If either party desires to terminate this agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.



**Section 3.** If either party desires to modify or change this agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment to this agreement has been given in accordance with section 2, either party upon ten (10) days written notice of termination may terminate this agreement. Any amendments that may be agreed upon shall become a part of this agreement without modifying or changing any of the other terms of this agreement.

**Section 4.** Notice of Termination or Modification If either party of this agreement desires to terminate or modify the agreement, notice must be provided in writing and shall be sufficient if sent by certified mail addressed to the Union, to Council #25, Lansing, Michigan, or to the Employer, addressed Jackson County Medical Care Facility, 1715 Lansing Avenue, Jackson, Michigan 49202-2198, or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 50. NO FRINGE CENAs**

**Section 1.** New or present CENAs may elect to work without fringe benefits. If a CENA elects to relinquish the fringe benefits, he/she will NOT receive:

- |                                 |                          |                    |
|---------------------------------|--------------------------|--------------------|
| Medical Insurance               | Voluntary Life Insurance | Dental Insurance   |
| Short Term Disability Insurance | Paid Vacation            | Paid Sick Days     |
| Paid Personal Business Days     | Paid Holidays            | Paid Funeral Leave |
| Flexible Spending Accounts      | Tuition Reimbursement    |                    |

**Section 2.** Membership in the County Retirement System cannot be waived.

**Section 3.** They will pay union dues or representative fees, and have all rights under the contract except for the above benefits

**Section 4.** They will be scheduled to work a minimum of six (6) days per pay period (including standard weekend schedules). They may schedule ten (10) vacation days off without pay after one year of employment.

**Section 5.** They will receive time and one half for working over 8 hours in a day or eighty (80) hours in a pay period and if they work Independence Day, Thanksgiving, or Christmas Day.

**Section 6.** CENAs will have the option of either type of employment - with fringes or without fringes. They may elect to change their status during the November open enrollment period. Changes are effective January 1 of the next year and remain in effect for the remainder of the year. It is the responsibility of the employee to inform Human Resources of their intent to change status by December 1st. Any accrued benefits (sick, vacation, PBD) will be frozen until such time as the CENA elects fringe status or upon termination of employment. Part-time no fringe CENAs may opt for benefits when accepting a permanent full time position.

**ARTICLE 51. CLASSIFICATIONS AND RATES**

- I = CENA Assistant
- II = Dietary Aide, Laundry Aide, Custodian I
- III\* = Custodian II, , Inventory Control, Cook, Laundry Operator
- IV = CENA, Special Needs/Equipment Aide
- V = Restorative Aide

\*Grandfather current Laundry Operator Position (Washing Machine Operator). Revise job description of Laundry Aide and eliminate Laundry Operator Position through attrition.

**WAGES:**

**Section 1.** There shall be a wage increase for members of the bargaining unit for the first year of the collective bargaining agreement (April 1, 2000 - March 31, 2001) as defined in the attached wage schedule.

**Section 2.** The parties agree that for calendar years 2001, 2002 and 2003 an amount equal to the wage pass-through, if adopted by the Michigan Legislature, shall be provided to members of Local 139 minus those monies reserved by the Facility as administrative fees. If the Michigan Legislature does not adopt a wage pass-through for 2001 of at least forty (40) cents/hour, then a forty (40) cents/hour across-the-board increase shall become effective for members of the bargaining unit effective January 1, 2001. Likewise, should there be no wage pass through adopted by the Michigan Legislature for 2002 or 2003, then a forty (40) cents/hour across-the-board wage increase shall be effective for members of the bargaining unit, effective January 1, 2002 and January 1, 2003, respectively. The facility reserves the right not to apply for the wage pass through but agrees to provide wage increases equal to an adopted wage pass through if it is greater than forty (40) cents/hour.

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AFSCME 139								
Wage Schedule effective with Pay Period beginning 7/31/2000								
Classification	Shift	Start	90 Days	18 Months	3 Years	5 Years	10 Years	15 Years
CENA Special Needs/ Equipment Aide	1st	9.00	9.50	9.88	10.04	10.10	10.30	10.45
	weekend	9.50	10.00	10.38	10.54	10.60	10.80	10.95
	2nd / 3rd	9.50	10.00	10.38	10.54	10.60	10.80	10.95
	weekend	10.00	10.50	10.88	11.04	11.10	11.30	11.45
Restorative Aide	1st	9.25	9.75	10.13	10.29	10.35	10.55	10.70
	weekend	9.75	10.25	10.63	10.79	10.85	11.05	11.20
	2nd / 3rd	9.75	10.25	10.63	10.79	10.85	11.05	11.20
	weekend	10.25	10.75	11.13	11.29	11.35	11.55	11.70
Custodian I Dietary Aide Laundry Aide	1st	8.60	9.10	9.48	9.64	9.70	9.89	10.05
	weekend	9.10	9.60	9.98	10.14	10.20	10.39	10.55
	2nd / 3rd	9.10	9.60	9.98	10.14	10.20	10.39	10.55
	weekend	9.60	10.10	10.48	10.64	10.70	10.89	11.05
Custodian II WM Operator Cook Inv. Control	1st	8.89	9.40	9.63	9.88	10.05	10.24	10.41
	weekend	9.39	9.90	10.13	10.38	10.45	10.74	10.91
	2nd / 3rd	9.39	9.90	10.13	10.38	10.45	10.74	10.91
	weekend	9.89	10.40	10.63	10.88	10.95	11.24	11.41
No Fringe CENA	1st	9.00	11.42	11.88	12.04	-	-	-
	weekend	9.50	11.92	12.38	12.54			
	2nd / 3rd	9.50	11.92	12.38	12.54	-	-	-
	weekend	10.00	12.42	12.88	13.04			
CENA Assistant	1st	5.82	-	-	-	-	-	-
	weekend	6.32	-	-	-	-	-	-

January 1, 2001: forty (40) cents/hour or an amount equal to the wage pass thru

January 1, 2002: forty (40) cents/hour or an amount equal to the wage pass thru

January 1, 2003: forty (40) cents/hour or an amount equal to the wage pass thru

\*In the event the Legislature adopts a wage pass thru the facility will provide a wage increase equal to the amount adopted. The facility reserves the right not to apply for the wage pass through but agrees to provide wage increases equal to an adopted wage pass through if it is greater than forty (40) cents/hour.

## APPENDIX A

### Assigning Mandatory Overtime

The purpose of this "revised" procedure is to encourage staff to volunteer to work overtime so that mandation becomes less necessary. To this end, all overtime worked by staff is highly appreciated.

There will be two master lists. One will be kept in the department supervisors office with the exception that nursing's will be kept in the Systems Manager's office. The other will be kept in the employee break room. By checking the list in the break room, employees can see when their turn to work overtime is coming up.

When an employee volunteers or is mandated to work overtime, he/she is responsible for writing in the date, number of hours, and initial on the form in the employee break room. The supervisor or Systems Manager (nursing only) will do the same on the form kept by the department head or designee. If discrepancies occur, the two forms will be compared and daily schedules and individual time records can be consulted if necessary. When mandatory overtime is assigned, it must be worked to avoid disciplinary action up to an including discharge. If management is found to have made an error, the employee will be awarded one (1) extra overtime credit.

Mandatory overtime will no longer be assigned based on seniority, but on the least number of overtime hours worked. Employees can decrease their chances of being assigned mandatory overtime by volunteering to work overtime. Those with a greater number of overtime hours worked will be less likely to be mandated. Conversely, employees with the least number of overtime hours worked will have an increased chance of being mandated. When mandatory overtime is necessary, the employee who is in the building who has the least number of overtime hours worked among the staff in the building, will be chosen to work the mandatory overtime.

Mandatory overtime is assigned only in emergencies when staffing has dropped to dangerous levels, there are no volunteers, and agency staff is not available. Management reserves the right to define emergencies and dangerous levels.

**APPENDIX B**

**Letter of Understanding**

Between Jackson County Medical Care Facility ("Employer") and  
American Federation of State, County Municipal Employees  
Local 139 ("Union")

April 1, 2000 – March 31, 2003

It is agreed that a new classification will be established which will be titled "CENA Assistant." This position will be represented by AFSCME Local 139 as per the existing Collective Bargaining Agreement between the Employer and Union, excluding Article 28 Sections 2 and 4 "Work Hours, Week, Shift."

The hourly rate of \$5.82 applies to all stages of CENA Assistants listed below:

<b>Probationary, NOT in Employer CENA class</b>	<b>Probationary, in Employer CENA Class 1<sup>st</sup> Day – Last day of Week 1</b>	<b>Probationary, in Employer CENA Class 1<sup>st</sup> day Week 2 – Last day of Week 2</b>
<b>CENA Assistant at Seniority Status NOT in Employer CENA class</b>	<b>CENA Assistant at Seniority Status in CENA Class – 1<sup>st</sup> day – Last day of Week 1</b>	<b>CENA Assistant in Seniority Status in CENA Class 1<sup>st</sup> day Week 2 – Last day of Week 2</b>

Any CENA Assistant who does not complete Employer CENA Class shall be reinstated to available CENA Assistant position at employer's discretion. The wage of \$5.82/per hour will not be subject to any negotiated wage increases. However, if minimum wage rises above \$5.82/per hour then the CENA Assistant hourly rate will be \$0.05 more than minimum wage.



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After CENA Assistants complete CENA Class, they will enter the CENA Wage Scale of Appendix B of the Collective Bargaining Agreement as follows:

CENA Assistants who are still on probation at the end of Employer CENA Class will enter wage scale at "Starting Pay" rate and will progress from there according to Appendix B between Employer and Union.

CENA Assistants who are at Seniority Status at the end of the Employer CENA Class will enter the wage scale at "After Probation" rate and will progress from there according to Appendix B of the Collective Bargaining Agreement between Employer and Union.

#### **Trial Period**

CENA Assistants, at the end of the Employer CENA Class shall have a 45 day trial period to establish their ability to perform the work of a CENA regardless of their seniority status. The trial period may be extended up to 15 working days upon written mutual agreement of the Employer and employee affected. The Union shall be provided a copy of each agreement by the Employer. The trial period shall be independent of the Facility Probationary Period as set forth in Article 13 "Seniority – Probationary Employee" of the Collective Bargaining Agreement between the Employer and Union. In the event an employee feels uncomfortable (or personally feels inadequate) in his new position and/or work assignment during the trial period, he shall have the right to return to his previous position. In the event an employee is found to be unable to perform the work required during the trial period, he shall return to his prior position.

#### **Breaks**

One break, not to exceed 15 minutes may be taken for every 4 hours worked. Breaks shall be staggered to accommodate resident care and efficient operation.

#### **Restricted Duty**

If the event arises, there will be 1 restricted duty CENA Assistant position on 1<sup>st</sup> Shift, 1 on 2<sup>nd</sup> Shift, and 0 on 3<sup>rd</sup> Shift. The Restricted Duty Policy dated August 31, 1998 will govern such circumstances.

**Re-evaluation**

The Employer or Union may request a Special Conference to discuss this agreement.

**APPENDIX C**

**Letter of Understanding**

Between Jackson County Medical Care Facility ("Employer") and  
American Federation of State, County Municipal Employees  
Local 139 ("Union")

The Union and Employer both recognize the impact of rising Health Care Insurance costs on the employer and employees. Therefore, the parties agree that if Health Insurance premiums increase by 20% or more, to meet in Special Conference. The parties agree to explore carriers, projects, and/or benefit levels in order to reduce the cost.

The parties agree that no changes can be implemented without reaching a mutual agreement that is ratified by the Union membership and Board of Directors.

COPY

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CHAPTER OF LOCAL NO. 139,  
AFFILIATED WITH MICHIGAN  
COUNCIL 25

JACKSON COUNTY FAMILY  
INDEPENDENCE AGENCY  
BOARD OF DIRECTORS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____