

**COPY**

**AGREEMENT**

*Between*

**JACKSON COUNTY FAMILY INDEPENDENCE AGENCY**

**BOARD OF DIRECTORS**

**JACKSON COUNTY MEDICAL CARE FACILITY**

*And*

**JACKSON COUNTY MEDICAL CARE FACILITY**

**EMPLOYEES UNIT LOCAL 2098A**

*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*

TABLE OF CONTENTS

COPY

<b>ARTICLE</b>		<b>PAGE</b>
	AGREEMENT .....	4
1.	PURPOSE.....	4
2.	DEFINITIONS .....	4
3.	RECOGNITION.....	5
4.	UNION REPRESENTATION, DUES AND FEES .....	5
5.	EMPLOYER AND UNION RESPONSIBILITY .....	8
6.	SENIORITY .....	9
7.	LAY-OFFS .....	11
8.	VACANT POSITIONS .....	12
9.	GRIEVANCE PROCEDURE .....	14
10.	WORK RULES .....	16
11.	DISCIPLINE .....	17
12.	COUNSELING .....	19
13.	HOURS .....	19
14.	OVERTIME .....	21
15.	WAGES.....	22
16.	HEALTH & LIFE INSURANCE & FLEXIBLE SPENDING ACCOUNTS .....	23
17.	PENSION .....	27
18.	LEAVES OF ABSENCE .....	27
19.	UNION BUSINESS .....	28
20.	SICK LEAVE .....	28

21. FUNERAL LEAVE ..... 30

22. DISABILITY LEAVE ..... 30

23. ANNUAL LEAVE (VACATION) ..... 31

24. PERSONAL LEAVE ..... 33

25. JURY DUTY AND COURT LEAVE ..... 34

26. MILITARY LEAVE ..... 35

27. HOLIDAYS ..... 36

28. SHORT TERM DISABILITY INSURANCE ..... 37

29. GENERAL PROVISIONS ..... 38

30. NO FRINGE LPNs ..... 40

31. TUITION REIMBURSEMENT ..... 41

32. DURATION ..... 41

33. DRUG FREE WORKPLACE ACT STATEMENT ..... 42

34. WAGE INCREASES ..... 43

35. WAGE SCHEDULE ..... 44

APPENDIX A LETTER OF UNDERSTANDING REGARDING HEALTH  
INSURANCE PREMIUMS ..... 45

APPENDIX B LETTER OF UNDERSTANDING REGARDING TUITION  
REIMBURSEMENT FOR NO FRINGE EMPLOYEES ..... 47

**AGREEMENT**

This agreement, made and entered into as of the 24<sup>th</sup> day of October, 2000, by and between the JACKSON COUNTY FAMILY INDEPENDENCE AGENCY BOARD OF

DIRECTORS (d.b.a.) Jackson County Medical Care Facility, of the County of Jackson, State of Michigan, (hereinafter referred to as "Employer") and its employees recognized hereunder as being represented by UNIT A OF LOCAL 2098 AND MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

**ARTICLE 1. PURPOSE**

**Section 1.** 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, employees and the union.

**Section 2.** 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 Jackson County Family Independence Board of Directors and AFSCME Local 2098A encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 2. DEFINITIONS**

**Section 1.** EMPLOYER For the purpose of this agreement, the word "employer" means the Jackson County Family Independence Agency Board of Directors (d.b.a.) Jackson County Medical Care Facility, County of Jackson, State of Michigan.

**Section 2.** EMPLOYEE For the purpose of this agreement, the word "employee" means all employees of the above-mentioned Chapter (Unit A), unless excluded in the recognition clause of this agreement.

a. Full-time Employees Employees who are regularly scheduled at least sixty-four (64) hours per eighty (80) hour pay period.

b. Part-Time Employees Employees who are regularly scheduled to work no more than sixty-three (63) hours per eighty (80) hour pay period.

c. Temporary Employees Employees who are regularly scheduled to work, but such employment may not exceed one hundred (100) calendar days. In the event that a temporary is promoted to a full-time or part-time employee, his/her time worked as a temporary employee shall count towards establishing seniority status.

d. Casual Employee Employees who are called to work as needed by the employer.

**Section 3.** UNION For the purpose of this Agreement, the word "union" as used herein, means Unit A of Local #2098 and Michigan Council #25, AFSCME, AFL-CIO.

**Section 4.** IMMEDIATE FAMILY For the purpose of this agreement, "immediate



family" means the employee's current spouse, children, step-children, foster children, parents, step-parents, grandparents, foster grandparents, foster parents, brothers, step-brothers, sisters, step-sisters, grandchildren, current parents-in-law and any other person for whom financial or physical care is the employee principal responsibilities.

**ARTICLE 3. RECOGNITION**

**Section 1.** The employer, a public employer under the Public Employment Relations Act of 1947 PA 336, and herein referred to as PERA, hereby recognizes the union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this agreement. This includes all employees working for the Employer excluding the following:

- a) Elected officials, department supervisors, professional employees, supervisors, managerial employees, confidential employees, payroll clerk and registered nurse;
- b) Employees represented by Local 139 of AFSCME at the Jackson County Medical Care Facility
- c) Employees represented by the International union of Operating Engineers, Local No. 547 at the Jackson County Medical Care Facility
- d) Temporary and casual employees

**ARTICLE 4. UNION REPRESENTATION - DUES AND FEES**

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

**Section 2. UNION AND NON-UNION MEMBERSHIP** All employees shall elect whether to voluntarily be a union member or voluntarily pay a representation fee. The employer and union agree that they will not discriminate, as set forth above, against any employee in regard to hire terms or conditions of employment in order to encourage or discourage union membership.

**Section 3. UNION ACCEPTANCE OF MEMBERSHIP** The union agrees to

accept into membership all employees who apply for union membership. Payment of union dues and fees uniformly required is a condition of union membership and a condition of continued employment.

**Section 4. ELECTION OF MEMBERSHIP** Within thirty-one (31) days from the date of employment, or within thirty-one (31) days from the date this agreement is executed, whichever is later, each employee shall elect whether or not to apply for union membership.

a) **ELECTION FOR UNION MEMBERSHIP** Employees who elect to join the union shall execute membership and dues authorization cards required by the union.

b) **ELECTION AGAINST UNION MEMBERSHIP** Employees who elect not to join the union shall execute the representation fee authorization card.

**Section 5. DEDUCTION OF FEES** The employer shall deduct from the first pay period of each month union dues and fees or the representation fee as authorized by each employee. The pay period ending date determines which month the pay period is in.

**Section 6. DISCHARGE FOR NON-PAYMENT** Employees who fail to remain union members, or who fail to pay the representation fee, shall be discharged by the employer within thirty (30) days after receipt of a 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 7. NOTICE OF NEW HIRES** The employer will furnish to the union a list of all new hires at the end of each pay period.

**Section 8. NOTICE OF TERMINATION OF SENIORITY** In the event employees seniority is terminated, the employer shall notify the union following the end of the month in which termination of seniority took place.

**Section 9. BARGAINING COMMITTEE** A bargaining committee of not more than three (3) members shall represent employees, to be composed of employees of the Employer. The Employer agrees to pay bargaining committee members for the time lost from regular work during collective bargaining sessions. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made to all bargaining sessions during their regular work hours. Bargaining committee members shall notify their department supervisors when they intend to be absent in order to attend collective bargaining sessions. The union president shall be entitled to attend all collective bargaining sessions without pay, however, in the event the president is a member of the bargaining committee, the president shall serve with pay.

**Section 10. UNION STEWARDS** The union shall be entitled to two (2) stewards per shift to represent employees at the Jackson County Medical Care Facility. Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to the Employer premises for purposes of investigating and adjusting any complaints and grievances, and to arrange with the respective department supervisors to visit such premises during regular working hours. In no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the department. The Employer premises may be used for grievance interviews. Stewards shall investigate and present the grievance to the department supervisors through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the department supervisor and give reasonable time to adjust for the absence during such periods while they are investigating or processing grievance procedures.

**Section 11. SPECIAL MEETINGS** Special meetings of urgent or compelling nature, concerning health and safety or other items in which time is important for both parties, may be called by either party and the parties shall endeavor to meet within seven (7) days time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the union does not submit an agenda or the employer does not submit an agenda, no such meeting shall be held. Employees will be paid for time lost from regular working hours at such meetings. Meetings shall consist of two (2) representatives from the union, two (2) representatives from the employer, and the staff representative of the council.

**Section 12. 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 2098A 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. EMPLOYER AND UNION RESPONSIBILITY**

**Section 1.** The employer hereby reserves and retains unto itself all power, 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 is vested exclusively with the employer. The employer reserves its right to all management and administrative 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 the Employers business and of the employees of the Employer. The authority of management by the employer shall include, among others, the right to hire new employees, to direct the work force, to discipline, suspend or discharge for just cause, to establish classifications, to layoff of employees because of lack of work or the elimination of departments, to determine starting and quitting time and shift schedules, to combine or split up

departments, to establish overtime hours to be worked, to establish functions to be performed, to establish methods of recording work hours of the employees (other than by use of time clocks), and to establish standards of quality, all of which shall be subject to and shall be in conformity with the applicable expressed 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. The employer retains any powers or authority of the employer that are not abridged, delegated or modified specifically by this Agreement.

**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 service rendered by Employer 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 any 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 2098A Union President or, if designated, the area steward the opportunity to meet with new bargaining unit 2098A 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 6. SENIORITY**

**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 one hundred eighty (180) calendar days from the date of hiring.

**Section 2.** EXTENSION OF PROBATIONARY PERIOD The probationary period may be extended once for not more than thirty (30) calendar days upon the mutual written agreement of the employer and the 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 activities.

**Section 4. WAIVER OF PROBATIONARY PERIOD** The employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the union shall be notified in writing.

**Section 5. SENIORITY STATUS** Upon successful completion of the probationary period, or upon waiver of the probationary period by the employer, the employee shall have seniority status.

**Section 6. SENIORITY DATE** Each employee's seniority date is his/her hire date.

**Section 7. ANNIVERSARY DATE** Each employee's anniversary date shall be one-year intervals from the hiring date.

**Section 8. HIRING DATE** Each employee's hiring date is the first day of work for the employer as a temporary or regular in continuous full-time or part-time employment.

**Section 9. SENIORITY LIST** The employer shall prepare and maintain a seniority list, which shall list the name, classification, and anniversary date of each employee with seniority status. The employer shall submit the seniority list to the union prior to July 15 and December 30 of each year. A seniority list shall be posted in each department.

**Section 10. APPLICATION OF SENIORITY** The employer agrees to recognize and apply the principle of seniority as follows:

a) **Departmental Seniority** Departmental seniority shall be defined as all time spent filling a permanent position within a department and shall be retroactive to date of hire after completion of the probationary period. In the event that management decides to reassign health unit coordinators to units other than their current assignment, consideration shall be given to employee's preference and department seniority while the final decision as to reassignment shall remain with the Employer.

b) **Unit-Wide Seniority** Unit-wide seniority shall be defined as all time spent working with the bargaining unit at the Employer and shall be retroactive to date of hire after completion of the probationary period.

c) **County-Wide Seniority** There shall be no county-wide seniority except that employees hired in Unit A shall retain their accrued Unit B, C, D, or Employer seniority (length of service from last day of hire) for purpose of fringe benefit computation.

**Section 11. SUPERSENIORITY OF UNION REPRESENTATIVES** The Chairperson of and the Secretary of the Chapter shall be entitled, in the event of lay off,

notwithstanding their position on the seniority list, to be continued at their work as long as there is a job in their department or in other departments with employees under this Agreement in which they can perform either on the basis of their past qualifications, having held the positions, their experience, training and physical, educational or technical qualifications. The stewards shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their department as long as work is being performed in their particular department or other departments under their jurisdiction where other employees are working. Similarly, in the event they are laid off, they shall be recalled to work in the event of lay off on the first open job in the department which they can perform within their established classification.

**Section 12. LOSS OF SENIORITY** An employee shall lose his/her seniority rights for the following reasons (all time periods set forth in subparagraphs (b), (c), and (d) may be waived if the employee provides a legitimate excuse acceptable to the employer for failure to notify or report within the time required, which shall be subject to grievance procedure):

- a) The employee quits or is discharged for cause.
- b) The employee is absent for three (3) consecutive working days without good cause and without notifying the employer and obtaining a leave of absence. The employer will issue a termination notice in such case.
- c) An employee who is notified by personal notice, e.g., telephone or personal communication, to report for work and fails to report for five (5) working days after he/she was notified of the recall, or in the event notice is given by telegram or registered or certified mail, and sent to the employees last known address on record with the employer, and the employee fails to report for work for five (5) days following the time he/she was supposed to report for work, based on the postmark of this notice, then in such event he/she shall be considered to have quit. Notice will be given the union in the event of the employee's failure to report within the required time.
- d) The employee fails to report back within three (3) days following the expiration of a leave of absence, vacation or holiday.
- e) Falsification of reasons for leaves of absence or statements on the employee's application. This shall not apply to false statements made over two (2) years ago.
- f) An employee with less than one (1) year of seniority will lose his seniority if he/she is laid off for a period equal to the length of time of his seniority. Employees with more than one (1) year of seniority will lose their seniority if laid off for continuous period equal to their seniority acquired at the time of layoff or for a period of 18 months, whichever is longer.

**Section 13. SENIORITY STATUS / MILITARY SERVICE** An employee actively serving in the armed forces of the United States shall not lose his seniority status upon release from service under honorable conditions. He/she shall be re-employed by the employer under the provisions of the Universal Military Training and Service Act provided he/she reports for work within ninety (90) days after such release from training, in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the employer will review his case with the union

as to whether or not he/she should be re-employed. The employer agrees to comply with all provisions of the statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

**ARTICLE 7. LAYOFFS**

**Section 1. TEMPORARY LAYOFF** A temporary layoff is a layoff for a period of five (5) days or less.

**Section 2. PERMANENT LAYOFF** A permanent layoff is a layoff 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 bargaining unit.

**Section 3. LAYOFF PRIORITIES** In the event of a permanent or temporary layoff employees will be laid off in the following order within their department:

- a) Casual Employees
- b) Temporary Employees
- c) Co-op
- d) Probationary Employees
- e) Part-time Employees
- f) Full-time Employees

**Section 4. LAYOFF NOTIFICATION** In the event of a temporary or permanent layoff, employees shall be notified, in writing, by the employer at least five (5) days prior to the layoff. The union shall be given a list of such laid off employees at the same time.

**Section 5. LAYOFF PROCEDURE** In the event of either a temporary or permanent layoff, bargaining unit employees shall be laid off by departmental seniority within classifications subject to Section 6 below.

**Section 6. BUMPING**

a) Employees on temporary layoff may not exercise their seniority rights to bump into other classifications.

b) In the event of a permanent layoff, employees notified of layoff shall be allowed to bump into a position in another classification. Priority of bumping shall be:

- 1) Into another classification at the same pay level
- 2) Into another classification at the next lower pay level
- 3) Into another classification at any lower pay level.

c) The least senior employee in the classification shall be bumped. Employee notified of layoff shall be allowed to bump into classifications set forth in b) above provided they either held the position previously or have the qualifications, experience and training required to immediately fill the position.

d) The employee may elect to waive bumping rights and accept the layoff, in writing, to the chapter chairperson and the Human Resources Director.

**Section 7. RECALL** Recall of an employee to a position from which there has been layoff shall be applying the procedure set forth in Sections 3 and 5 above.

**Section 8. NOTICE OF RECALL** Notice of recall shall be made by telephone, by telegram, or by registered or certified mail. In the event of a telephone notice, the steward shall be present.

## **ARTICLE 8. VACANT POSITIONS**

**Section 1. VACANT POSITIONS** A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is right-fully discharged, is transferred, or is granted a leave of absence exceeding ninety (90) calendar days.

**Section 2. TEMPORARY VACANT POSITIONS** A temporary vacant position exists when an employee is absent from his/her position for any number of consecutive two hour intervals, which do not exceed ninety (90) calendar days.

**Section 3. FILLING TEMPORARY VACANT POSITIONS** The employer may fill a temporary vacant position by transferring the senior qualified employee within the department and, if none are available, the position may be filled with a temporary employee for a period not to exceed ninety (90) calendar days.

**Section 4. EFFECT ON LAYOFF ON FILLING VACANT POSITIONS** There will be no intra-departmental promotions or transfers whenever there are employees on layoff who have the qualifications, ability, and training necessary to fill the vacant position and the recall provision of the layoff procedure shall apply.

**Section 5. FILLING VACANT POSITIONS** Vacant positions shall be filled by the most senior applicant within the unit if qualifications, ability to perform the job and matters such as experience, training, education, physical and technical qualifications required are equal.

a) **No Seniority** In the event that no employee from the Unit or no one from Units B or C who has seniority and is currently in a lower classification applies for the vacant position and is qualified, the employer may fill the vacant position at its pleasure.

**Section 6. VACANT POSITION POSTING** Position vacancies shall be posted over the signature of the Administrator or designee five (5) working days from the time they



become vacant and the steward shall receive a copy of all posting at the time they are posted. The Employer shall fill the vacancy following the posting within a reasonable time unless it elects through the Jackson County Family Independence Agency Board of Directors not to fill such vacancy. If the Facility decides to post a position and then determines not to fill it, the Chapter chair will be notified in writing within twenty (20) calendar days after the end of the posting period.

**Section 7. APPLICATION FOR VACANT POSITIONS** An employee desiring to be transferred to the posted vacant position shall make written application to the person who signed the vacant position posting.

**Section 8. TRIAL PERIOD**

a) 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 thirty (30) working days upon the written mutual agreement of the department supervisor and employee affected and 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 ten (10) working days trial period, he/she shall have the right to return to his previous position.

b) In the event an employee is found to be unable to perform the work required, the employee shall be returned to his/her prior position, and the employer may transfer or employ the next eligible applicant to the vacant position without re-posting the vacant position.

c) 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 waived by the employee's department supervisor.

**Section 9. RATE OF PAY/PROMOTIONS** Employees promoted to a higher classification shall enter the wage progression of the higher classification at the level reflected by their current seniority.

**Section 10. RATE OF PAY/TRANSFERS** Employees transferred to a temporary vacant position shall be paid the rate of pay of that position, based on their current seniority, for their current classification or the classification of the temporary vacant position, whichever is higher.

**Section 11. RATE OF PAY/NEW EMPLOYEES** If a vacant position or temporary vacant position is filled with a new employee with prior experience, the employer may commence his/her pay progression at the 18-month step. If this is done, the chapter chairperson shall be notified in writing.

**ARTICLE 9. 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 employee 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 last answer 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 mutual consent of the parties.

**Section 4. EXTENSION OF TIME PERIODS** The parties may extend the time periods within the grievance procedure by mutual written agreements.

**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 prior to the pay period preceding the filing of a grievance.

**Section 7. MEETINGS CONCERNING GRIEVANCES** The union representatives shall meet at reasonable times with representatives of the employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union members and representatives shall attend such meetings with pay.

**Section 8. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING** 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** An employee having a grievance shall present it, with the steward, verbally to his/her Department Supervisor or Director of Nursing or Associate Director of Nursing where the grievance involves the Nursing Department within five (5) working days from the knowledge of its occurrence. The Department Supervisor, Director of Nursing or Associate Director of Nursing shall have two (2) working days to respond to the grievance or the union may submit the grievance in writing. Failure of the immediate Supervisor to respond at Step 1(a) to the grievance shall not be considered a default under Article I, Section 2, but will proceed to Article I, Step 1(b).

b. Written Presentation of Grievance to Supervisor or Director of Nursing If the grievance is not settled at step1(a), and in such event the steward must be present, the steward and the employee shall jointly reduce the grievance to writing stating the grievance, the contract provision alleged to be violated, and the remedy desired and they shall each sign the grievance and submit it to the employees immediate supervisor or Director of Nursing within five (5) working days from the date the immediate supervisor or Director of Nursing gave his/her verbal response to the original grievance.

c. Written Response to Grievance by Supervisor or Director of Nursing The Supervisor or Director of Nursing shall answer the grievance in writing within five (5) working days following the 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 wishes 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 supervisors written response.

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

**STEP 3:**

a. 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 Arbitrator 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 Union and the Employer shall pay the fees and expenses of the Arbitrator equally. 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 10. 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 and welfare and safety of employees.

**Section 2. PRESENTATION OF UNION** The union will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least ten (10) days prior to publication the employer shall submit proposed work rules to the union. 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, then, following the publication and establishment of such rule by the employer, the union may file a grievance with respect thereto commencing at Step 2 of the Grievance Procedure Article 9 Section 9). If the union does not grieve within ten (10) 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** Work rules shall be published by 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 efforts to have the employees comply with all safety, sanitary and fire regulations.

**ARTICLE 11. 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 HEARINGS**

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

c. Steward Present at Hearing The respective union steward shall attend the disciplinary hearing.

d. 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 3. TYPES OF DISCIPLINARY ACTION**

a. General Disciplinary actions fall into the several categories following: The sequence of disciplinary actions 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 or work performance. Counseling the employee is one of the most important concerns in a verbal warning. A record of 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 written warning is a formal means by which a department supervisor in a 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 severe 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 employees personnel file, and another copy shall be provided to the chapter Chairperson and the steward.

d. Suspension The 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 Employer employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:

1. Suspension shall be for consecutive workdays
2. Loss of pay for the time period specified;
3. Employee may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a 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 reason for the 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 employee affected and submitted to the Employer within five (5) working days from the date of such disciplinary action.

**ARTICLE 12. 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 13. HOURS**

**Section 1. FULL-TIME EMPLOYEES** All full-time employees shall be paid on a bi-weekly basis for the hours set forth below, except as the employer may otherwise require in the event of Saturday, evening, or other overtime work.

**Section 2. HOURLY EMPLOYEES** All part-time and full-time employees shall be regarded as hourly and paid on an hourly basis for the number of hours worked every two week pay period.

**Section 3. HOURS** The hours of work for employees shall be eight and one-quarter (8 1/4) hours per day as scheduled by the department supervisor.

**Section 4. DEFINITION OF A DAY** Twenty-four (24) hour consecutive period beginning with the employee's starting time on each workday.

**Section 5. DAYS** The days of work for full-time employees shall be eight or more days per two-week pay period (voluntary up to 10 days) as scheduled by the department supervisor.

**Section 6. NORMAL WORK DAY (BUSINESS OFFICE CLERICAL)** The normal

workday shall consist of eight (8) hours, 8:30 a.m. to 5:00 p.m., with a one-half (1/2) hour unpaid lunch break as scheduled by the department supervisor.

**Section 7. NORMAL WORK WEEK (BUSINESS OFFICE CLERICAL)** The normal work week shall consist of forty (40) hours, Monday through Friday.

**Section 8. OPERATIONS SCHEDULE (NURSING DEPARTMENT)**

a. Normal Work Day The normal work day shall consist of eight and one-quarter (8 1/4) hours on the assigned shifts. The fifteen-minute overlap will be added at the end of each shift for the purpose of coordination of resident care and reporting. Lunch periods shall be staggered to accommodate resident care and efficient operation.

b. Normal Pay Period The normal pay period shall consist of ten (10) working days in a fourteen (14) day period.

c. Weekend Schedules The Department Supervisor shall schedule employees within their respective classification to provide each employee with every other weekend off. All schedules shall be posted one (1) week in advance, setting forth the schedule for three (3) weeks.

d. Lunch Break Employees shall be entitled to a thirty (30) minute lunch break, (the first fifteen (15) minutes unpaid and the second fifteen minutes paid) included in the eight and one-quarter (8 1/4) hour period. Employees may not shorten their lunch period by 15 minutes and then leave 15 minutes early at the end of their respective shift.

e. Shift Premium Entitlement Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift shall be entitled to shift premium payment.

**Section 9. REST PERIOD** Employees may take one (1), fifteen (15) minute rest period before the lunch period and one (1), fifteen (15) minute rest period after the lunch period as scheduled by the department supervisor.

**Section 10. AMENDMENT TO NORMAL WORK DAY** The normal work day schedule shall not be changed more than one (1) hour from those stated above.

**Section 11. NEW SHIFTS** The employer shall confer with the union bargaining committee before creating new shifts or changing established shifts by more than one (1) hour.

**Section 12. TARDINESS** Employees late in reporting for work will be docked one-tenth (1/10) of one (1) hour for each six (6) minutes or portions thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness subject to work rules.

**Section 13. RECORD OF HOURS** Employees shall indicate the hours of work for each day during the two (2) week period on a form provided by the employer. Employees shall sign and date the form and submit it to their supervisor for approval, except where hours are recorded on a time clock.

**Section 14. SCHEDULING OF DAYS OFF** In seven (7) or fourteen (14) day operations, regular days off shall be assigned based on departmental seniority.

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

**Section 1. OVERTIME** In emergencies or where the press of duties requires, the department supervisor may assign reasonable periods of overtime work for employees to meet operational needs.

a. Employees excluded from the bargaining unit shall not be used to perform work normally assigned to the bargaining unit employees to prevent the payment of overtime.

b. Supervisors shall not be used to perform work normally assigned to bargaining unit employees to prevent the payment of overtime.

c. Any commitment to work overtime must be given to the Systems manager in written form. If a person commits to work overtime and then calls in sick, he/she will no longer be paid a sick day.

**Section 2. OVERTIME DEFINITION** Hours worked in excess of eight (8) hours in one day, or in excess of eighty (80) hours per two (2) week pay period shall be considered overtime.

**Section 3. OVERTIME AUTHORIZATION** Overtime shall be assigned based on seniority within the department. The department supervisor shall attempt to equalize overtime with a three (3) month period. In the event that overtime is declined, it shall be assigned on a rotation basis. The initial rotation will begin with the least senior employee.

**Section 4. OVERTIME COMPENSATION** Employees shall be compensated for overtime payment at wages at time and one-half (1 ½ for overtime worked).

**Section 5. LEAVE TIME AFFECTING OVERTIME** No leave time shall be counted as hours worked in determining daily overtime, but paid leave time other than sick leave shall count as hours worked in determining pay period overtime.

**Section 6. OVERTIME/PROBATIONARY EMPLOYEES** Probationary employees shall not work overtime when seniority employees are available.

**Section 7. NOTIFICATION OF UNION** The union shall be notified at the end of each calendar quarter of overtime hours worked by department.



**Section 8. SEVENTH CONSECUTIVE DAY** Time and one-half (1 ½ ) shall be paid for the seventh (7th) consecutive day of work. This is not applicable to scheduled shift rotations.

**Section 9. NO PYRAMIDING** Overtime provisions of this agreement shall not be pyramided with respect to the same hours.

**ARTICLE 15. WAGES**

**Section 1. SALARY INCREASES** Wage rates for the duration of the Agreement are set forth in the wage schedule page 42 of this Agreement.

**Section 2. LONGEVITY PAYMENT** Employees shall be paid a longevity payment in a lump sum by separate check on the first payday in December 2000, 2001, 2002 as follows:

<u>Anniversary Date</u>	<u>Percent of Annual Pay</u>
5th through 9th	2%
10th through 14th	3%
15th and more	4%

For purposes of this Section, annual pay means actual hours worked from January 1 through November 30 plus projected hours for December. The longevity payment shall be determined by the length of service occurring between December 1 and November 30 of each year.

**Section 3. SHIFT PREMIUM** The shift premium for bargaining unit personnel working on the second and third shifts is included in the wage schedule page 42 of this agreement. Hourly wage increases will be applied directly to the shift rates.

**Section 4. EARLY REPORTING AND CALL-IN** Hourly employees reporting for duty at the employers request which is outside of and not continuous with the employees regular work period, shall be guaranteed at least four (4) hours pay at his/her hourly rate of pay or one and one-half (1 1/2) his/her regular rate for the time actually worked, whichever is more.

**Section 5. WAGE RATE/FILL-INS** In the event that an employees normal job duties require that employee to fill-in for another employee during lunch breaks and/or rest periods, the employee filling-in shall be paid at his/her current rate of pay.

**Section 6. WAGE RATE/NEW CLASSIFICATION** 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.

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b. Union Response If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) 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 pay rate through negotiations, the matter may be submitted at Step 3 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.

**Section 7. PAYDAY** The regular payday for all employees shall be every other Friday. Employees working on second or third shifts shall receive their paycheck at the end of their shift on Thursday or Friday, if they are regularly scheduled for such shifts and are working the same.

**Section 8. WAGE SHORTAGE** If there is a shortage of gross pay of more than ten dollars (\$10), it shall be corrected by the employer no later than the following Wednesday. If there is a shortage in gross pay of ten dollars (\$10) or less, it shall be corrected in the next paycheck.

**Section 9. WAGE OVERPAYMENTS** If there is an overpayment of gross pay, it shall be corrected in the next paycheck after it is discovered.

## **ARTICLE 16. HEALTH AND LIFE INSURANCE & FLEXIBLE SPENDING ACCOUNTS**

**Section 1. MEDICAL COVERAGE** The employer agrees to offer medical coverage for the Employees and their families under one of the following two 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 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 BCBS 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 will pay 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, an 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, an 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, an 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.

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 employee in lieu of medical coverage. Employees must provide proof of coverage and sign a waiver (available in Human Resources) before 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 only during the annual open enrollment period in December. 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 a JCMCF plan or the spouse's plan. The employee cannot be covered by both the spouse's plan and the JCMCF 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. MEDICAL COVERAGE/RETIREEES** Medical Insurance shall be provided when an employee retires. Employees hired after 8/8/00 must complete 15 consecutive years of service to be eligible for medical insurance when they retire.

**Section 3. LIFE INSURANCE** For employees with seniority status, the employer agrees to pay the full premium for group term life insurance of twenty-five thousand dollars (\$25,000) with an additional accidental death and dismemberment insurance of twenty-five thousand dollars (\$25,000). This benefit will be available to all employees, both fringe and no-fringe. Voluntary life insurance (also referred to as supplemental life) for an employee, an employee's spouse, and an employee's children is 100% employee paid. This insurance premium will be deducted from the employee's first and second pay period ending date each month. 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 4. LIFE INSURANCE/RETIREEES** The employer agrees to pay the full premium for group term life insurance of three thousand dollars (\$3,000) for employees who retire from the Employer on or after January 1, 1982.

**Section 5. 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.

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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, a full time 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, a full time 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 6. FLEXIBLE SPENDING ACCOUNTS** All fringe employees are eligible to participate in an IRS Section 125 governed Flexible Spending Account. This benefit will be administered by a third party administrator. The Employee cost 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 17. PENSION**

**Section 1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM** As a condition of employment, all employees shall be members of the Jackson County Employees 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.

**Section 2. REPORT** A financial report pertaining to the retirement system will be presented to each employee each year.

**ARTICLE 18. LEAVE OF ABSENCE**

**Section 1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE** To be entitled to a leave of absence, employees must have seniority status.

**Section 2. LEAVE OF ABSENCE WITH PAY** A department supervisor may authorize time off with pay for employees in order to permit them to attend school, or in any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work. Leave of absence with pay, in excess of three (3) days, must have the prior approval of the administrator.

**Section 3. LEAVE OF ABSENCE WITHOUT PAY**

a. **Authorization** 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. If such leaves exceed such period, they shall require approval of the Jackson County Family Independence Agency Board of Directors.

b. **Duration** A leave of absence without pay shall not exceed one year, but may be extended by the employer.

c. **Seniority** Seniority shall continue to accrue during a leave of absence without pay except that only the first six months of such leave shall count toward eligibility for annual leave or wage progressions.

d. **Accrual of Benefits** No annual leave, sick leave, personal leave or holiday pay shall accrue while on leave of absence without pay.

**Section 4. RETURN TO FORMER POSITION** An employee returning from a leave of absence of ninety (90) calendar days or less shall be returning to the position and classification held prior to leaving. If the leave exceeds ninety (90) calendar days, the employee shall be entitled to return to work where available if less senior employees in the classification within the unit are working.

**Section 5. NOTICE OF RETURN TO WORK** Employees who return to work from an approved leave of absence shall give their supervisor at least seven (7) days notice prior

to returning to work.

**Section 6. GAINFUL EMPLOYMENT** No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

**ARTICLE 19. 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 duties 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 20. SICK LEAVE**

**Section 1. EMPLOYEES ENTITLED TO SICK LEAVE** To be entitled to paid sick leave, employees must have seniority status.

**Section 2. SICK LEAVE ACCUMULATION** Employees earn one-half (1/2) day of sick leave per month. Paid sick leave, vacation, personal days, and holidays count as time worked in this instance. Employees may accumulate sick leave throughout their service to the employer.

a. Sick leave days accumulated over twenty shall be "cashed in" in December of each year. Maximum sick leave days to be paid out annually over twenty (20) will be five (5) sick leave days. For those employees who cash in accumulated sick leave days over twenty (20), they shall receive two (2) days pay for each sick leave day cashed in.

b. Optionally, sick leave payouts shall also be available to employees who have accumulated over fifteen (15) sick leave days. 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. It is the employee's responsibility to inform payroll of his or her intentions prior to December 1st of each year. Pay outs for sick days will then occur in the first full pay period of December. The pay out will be in a separate check.

**Section 3. AUTHORIZATION** Any utilization of sick leave by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

**Section 4. UTILIZATION** Sick leave may be used by an employee for any of the following reasons:

- a. In the event of illness, injury, temporary disability, or exposure to a contagious disease endangering others.
- b. For illness, injury or temporary disability in the immediate family which necessitates absence from work.
- c. While drawing Workers Compensation or short term disability, an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her workers compensation payment, will not exceed his/her regular take-home pay at the time of injury.
- d. Extension of funeral leave.
- e. For appointments with a doctor, dentist, or other recognized practitioner.
- f. Absence due to funerals for persons not covered in the funeral leave provision.

**Section 5. NO ADVANCE CREDIT** Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave and annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

**Section 6. NOTIFICATION OF EMPLOYER** To be eligible for sick leave, an employee must notify the Facility designee at least one (1) hour prior to the start of his/her shift; except in proper cases, exceptions may be made.

**Section 7. SICK LEAVE IN EXCESS OF THREE DAYS** The employer may require a written statement by a licensed physician certifying the employees condition prevented him/her from performing the duties of his/her position prior granting sick leave in excess of three (3) consecutive working days for reasons of illness or injury.

**Section 8. ABSENCE FOR FRACTION OF DAY** Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at intervals of not less than one (1) hour.

**Section 9. PAYMENT UPON SEPARATION FROM SERVICE** Upon separation from service, the employee shall receive payment for one half (1/2) accumulated sick leave at the current rate of pay at the time of separation. Pay out will occur provided the employee gives two (2) weeks written notice and has no unplanned absences or occurrences, unless verified by a physician, during the two-week notice period.

**ARTICLE 21. FUNERAL LEAVE**

**Section 1. EMPLOYEES ENTITLED TO PAID FUNERAL LEAVE** To be entitled to paid funeral leave, employees must have seniority status.



**Section 2. NOTIFICATION OF EMPLOYER** An employee on funeral leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of funeral leave with pay for the period of absence.

**Section 3. UTILIZATION**

a. **Death in Immediate Family** In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) days funeral leave. The leave shall not extend more than two (2) days beyond the day of the funeral.

b. **Death of Brother-in-Law/Sister-in-Law; or uncompensated pallbearer** In the event of the death of an employees brother-in-law or sister-in-law, the employee shall be granted a one (1) day funeral leave. When the employee serves as an uncompensated pallbearer, they shall be granted a one (1) day funeral leave.

c. **Death of Other Persons** In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) sick day to attend the funeral.

**Section 4. EXTENSION OF FUNERAL LEAVE** In the event of a death in the immediate family, the employee may utilize sick leave to extend the funeral leave period upon notification of and authorization by the employer.

**ARTICLE 22. DISABILITY LEAVE**

**Section 1. EMPLOYEES ENTITLED TO DISABILITY LEAVE** Employees with one year of seniority 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 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 difference of opinion exists between the employer and employees physician, a third physician will be consulted and also paid by the employer.

**Section 4. DISABILITY LEAVE PAY** To the extent not covered by Article 28, 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 and 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 leaves shall not extend beyond twelve (12) months from the date of the initial leave.

**Section 8. HEALTH AND LIFE INSURANCE** Employees with at least one (1) year seniority, on a leave of absence for illness without pay shall have their health insurance paid by the employer for twelve (12) weeks and life insurance for twelve (12) weeks. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments thereafter, per COBRA regulations.

**ARTICLE 23. ANNUAL LEAVE (VACATION)**

**Section 1. EMPLOYEES ENTITLED TO ANNUAL LEAVE** To be entitled to annual leave, employees must have seniority status.

**Section 2. RATES OF ACCUMULATION** Employees shall earn and be credited annually with annual leave on their respective anniversary dates as follows:

<u>Anniversary Date</u>	<u>Annual Leave Days</u>
1 <sup>st</sup> through 6 <sup>th</sup>	10
7 <sup>th</sup> through 11 <sup>th</sup>	15
12 <sup>th</sup> through 15 <sup>th</sup>	20
16 <sup>th</sup> through -	25

**Section 3. ACCUMULATION OF ANNUAL LEAVE** Annual leave must be utilized within one year after the employees anniversary date, except that a maximum of five (5) annual leave days may be carried over to the next year on any anniversary date. Annual leave days granted for Saturday holidays (Article 27, Section 4) may be carried over to the next year on the employee's anniversary date. These leave days must be utilized within one year after the employee's anniversary date, and are in addition to the other leave days carried over.

**Section 4. REQUEST FOR ANNUAL LEAVE** Employees shall request the scheduling of annual leave November 1 through December 1 for the following calendar year. All requests during this period will be granted by seniority. Thereafter, all requests will be granted on first come, first served basis. The Department Supervisor shall attempt to accommodate the requests with regard being given to operating requirements. Employees may use annual leave in conjunction with Christmas, if the employee is not

scheduled to work on Christmas Day.

COPY

**Section 5. REQUEST FOR PAYMENT IN LIEU OF ANNUAL LEAVE** Employees may request in writing to their department supervisor, payment in lieu of taking annual leave. The Employer may grant the request or direct the employee to take annual leave. If the employee fails to take annual leave when so directed, he/she shall forfeit the annual leave.

**Section 6. AUTHORIZATION** An employee may utilize annual leave only with the prior approval of his/her supervisor.

**Section 7. NO ADVANCE CREDIT** Annual leave shall not be allowed to be used in advance of being earned and credited. If an employee has insufficient annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

**Section 8. RATE OF PAY** Employees shall be paid for annual leave at their current rate of pay for the time they take the annual leave.

**Section 9. ADVANCE ANNUAL LEAVE PAY** If a regular payday occurs during an employees scheduled annual leave, the employee may receive that paycheck prior to going on annual leave by requesting, in writing to their department supervisor, advance annual leave pay at least two (2) weeks before the scheduled annual leave.

**Section 10. ANNUAL LEAVE ONE DAY AT A TIME** Employees may utilize annual leave one day at a time, provided they have given their supervisor seven (7) days notice and the department supervisor determines that the request can be accommodated with regard being given to operating requirements and seniority. No more than five (5) annual leave days may be taken one day at a time during any calendar year.

**Section 11. ILLNESS DURING ANNUAL LEAVE** If an employee becomes ill and is under the care of a licensed physician during his/her annual leave, the annual leave shall be rescheduled with the approval of his/her department supervisor. And, in the event such medical leave continues throughout the anniversary year, the employee will be paid for vacation in lieu of the same.

**Section 12. ANNUAL LEAVE SUPPLEMENTING SICK LEAVE** Employees who are absent from work under sick leave provisions, after utilizing all accumulated sick leave, may utilize annual leave while remaining on sick leave.

**Section 13. ANNUAL LEAVE/PART-TIME EMPLOYEES** Part-time employees shall be entitled to proportionate annual leave pay based upon the number of hours worked during the previous anniversary date year compared to 2,080 hours. Part-time employees hired after 8/8/00 shall be entitled to a 50% accrual of full-time benefits.

**Section 14. PAYMENT UPON SEPARATION** Upon separation of employment with the Employer, the employee shall be paid for all unused annual leave days earned and credited, at the employee's current rate of pay. (Employees hired after 8/8/00 must have attained one year of seniority.) In the case of voluntary terminations, including

pro-rated vacation days accrued during the anniversary year in which the separation occurs, provided two (2) weeks notice is given to the Employer, and the employee has no unplanned absences or occurrences, unless verified by a physician, during the two (2) week notice period.

**Section 15. HOLIDAY EXTENSION** Holidays will not automatically extend vacation into the following week unless pre-approved by the department supervisor.

## **ARTICLE 24. PERSONAL LEAVE**

**Section 1. EMPLOYEES ENTITLED TO PERSONAL LEAVE** To be entitled to paid personal leave, employees must have seniority pursuant to Article 6, Section 6.

**Section 2. PERSONAL LEAVE ACCUMULATION** Employees are granted five and one-half (5 1/2) days of personal leave upon being hired and upon each respective anniversary date. Personal leave shall not accumulate from year to year.

**Section 3. PERSONAL LEAVE UTILIZATION** Personal leave shall be used in integrals of not less than one (1) hour.

**Section 4. PURPOSE OF PERSONAL LEAVE** Personal leave shall be allowed for personal purposes including time off for voting, religious observance and personal business.

**Section 5. PERSONAL LEAVE ON A HOLIDAY** Personal leave shall not be utilized on holidays, Saturdays or Sundays, except in cases of emergency.

**Section 6. AUTHORIZATION** An employee shall notify his/her supervisor at least forty-eight (48) hours prior to utilizing personal leave. If two (2) members of the bargaining unit request authorization for personal leave at the same time, the bargaining unit member with the greater seniority will be considered first.

**Section 7. RATE OF PAY** Employees will be paid for personal leave at their current rate of pay at the time they take the personal leave.

**Section 8. PAY IN LIEU OF PERSONAL BUSINESS DAYS** 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 30 days prior to their Anniversary date.

**Section 9. TERMINATION NOTICE REQUIREMENT** Personal leave days remaining but not taken shall not be paid upon voluntary termination unless the employee has at least one (1) year seniority and two (2) weeks written notice is given to the employer. Also, the employee must not have any unplanned absences or occurrences, unless verified by a physician, during the two-week notice period.

## **ARTICLE 25. JURY DUTY AND COURT LEAVE**

COPY

### **Section 1. JURY DUTY**

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

b. 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.

c. Time Off with Pay/Three Shift Operations 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.

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.

Such employees shall receive time off with pay provided the employee reimburses the employer the jury pay, less mileage

e. 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 2. 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 3. 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.

## **ARTICLE 26. MILITARY LEAVE**

**Section 1. REGULAR MILITARY LEAVE** Any employee with seniority status who enters military service in the armed forces of the United States of America shall be entitled to a military leave of absence without pay for the period of time required to fulfill their military obligation.

**Section 2. TEMPORARY MILITARY LEAVE** Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of



America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training. And, shall be entitled to pay equivalent to the difference between the employees regular salary and military pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

a. Duty in Excess of Two Weeks If active duty training exceeds two (2) weeks in any calendar year, the employee shall be entitled to a military leave of absence without pay.

b. Holiday Occurring During Temporary Military Leave An employee shall be entitled to holiday pay for a paid holiday, which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.

**Section 3. EMERGENCY MILITARY LEAVE** Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employees regular salary and military pay for each day of absence from regular County employment, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment.

**ARTICLE 27. HOLIDAYS**

**Section 1. EMPLOYEES ENTITLED TO HOLIDAY PAY** To be entitled to holiday pay, employees must have seniority status and must have been regularly working immediately prior to and immediately following the holiday, or have been laid off during the week in which the holiday occurs.

**Section 2. PAID HOLIDAYS** All employees shall be entitled to a paid holiday, based on their current pay rate and regular work day, on the following days.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

**Section 3. HOLIDAY OCCURRING ON PAYDAY** If a paid holiday occurs on

payday, employees shall receive their paycheck prior to the holiday.

**Section 4. HOLIDAY OCCURRING ON SATURDAY, SUNDAY OR REGULARLY SCHEDULED WORK DAY**

a. Employees Regularly Scheduled Monday through Friday

1. When a paid holiday occurs on Saturday, one (1) additional day of annual leave shall be granted in lieu of observing the holiday on the preceding Friday (see, Article 23, Section 3);

2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday;

3. When such an employee is required to work on a holiday, the employee shall receive holiday pay plus time and one-half for the hours actually worked on the holiday.

b. Employee's Regularly Scheduled to Work on Holidays by Reason of a Seven or Fourteen Day Schedule

1. When such an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half (1 ½) for the hours actually worked on the holiday.

2. Holidays occurring on an employee's regular day off shall be compensated for eight (8) hours pay.

**Section 5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENT**  
Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

**Section 6. HOLIDAY OCCURRING WHILE ON PAID LEAVE** Employees on paid leave when a holiday occurs shall receive holiday pay and shall not be charged sick leave or annual leave.

**Section 7. ADDITIONAL PAID HOLIDAYS** In the event that the employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

**ARTICLE 28. SHORT TERM DISABILITY INSURANCE**

**Section 1.** The employer shall maintain 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. Short Term Disability shall provide benefits at sixty percent (60%) of the employees daily base wage commencing on the first (1st) day of injury and

the eighth (8th) day of illness. The short-term Disability insurance 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 must supplement 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 in which an employee utilizes sick leave for supplemental purposes, he/she shall be covered by the current provisions contained in Article 23 Section 8.

## **ARTICLE 29. GENERAL PROVISIONS**

### **Section 1. BULLETIN BOARD**

a. Portions of a bulletin board in each building where employees report to work shall be made available to the union for its notices.

- b. Notices shall be restricted to the following types:
1. Notices of union social and recreational events;
  2. Notices of union election and results;
  3. Notices of union meetings;
  4. Notices of union educational classes, conferences or conventions.

c. The employer shall post the name and numbers of the Local on the bulletin board.

**Section 2. LOUNGE** The employer shall provide employees lounge and eating area.

**Section 3. PARKING** The employer agrees to provide free parking for employees when available.

**Section 4. PHYSICAL EXAMS** The employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave in excess of three (3) days which shall be the employee's responsibility.

Whenever T.B. tests require a chest x-ray, the employer shall pay for such test and also allow the employee to take time off without pay to have these tests



performed.

COPY

**Section 5. MILEAGE**

a. Mileage Rate The employer shall pay employees required to use their personal vehicles for facility business, the sum of twenty-nine cents (\$0.29) per mile.

b. Mileage Calculation For work day trips, mileage shall be computed on the basis of home to call or office to call, whichever is lesser. For weekend trips, mileage shall be computed on the basis of home to call.

c. Mileage Payment Mileage payment shall be made by check issued on or before the tenth (10th) of each month following submission of the request and conditioned upon approval of the department supervisor.

**Section 6. CREATION OR MODIFICATION OF POSITIONS** In the event new positions are created or current positions are substantially modified the employer shall notify the union in writing and the rate of pay shall be negotiated between the employer and the union. If agreement cannot be reached then the matter shall proceed to arbitration under the provision of Article 9 Step 3 of the grievance procedure.

**Section 7. SUBCONTRACTING** The employer shall not subcontract work normally performed by the union while employees are laid off or working reduced hours. The employer may subcontract work for which it does not have adequate equipment or facilities.

**Section 8. WORK RESTRICTIONS – SUPERVISORS** 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 9. EXTENT OF AGREEMENT** This Agreement contains all of the agreements and understandings of the parties as its relates to wages, hours, and working conditions. The employer and union voluntarily and unqualifiedly waive the right, and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered by this Agreement.

**Section 10. PAST PRACTICE** All past practices, which do not conform to provisions of this Agreement, are hereby abolished.

**Section 11. COST OF PRINTING CONTRACT** The employer and the union shall equally pay the cost of printing this contract.

**Section 12. CLASSIFICATION DESCRIPTION** The employer shall provide the chapter chairperson and the employees with classification description of their jobs.

**Section 13. PART-TIME EMPLOYEES** Part-time employees hired after 8/8/00 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 14. ORGANIZATION CHART** The union will be provided with a departmental managerial breakdown of department supervisors, and other supervisors.

**Section 15. INVALID SENTENCE, CLAUSE, PROVISION** In the event any sentence, clause, or provision of this agreement shall be held for any reason to be inoperative, void, or invalid, the remaining portions of this Agreement shall not be affected thereby.

**Section 16. HEADING** The headings used in this Agreement and exhibits attached hereto neither add to nor subtract from the meaning thereof, but are for reference purposes only.

**Section 17. AMENDMENTS REQUIRED BY LAW OR REGULATIONS** In the event the parties cannot agree on modifications or amendments required by law or regulations, the matter may be submitted to arbitration at Section 9 Step 3 of the grievance procedure.

**Section 18. 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 employers merger or consolidation with another employer, this agreement shall be binding upon the merged consolidated employer.

**Section 19. FUNDING** 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 insure the financial viability of the organization.

**ARTICLE 30. NO FRINGE LPNs**

**Section 1.** New or present LPNs may elect to work without fringes. If a LPN elects to forgo the fringes, he/she will NOT receive:

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

**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 eight (8) hours in a day or eighty (80) hours in a pay period and if they work Independence Day, Thanksgiving, or Christmas Day. The funeral leave benefit (the amount of days per relation) applies to no fringe except that the designated time away from work is unpaid.

**Section 6.** LPNs 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 LPN elects fringe status or upon termination of employment. Part-time no fringe LPNs may opt for benefits when accepting a permanent full time position.

**ARTICLE 31. TUITION REIMBURSEMENT**

**Section 1.** Any employee, who has at least one (1) year seniority and is enrolled in a course of study that is directly related to the functions of a health care facility, upon satisfactory completion of course with a C average or better, shall be reimbursed one hundred percent (100%) of the total tuition fee. The course must be pre-approved by the administrator and the employee must show proof of enrollment.

**Section 2.** L.P.N.s hired after July 1, 1991 and have worked a minimum of sixteen hundred sixty-four (1,664) hours in their first year are eligible for student loan repayment up to one thousand five hundred dollars (\$1,500) of their unpaid balance excluding taxes on the amount received.

**ARTICLE 32. DURATION**

**Section 1.** This Agreement shall be effective from April 1, 2000 and shall remain in effect until March 31, 2003. This Agreement shall become open for negotiation one hundred twenty (120) days prior to the expiration of the Agreement. Either party may terminate on March 31, 2003 by giving notice to the other party within fifteen (15) days immediately following one hundred twenty (120) days prior to the expiration of the Agreement. In lieu of a termination notice, either party may request amendment to the Agreement, and the other party may have an additional ten (10) days to determine whether it desires to terminate or amend the Agreement. In the event amendment notices are given, all provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments, provided, that either party may terminate this

Agreement during the period of negotiations subsequent to March 31, 2003 by giving a thirty (30) day notice of termination.

**Section 2.** Notices to the Union shall be made in writing and shall be addressed to the chapter chairperson at such place, as he/she shall notify the employer.

**Section 3.** Notices to the employer shall be made in writing and shall be addressed to the Chairperson of the Jackson County Family Independence Agency Board of Directors in care of the Jackson County Medical Care Facility, 1715 Lansing Avenue, Jackson, Michigan 49202-2198.

**ARTICLE 33. 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 addition 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 employee 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 includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, prescribed drugs being used by a person other than the prescription holder, and controlled substances, such as marijuana, cocaine and other substances defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 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 employees work ability, job performance, the safety of others in the workplace or the health

and safety of the public.

COPY

c. The policy does not apply if: (1) 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; (2) 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.

## **ARTICLE 34. WAGE INCREASES & SCHEDULE**

### **LOCAL 2098A - PAY RATES**

**Section 1.** There shall be a salary 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 2098A minus those monies reserved by the Employer as administrative fees. If the 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.



AFSCME 2098A					
Wage Schedule effective with Pay Period beginning 7/31/2000					
			90	18	3
Classification	Shift	Start	Days	Months	Years
Account Clerk	1st	8.61	9.11	9.80	10.00
Health Unit Coordinator	1st	9.00	9.65	10.00	10.35
	Weekend	9.50	10.15	10.50	10.85
	2nd / 3rd	9.50	10.15	10.50	10.85
	Weekend	10.00	10.65	11.00	11.35
LPN	1st	14.00	14.50	15.00	15.87
	Weekend	14.50	15.00	15.50	16.37
	2nd / 3rd	14.50	15.00	15.50	16.37
	Weekend	15.00	15.50	16.00	16.87
LPN No Fringe	1st	16.67	16.67	17.00	17.87
	Weekend	17.17	17.17	17.50	18.37
	2nd / 3rd	17.17	17.17	17.50	18.37
	Weekend	17.67	17.67	18.00	18.87

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

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

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

\*In the event the Michigan Legislature adopts a wage pass through, the employer 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

COPY

### Letter of Understanding

Between Jackson County Medical Care Facility ("Employer") and  
American Federation of State, County Municipal Employees  
Local 2098 ("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 2098, UNIT A,  
AFFILIATED WITH MICHIGAN  
COUNCIL 25 AFSCME:

JACKSON COUNTY FAMILY  
INDEPENDENCE AGENCY  
BOARD OF DIRECTORS:

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**APPENDIX B**

COPY

Letter of Understanding  
Between Jackson County Medical Care Facility ("Employer") and  
American Federation of State, County Municipal Employees  
Local 2098 ("Union")

The Union and Employer agree to delete tuition reimbursement from the "no fringe" benefit list in Article 30 Section 1. The Employer recognizes the importance of attracting and retaining LPNs by offering the Facility tuition reimbursement program, as outlined in Article 31, to both "no fringe" and "fringe" LPNs.

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

CHAPTER OF LOCAL 2098, UNIT A,  
AFFILIATED WITH MICHIGAN  
COUNCIL 25 AFSCME:

JACKSON COUNTY FAMILY  
INDEPENDENCE AGENCY  
BOARD OF DIRECTORS:

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