

6388

2/28/2003

**COPY**

**AGREEMENT**

**BETWEEN**

**JACKSON COUNTY FAMILY INDEPENDENCE AGENCY**  
*(hereinafter referred to as the "Employer")*

*and*

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547**  
**547 A, 547 B, AND 547 C, AFL-CIO**  
*(hereinafter referred to as the "Union")*

**MARCH 1, 2000 through FEBRUARY 28, 2003**

*Jackson County Medical Care Facility*

**TABLE OF CONTENTS**

**COPY**

ARTICLE 1      PURPOSE  
.....5

ARTICLE 2      RECOGNITION  
.....5

ARTICLE 3      AGENCY SHOP DUES CHECK-OFF  
.....5

ARTICLE 4      MANAGEMENT RIGHTS  
.....6

ARTICLE 5      NON-DISCRIMINATION  
.....7

ARTICLE 6      STEWARD  
.....7

ARTICLE 7      UNION BUSINESS REPRESENTATIVE  
.....7

ARTICLE 8      CONTRACTUAL WORK  
.....7

ARTICLE 9      JURISDICTION  
.....8

ARTICLE 10     SENIORITY AND PROBATIONARY EMPLOYEES  
.....8

ARTICLE 11     SENIORITY LISTS  
.....8

ARTICLE 12     TRANSFERS AND PROMOTIONAL PROCEDURES  
.....9

ARTICLE 13     DISCIPLINE - DISCHARGE  
.....9

ARTICLE 14     NEW JOBS  
.....10

ARTICLE 15     LEAVE OF ABSENCE  
.....10

ARTICLE 16 GRIEVANCE PROCEDURE .....10

ARTICLE 17 HOURS AND WORK WEEK .....12

ARTICLE 18 HOLIDAY PROVISIONS .....14

ARTICLE 19 SICK LEAVE/PERSONAL BUSINESS DAYS .....14

ARTICLE 20 FUNERAL LEAVE .....15

ARTICLE 21 MEDICAL & DENTAL INSURANCE AND FLEXIBLE SPENDING ACCOUNTS .....15

ARTICLE 22 LIFE INSURANCE COVERAGE .....18

ARTICLE 23 VACATION ELIGIBILITY .....19

ARTICLE 24 VACATION PERIOD .....19

ARTICLE 25 PAY ADVANCE .....19

ARTICLE 26 JURY DUTY .....20

ARTICLE 27 TUITION REIMBURSEMENT .....20

ARTICLE 28 EMPLOYEE ASSISTANCE PROGRAM (EAP) .....20

ARTICLE 29 SHORT TERM DISABILITY INSURANCE .....20

ARTICLE 30 BINDING EFFECTIVE AGREEMENT .....21

ARTICLE 31 SCOPE, WAIVER AND ALTERATION OF AGREEMENT .....21

ARTICLE 32      TERMINATION AND MODIFICATION .....21

                                 APPENDIX A - PENSIONS/DEFERRED COMPENSATION .....23

                                 APPENDIX B - SALARY SCHEDULE & RATES .....25

**ARTICLE 1**  
**PURPOSE**

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

**ARTICLE 2**  
**UNION RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages and hours of employment.

Section 2. The term "Employee" as used herein shall include Building Engineers and Maintenance Helpers.

(a) Full Time Employees. Employees who are regularly scheduled to work ten (10) days per fourteen (14) day pay period.

(b) Part Time Employees. Employees who are regularly scheduled to work less than ten (10) days per fourteen (14) day pay period. Benefits for part-time employees shall be half the level of full time employee benefits. Part-time employees pay 50% of the insurance premiums for medical and dental coverage.

(c) Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed one hundred (100) calendar days per calendar year. In the event that a temporary employee is promoted to a Full Time or Part Time employee, his/her time worked as a temporary employee shall count towards establishing seniority status. The temporary employees shall not be used to avoid paying overtime to the regular full time and part time employees.

**ARTICLE 3**  
**AGENCY SHOP DUES CHECK-OFF**

Section 1. Agency Shop

(a) All Employees employed in the bargaining unit, or persons who become Employees in the bargaining unit, who are not already members of the Union, shall within the thirty-first (31) calendar day of the effective date of this Agreement, or within the thirty-first (31) calendar day of their hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of the Employer who are members.

(b) An Employee who shall authorize or tender the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as

the Employee is not more than (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.

(d) If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the provisions of said Federal or State law.

(e) The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) The Employer agrees that upon hiring any new Employees who are covered by this Agreement the Employer shall send a letter advising the Union of the name, date of hiring, and Social Security Number of the new Employee.

(g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

Section 2. Check-Off

(a) The Employer shall deduct Union dues or service fees from the wages of Employees covered by this Agreement from the first pay period ending date each month. Dues or service fees uniformly required as a condition of employment may be deducted only in such cases as the Employee files with the Employer proper written authorization to do so.

(b) Such dues or service fees, as and when deducted, shall be kept separate from the Employer's general funds, shall be decreed trust funds, and shall be forwarded to the Union forthwith.

(c) The Employer shall not be responsible for the Initiation fee.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself the sole and exclusive rights to manage and operate the Facility in all of its operations and activities including by way of illustration and not limitation the right to hire, promote, discharge, lay off, and recall Employees, and to maintain discipline and efficiency, to determine services to be furnished, including the methods and equipment to provide same, to direct the work force, to determine the number of Employees, to change methods of operations, and to establish work schedules, all of which shall be subject to and be in conformity with the applicable express provisions of the Agreement. In addition, the Employer retains the right to establish and enforce reasonable rules and regulations as to conduct of Employees and operations of the Facility not inconsistent with other provisions of this Agreement, the

reasonableness of such rules and their enforcement being subject to the grievance procedure. In general, all rights except such as are specifically abridged or relinquished herein, are reserved to the Employer.

**ARTICLE 5**  
**NON-DISCRIMINATION**

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

**ARTICLE 6**  
**STEWARD**

Section 1. The Employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the Employees and the Union. Reasonable arrangements will be made to allow the steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings.

Section 2. During his/her term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay off and recall only, provided he/she is qualified to do the required work. Upon termination of the Chief Steward's term, he/she shall be returned to his/her regular seniority status.

**ARTICLE 7**  
**UNION BUSINESS REPRESENTATIVE**

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

**ARTICLE 8**  
**CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of the members, nor shall it result in the reduction of the present work force as outlined in the posted work schedule nor in the event of extension of service shall it be used to avoid the performance or work covered under this Agreement.

**ARTICLE 9**  
**JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

**ARTICLE 10**  
**SENIORITY & PROBATIONARY EMPLOYEES**

Section 1. New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. There shall be no seniority among probationary Employees. Laid-off or discharged probationary Employees shall not have recourse to the terms of this Agreement.

Section 2. Newly hired Employees completing their probationary period shall acquire seniority from the date of hire. Employees transferring into the bargaining unit from other departments at the Facility after having completed their probationary period shall acquire bargaining unit seniority from the date of transfer.

Section 3. Employees shall be laid-off, recalled or demoted according to their seniority in their classification. An Employee on scheduled lay off shall have the right to displace a lessor seniority Employee in a lower series classification.

**ARTICLE 11**  
**SENIORITY LISTS**

Section 1.

(a) The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority.

(b) An agreed to seniority list shall be made available to each Employee covered by this Agreement. Such list shall contain date of hire, Employee's location and classification. Seniority in classification shall be as of date of entry into classification.

(c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union Membership with up-to-date copies at least every one hundred eighty (180) days.

Section 2. Loss of Seniority.

An Employee will lose seniority for the following reasons:

1. He/she resigns.
2. He/she is discharged for cause.
3. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence the Employer will provide written notification to the Employee at the Employee's last known address that he/she has lost



his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. If he/she does not return to work when recalled from lay off as set forth in the recall procedure.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.

**ARTICLE 12**  
**TRANSFERS AND PROMOTIONAL PROCEDURES**

Section 1. Notice of all vacancies and newly created positions shall be posted on Employee bulletin boards within five (5) working days, and the Employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior Employee making application shall be transferred to fill the vacancy or newly created position provided such Employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Section 2. Any Employee temporarily transferred from his/her classification to another classification covered under this Agreement shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

Section 3. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding from interested Employees.

**ARTICLE 13**  
**DISCIPLINE - DISCHARGE**

Section 1. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

Section 2. Any Employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

Section 3. Employees shall be subject to immediate dismissal for any of the following reasons: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

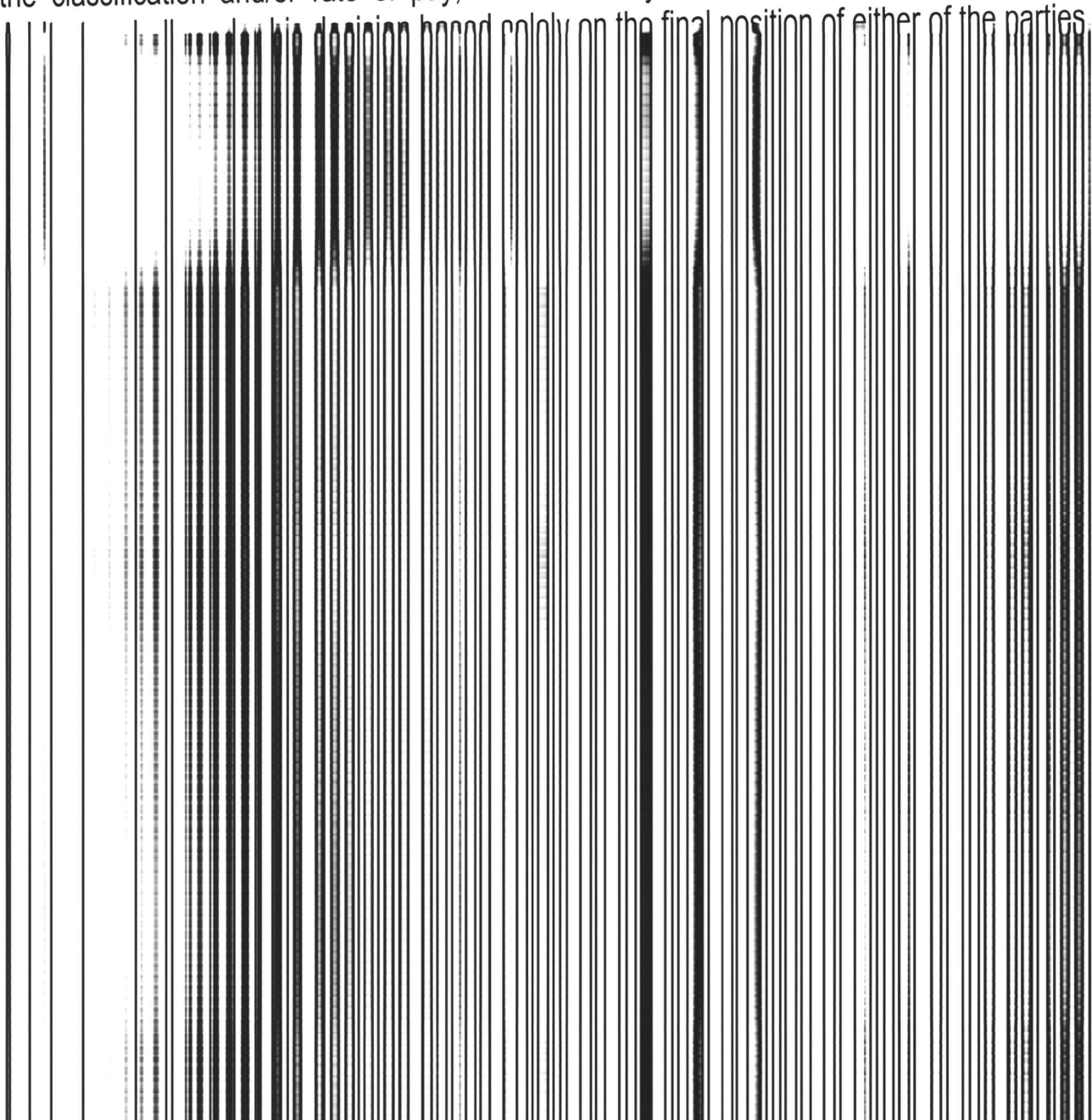
**ARTICLE 14**  
**NEW JOBS**

COPY

Section 1. The Employer shall notify the Union in writing when new or revised job duties are required during the terms of this Agreement. In the event they cannot be properly placed in an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

Section 2. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar days period, but not thereafter during the life of this Agreement, the Union may request in writing that the Employer negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to arbitration. The

on the final position of either of the parties



**ARTICLE 14**  
**NEW JOBS**

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Section 1. The Employer shall notify the Union in writing when new or revised job duties are required during the terms of this Agreement. In the event they cannot be properly placed in an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

Section 2. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar days period, but not thereafter during the life of this Agreement, the Union may request in writing that the Employer negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to arbitration. The Arbitrator shall render his decision based solely on the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

**ARTICLE 15**  
**LEAVE OF ABSENCE**

Any Employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence for the term of such office shall accumulate seniority during such term of office, and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights; provided, that said leave of absence (without pay) may not exceed a period of time equal to one-half the total year's seniority accumulated by said Employee at the time said Employee secures his/her leave of absence. In the event said Employee shall fail to return to work after said period of time, as hereinbefore defined, then said Employee shall be considered to have quit his/her job, and the Employee shall be removed from the seniority list.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

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.

2. Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance presented or answer last presented, and shall not be subject to further review.
3. Withdrawl of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. Extension of Time Periods. The parties may extend the time periods within the Grievance Procedure by mutual written agreement.
5. Working Day Definitions. Working days pertaining to the Grievance Procedure shall be defined as Monday through Friday excluding Holidays.

Step One.

(a) Oral Presentation of Grievance to the Department Head. An Employee having a grievance shall present it orally to the Department Head within five (5) working days from the time they knew or should have know of its occurrence.

(b) Written Presentation of Grievance to Department Head. If the grievance is not settled orally, and in such event the Steward must be present, the Grievance Representative 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 Department Head within five (5) working days from the date the Department Head gave his/her oral response to the original grievance.

(c) Written Response to Grievance by Department Head. The Department Head shall answer the grievance in writing within five (5) working days following the presentation of the written grievance.

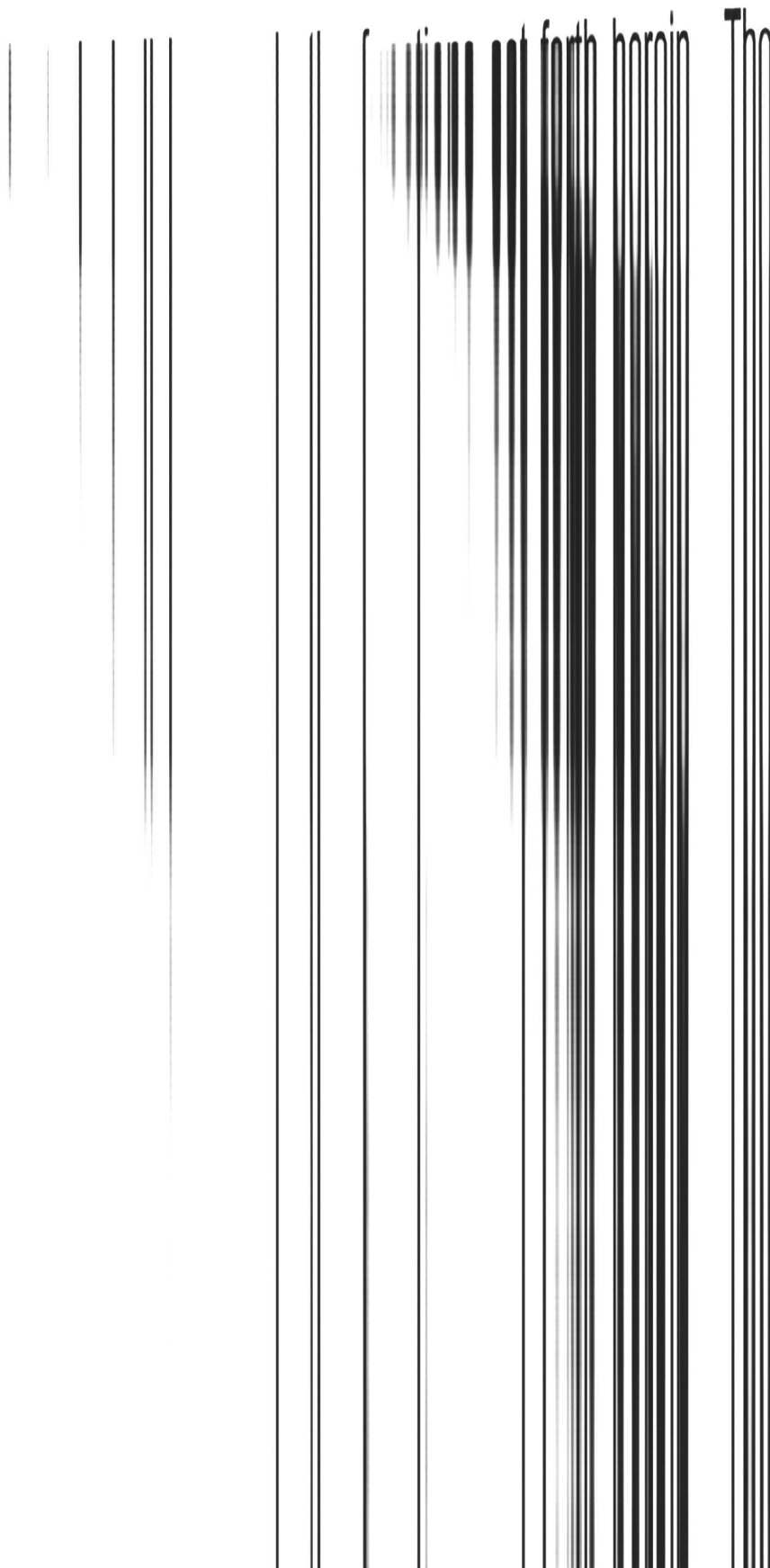
Step Two.

(a) Written Presentation of Grievance to Administrator. If the grievance is not settled at Step One, and the Employee wishes to proceed further with the grievance, they may submit written appeal to the Administrator within five (5) working days from the date of receipt of the Department Head's written response.

(b) The Administrator shall respond to the grievance by conducting a hearing with the Steward and business representative and the grievant within five (5) working days following the date of presentation of the written appeal. A written response shall be made by the Administrator to the grievant and the Steward within five (5) working days from the date of the hearing.

Step Three.

(a) In the event that they are unable to settle the matter and the Union wishes to carry it further it shall be determined by decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within five (5) days, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules.



Step Three.

(a) In the event that they are unable to settle the matter and the Union wishes to carry it further it shall be determined by decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within five (5) days, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules.

(b) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the Employee or Employees involved and the Employer.

(d) Any grievance not appealed within the time limits outlined within the grievance procedure shall be considered settled on the basis of the last answer and not subject to further review. The arbitrator shall not have the jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of this Agreement or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

(e) The Arbitrator shall render his decision in writing not later than thirty (30) days after the hearing.

**ARTICLE 17**  
**HOURS AND WORK WEEK**

Section 1.

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

(b) The normal work day shall be eight (8) continuous hours.

Section 2. Shift Premium and Distribution of Overtime

(a) Employees who work on the second and third shift shall receive, in addition to their regular pay, twenty-five (\$.25) cents per hour respectively additional compensation.

(b) The weekend shift difference is \$.50.

(c) The regular full work day shall consist of eight (8) continuous hours per day.

(d) Thirty (30) minutes off for lunch is included in the eight (8) hour period.

(e) Employees may take one (1) fifteen (15) minute rest period during the first half of their regular shift and one (1) fifteen (15) minute rest period during the second half of their regular shift. Rest periods are not to be taken at the beginning or ending of a shift and not in conjunction with 30 minute unpaid lunch breaks.

(f) Early Reporting and Call-In: Hourly rated Employees reporting for duty at the Employer's request for work which is outside of and not continuous with the Employee's regular work period shall be guaranteed two (2) hours of pay at one and one half (1-1/2) time his/her regular rate. All unscheduled absences must be called in to (517) 783-1111 at least one (1) hour prior to the scheduled work shift.

(g) Distribution of overtime shall be divided and rotated as equally as possible according to seniority in classification.

(h) No Employee shall be required to take time off from his scheduled work week in order to avoid payment of overtime for hours worked.

Section 3. Time and One-half.

Time and one-half will be paid as follows:

1. For all hours worked over eight (8) in one day.
2. For the seventh (7<sup>th</sup>) day as such.
3. For all hours in excess of the regular work week or eighty (80) hours every two week pay period.
4. For all hours worked outside the regular shift on holidays that are defined in this Agreement in addition to holiday pay.
5. There shall be no pyramiding with respect to the same hours for purposes of overtime.

Section 4.

New schedules shall be posted no later than the Thursday before the schedule is to be worked. Schedules shall not be changed after the schedule is to be worked. Schedules shall not be changed after they are posted except in the case of an emergency or other unforeseen events or if the change is agreed to by the employee(s) involved.

**ARTICLE 18**  
**HOLIDAY PROVISIONS**

(a) The paid holidays are designated as:

- |                               |                   |
|-------------------------------|-------------------|
| New Year's Day                | Labor Day         |
| Martin Luther King's Birthday | Veteran's Day     |
| President's Day               | Thanksgiving Day  |
| Memorial Day                  | Christmas Eve Day |
| Independence Day              | Christmas Day     |

An Employee who is schedule to work on a holiday, and who works as scheduled, shall receive the holiday pay plus time an one-half for all hours worked.

(b) Obviously, in a skilled nursing facility the entire staff cannot be off on the same day. The immediate supervisor will schedule the holiday time off. At the same time, consideration will be given as far as possible and reasonable to the individual's wishes. Whenever possible, the Employees will be scheduled so that all may have a turn for actual holidays off.

(c) If an Employee is scheduled to work a holiday and calls in sick, the Employee may utilize sick leave, if available, for the call-in. In this event, he/she shall not receive holiday pay. An Employee will receive holiday pay if he/she works as assigned on the scheduled work days immediately before and after the holiday, or have been on a pay status for these days. If an Employee is on a leave of absence, unexcused absence, Worker's Compensation, or unpaid sick leave on the days immediately before and/or after a holiday, no holiday benefits will be granted.

**ARTICLE 19**  
**SICK LEAVE/PERSONAL BUSINESS DAYS**

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 provided he/she works eleven (11) scheduled work days or more in that 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) At the end of each calendar year and for each year thereafter, there shall be an annual payout for sick leave days accumulated over twenty (20) during the calendar year. Maximum sick leave days to be paid out annually over twenty (20) will be five (5) sick leave days. For those employees who can cash in accumulated sick leave days over twenty (20), they shall received two (2) day's pay for each sick leave day cashed in.

(b) Optionally, sick leave payout on an annual basis 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) day's pay for each day cashed in.

Section 3. Personal Business Days. To be entitled to paid personal leave, Employees must have seniority status. Employees are granted five and one half (5 1/2) days upon being hired and upon each respective anniversary date. Personal leave shall not accumulate from year to year. Personal business days may be requested to be taken on Saturdays and Sundays with approval of the Department Supervisor. Personal business day requests for Saturdays and Sundays will be granted or denied by the Department Supervisor based upon maintenance of efficient department operation. An Employee shall notify his/her supervisor at least 24 hours prior to utilizing personal leave. Employees will be paid for personal leave at their current rate of pay at the time they take



personal leave. Personal business days may be cashed in for full value 30 days prior to the employee's anniversary date, rather than lose them. Written notice of employee's intent to cash in must be given to payroll within 30 days prior to the anniversary date.

Section 4. Payment Upon Separation. Employees, upon voluntary separation from service, shall be paid for unused sick days and personal business days if the employee has one year of seniority and if two (2) weeks written notice is given to the employer. Additionally, the employee must not have any unplanned absences or occurrences, unless verified by a physician, during the two-week notice period. Payout for personal business days shall be at the current rate of pay at the time of separation. Payout for accumulated sick leave will be at one half (1/2) accumulated sick leave at the current rate of pay at the time of separation.

## **ARTICLE 20 FUNERAL LEAVE**

An Employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the Employee's household. An Employee will be allowed one (1) day of paid funeral leave for the death of a brother-in-law or sister-in-law. Any Employee selected to be a pallbearer for a deceased Employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Local Union Chairman of his/her representative shall be allowed one (1) funeral leave day in the event of a death of a member of the unit who is a member of the Medical Care Facility, for the exclusive purpose of attending the funeral. Paid funeral leave for immediate family is not extended beyond one working day past the date of the funeral. Sick leave days may be used to extend a funeral leave upon notification of and authorization by the Employer.

## **ARTICLE 21 MEDICAL & DENTAL INSURANCE AND FLEXIBLE SPENDING ACCOUNTS**

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

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

dependent criteria. Detailed Benefit Summaries are available in Human Resources. This new split prescription copay will have an effective date of October 1, 2000.

(b) Blue Cross Blue Shield Community Blue PPO Plan I (a Preferred Provider Organization) offers both in-network and out-of-network benefit levels with no in-network deductible and an out-of-network deductible of \$250 individual / \$500 family. Blue Vision, provided by Vision Services Plan, offers benefits which cover frames, lenses, contacts and eye exams at different benefit levels for participating and nonparticipating providers. A mail order program for prescriptions allows for three months of prescriptions to be purchased for the cost of one copay. PPO In-network benefits are: \$10 copay for office visits, \$50 copay for emergency room, \$10 copay for urgent care facility, \$10 generic / \$20 brand prescription copay, 100% coverage on preventive services, 100% coverage for both in-patient and out-patient hospital services, 100% coverage on pre and postnatal maternity care, and 100% coverage for delivery and nursery services. PPO Out-of-network benefits are: 80% coverage after deductible for office visits if medically necessary, \$50 copay for emergency room, 80% coverage after deductible for urgent care facility, \$10 generic / \$20 brand prescription copay, preventive services are not covered, 80% coverage after deductible for both in-patient and out-patient hospital services, and 80% coverage after deductible on maternity care (pre and postnatal services & hospital services). IRS dependents between the ages of 19 and 25 and sponsored dependents may be covered at an additional cost. Both types of dependents must meet specific criteria to be covered. The employee pays the additional cost to cover an IRS dependent or a sponsored dependent. Detailed Benefit Summaries are available in Human Resources. This new product will have an effective date of October 1, 2000.

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

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

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

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

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

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

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

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

Section 2. If an employee possesses current medical insurance coverage from another source (i.e., spouse or parent), then \$75 per pay period shall be paid to the full time employee in lieu of medical coverage. Employees must provide proof of coverage and sign a waiver (available in Human Resources) before the in lieu of payment is granted. Coverage under Medicaid programs does not qualify an employee for the in lieu of payment. Only by declining medical coverage is an employee eligible for an in lieu of payment. If coverage is involuntarily lost, an employee may enroll in the group insurance after providing proof of the qualifying event which resulted in the loss of coverage. Group benefits then become effective the first day after the loss of coverage. Benefit changes made during the November open enrollment are effective January 1 of the next year. If an employee has medical insurance coverage elsewhere, the Employer will not provide duplicate coverage. The employee will be required to select either an Employer plan or the spouse's plan. The employee cannot be covered by both the spouse's plan and the Employer's plan.

Section 3. Employees are eligible to participate in an IRS Section 125 governed Flexible Spending Account. The Flexible Spending Account benefit will be administered by AFLAC or another third party administrator. The cost to employees to administer this benefit is \$1.50 per participant per month. The amount of \$.75 will be deducted from the employee's first and second pay period ending date each month. The employee's flexible spending account deductions will be deducted from each paycheck. These amounts are pre-taxable. The medical spending account limit is \$1000 and the dependent care spending account limit is \$5000 (\$2500 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.

Section 4. 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 \$1000). The member maximum per year for Type A,B, and C services is \$1000. Deductibles apply to Type B and C services (\$50 Individual and 3 times the aggregate for Family). The orthodontic benefit will be available group wide after a one-year waiting period. Detailed Benefit Summaries are available in Human Resources. This new dental benefit (Type A, B, and C) will have an effective date of October 1, 2000. Orthodontic benefits will be available October 1, 2001.

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

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

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

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

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

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

Section 5.

(a) The Employer may change carriers after consulting with the Union provided that the coverage under the carrier's policy will be exactly the same, or better than the coverage under the Blue Cross Blue Shield PPO or PHP Plans.

(b) Hospital and medical coverage provided by the Employer will continue when the Employee retires. For employees hired after March 1, 1994, fifteen years service will be required to receive health insurance upon retirement.

(c) The Employer shall provide each Employee with one (1) pair of safety glasses, prescription if needed, per year.

**ARTICLE 22**  
**LIFE INSURANCE COVERAGE**

The Employer shall pay for life insurance of Twenty-Five Thousand Dollars with additional Accidental Death and Dismemberment Insurance of Twenty-Five Thousand Dollars when the regular Employee attains seniority status. Voluntary (also referred to as supplemental) life insurance for an employee, an employee's spouse, and an employee's children are 100% employer paid. This insurance premium will be deducted from the employee's first and second pay period ending date each month. Employees who elect benefits during a November open enrollment (or at any other time) are subject to medical underwriting by the insurance carrier in order to qualify for any voluntary insurance.

Retirees will have \$3,000 life insurance paid by the Employer.

**ARTICLE 23**  
**VACATION ELIGIBILITY**

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

1. Two (2) weeks after one (1) year to seven (7) years of employment.
2. Three (3) weeks after seven (7) to twelve (12) years of employment.
3. Four (4) weeks after twelve (12) years to sixteen (16) years of employment.
4. Five (5) weeks after sixteen (16) years to twenty -five (25) years of employment.
5. Six (6) weeks after twenty-five (25) years and over of employment.

**ARTICLE 24**  
**VACATION PERIOD**

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and efficient operation of the department concerned.

Section 2 Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

Section 3. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 4. A vacation may not be waived by an Employee and extra pay received for work during that period.

Section 5. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the Employee's vacation will be rescheduled upon the presentation of a certification from the Employee's doctor. In the event the Employee's incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

Section 6. Each Employee shall request his/her vacation three (3) weeks prior to the time he/she wishes to take it. It shall then be posted.

Section 7. Vacations leave may be taken one day at a time to a maximum of five (5) single days within an anniversary year, subject to the restrictions contained above.

Section 8. Payment Upon Separation. Employees, upon voluntary separation from service, shall be paid for all unused annual leave days earned and credited at the employee's current rate of pay only if the employee has one year of seniority and if two (2) weeks written notice is given to the employer. Additionally, the employee must not have any unplanned absences or occurrences, unless verified by a physician, during the two-week notice period.

**ARTICLE 25**  
**PAY ADVANCE**

Section 1. If a regular pay day falls during an Employee's vacation, an Employee will receive that check in advance before going on vacation. The Employee must make a

request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

Section 2. If an Employee is laid-off or retired, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled Employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

Section 3. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

Section 4. Vacation days may be cashed in for full value if not taken prior to the Employee's anniversary date, rather than lose them. Vacation days may not be cashed out any sooner than 30 days prior to employee's anniversary date. Written notice of Employee's intent to cash-in must be given to Payroll within 30 days prior to Employee's anniversary date.

Section 5. Payroll correction checks will be issued by the next Wednesday of the following week if the mistake is greater than \$10.00. If the error is less than \$10.00, the error shall be corrected in the next pay.

**ARTICLE 26**  
**JURY DUTY**

An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

**ARTICLE 27**  
**TUITION REIMBURSEMENT**

Any Employee who has at least one (1) year's seniority who takes a course of study that is directly related to the functions of a health care facility, upon satisfactory completion of the course with at least a C average, shall be reimbursed tuition fee up to \$1,500 annually. The course must be pre-approved by the Administrator and the Employee must show proof of enrollment.

**ARTICLE 28**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employer agrees to maintain a third party EAP of its choosing for employees.

**ARTICLE 29**  
**SHORT TERM DISABILITY INSURANCE**

Section 1. The Employer shall provide short term disability insurance for members of the bargaining unit. Members of the union must have attained a minimum of one year of continuous employment in order to be eligible for the short term disability benefit. This insurance program shall provide short term disability benefits at sixty percent

(60%) of the employee's daily base wage, commencing on the first (1<sup>st</sup>) day of injury and the eighth (8<sup>th</sup>) day of illness. The short term disability benefit may continue for a period up to twenty-six (26) weeks after commencement. Qualifications for receiving these benefits are set forth in the terms of the short term disability insurance. The provisions shall be governed by the terms of the insurance policy. Employees who elect coverage during a November open enrollment (or at any other time) are subject to medical underwriting by the insurance carrier in order to qualify for short term disability insurance.

Section 2. Employees shall 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.

**ARTICLE 30**  
**BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE 31**  
**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement that should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 32**  
**TERMINATION AND MODIFICATION**

Section 1. This Agreement shall continue in full force and effect until February 28, 2003.

Section 2. If either party desires to terminate this Agreement it shall, one hundred eighty (180) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to

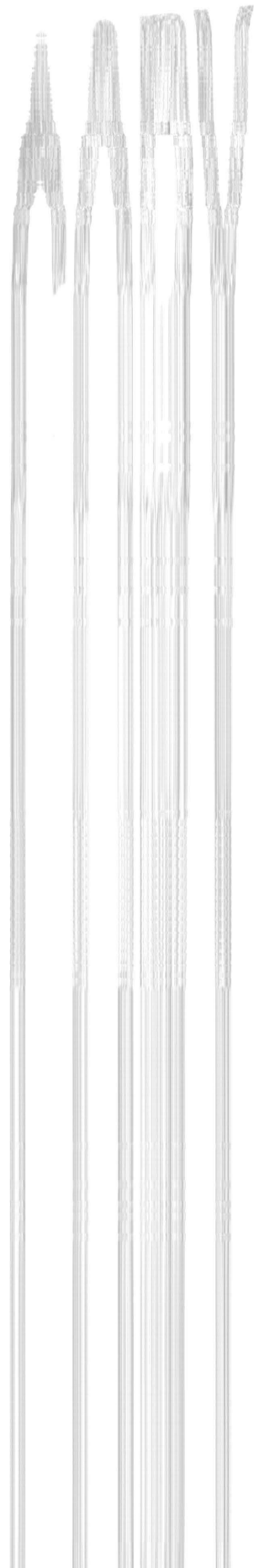
year thereafter subject to notice of termination by either party on one hundred eight (180) calendar days written notice prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement it shall, one hundred eighty (180) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment or amendments desired. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least one hundred eight (180) calendar days prior to the anniversary date of this Agreement. In the event that no notice is given of the intention to re-open, then all of the features of said Agreement shall be automatically renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers.



# APPENDIX A



APPENDIX A  
PENSIONS

COPY

Step 1.

Final Average Compensation (FAC) is equal to the average of compensation (wages) paid to an Employee during five (5) consecutive years of credited service within the ten (10) years preceding retirement from the County employment.

1993	\$16,000.00
1994	\$17,000.00
1995	\$18,000.00
1996	\$19,000.00
1997	<u>\$20,000.00</u>
TOTAL	\$90,000.00 (FAC)/5 years = \$18,000.00

Step 2.

FAC multiplied by 2%.

\$18,000
x <u>.02</u>
\$360.00

Step 3.

Multiple years of vested service by total in Step 2.

\$ 360.00
x <u>8 yrs.</u>
\$2,880.00

\$360.00
x <u>15 yrs.</u>
\$5,400.00

\$360.00
x <u>22 yrs.</u>
\$7,200.00

Step 4.

Divide figure in Step 3 by 12 to arrive at monthly benefit rate.

\$2,800.00 divided by 12 = \$240.00/monthly  
\$5,400.00 divided by 12 = \$450.00 monthly  
\$7,200.00 divided by 12 = \$600.00/monthly



STRAIGHT LIFE

An unreduced retirement allowance for life (see sample computations on page 1). All retirement benefits stop upon the death of the retiree.

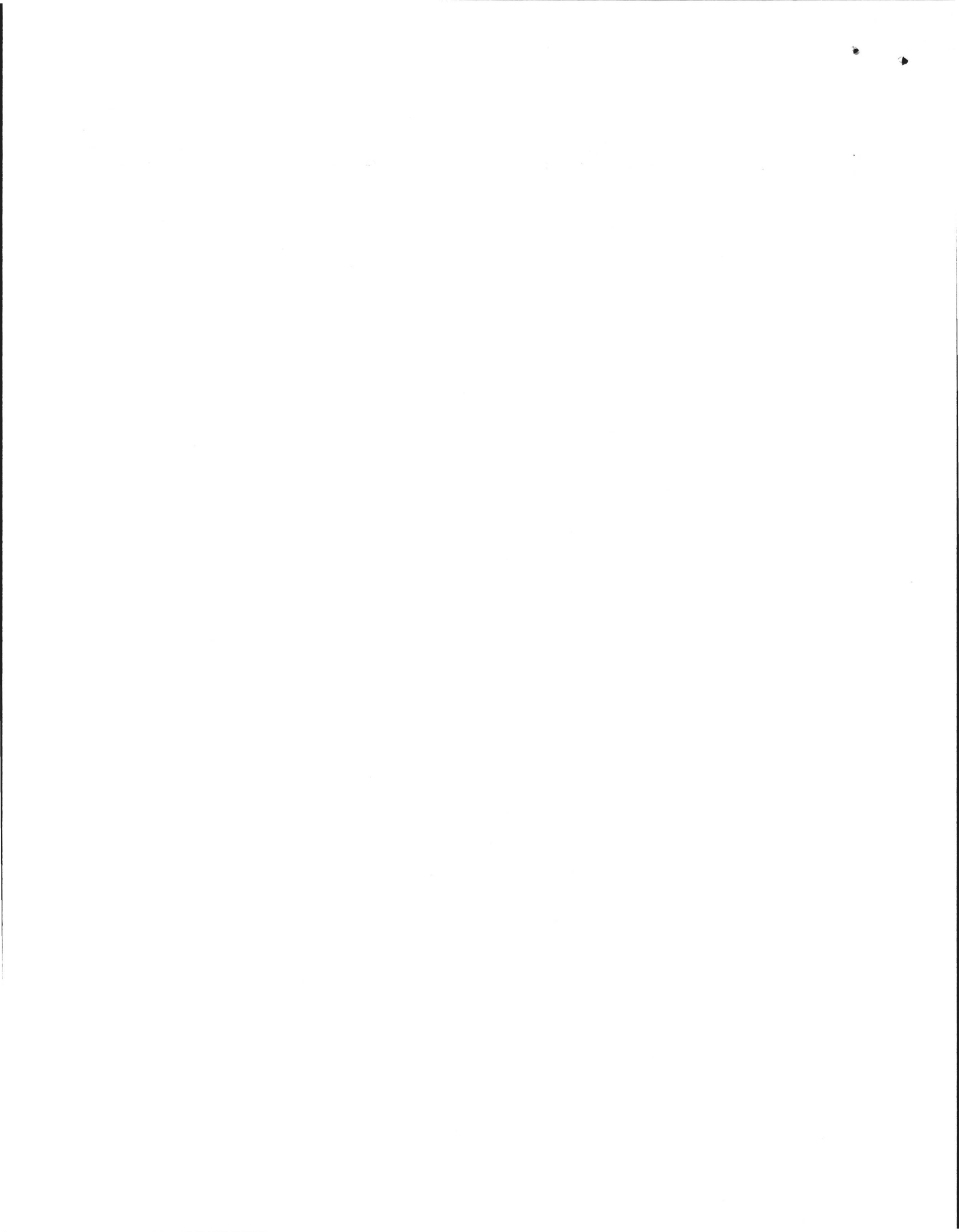
Upon the death of the retiree should there be a difference between the retiree's accumulated contributions and the total amount of retirement allowance payments made the named beneficiary shall be paid that difference.

SURVIORSHIP OPTIONS

Reduction in monthly benefit from straight life amount are based on the age of the employee and the age of the spouse at retirement. Estimates can be obtained at any time from the Pension Coordinator. See the Human Resource Director for the Retirement Coordinator contact information.

PENSION CONTRIBUTION

As a condition of employment, all Employees shall be members of the Jackson County Employee's Retirement System. The multiplier of final average compensation shall be 2.0% of credited service. In addition, Employee contributions shall be 2.5% of payroll. The employee pension contribution will, however, be reinstated at 5.5% of payroll if pension plan funds are reduced to a level of less than 105% of the funds necessary to finance the pension plan. The Union and Employer agree to meet and discuss an increase in employee contribution should the pension fund reduce to a level of less than 110% of the funds necessary to finance the pension plan.



**APPENDIX B**  
**SALARY SCHEDULE & RATES**

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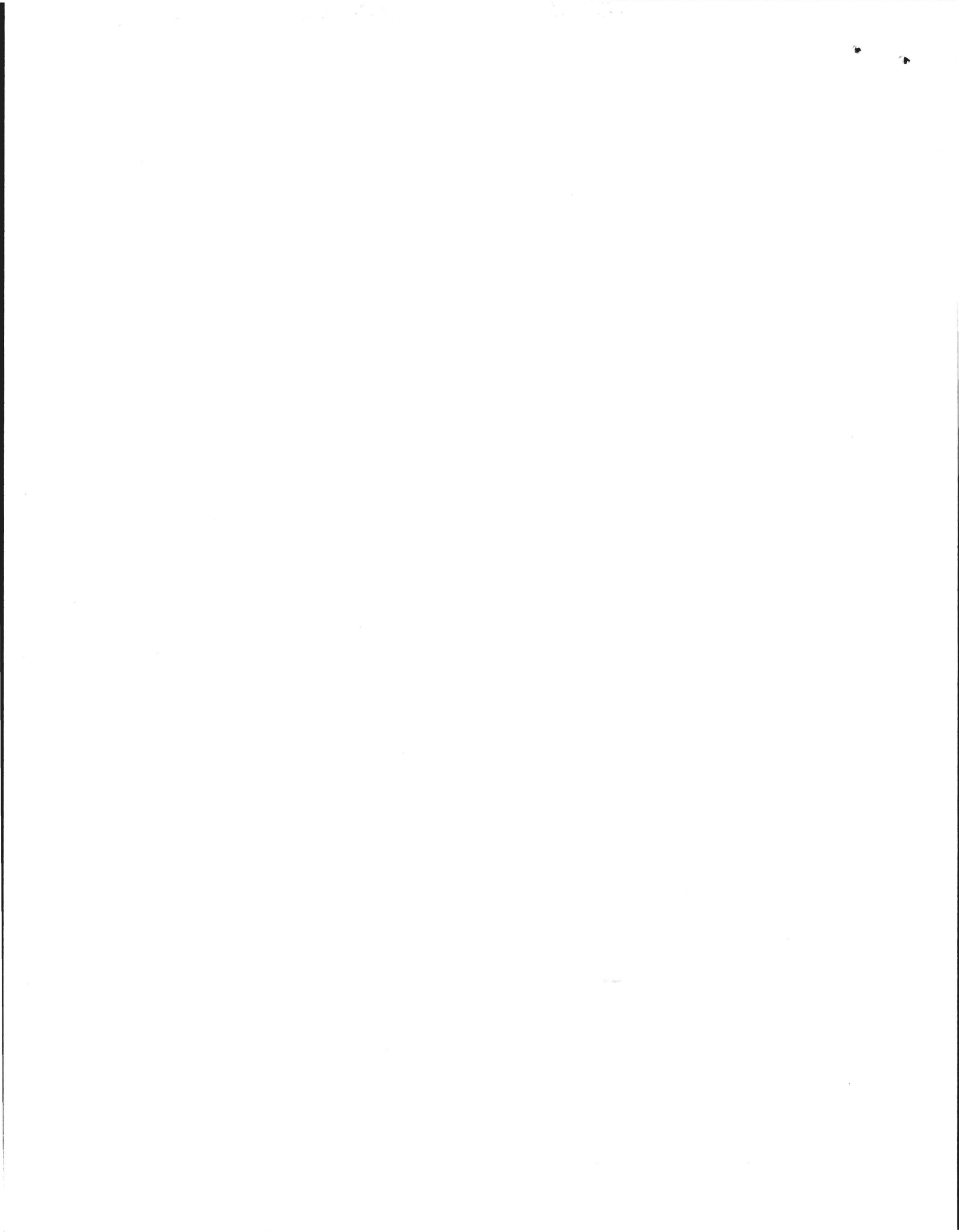
Effective March 1, 2000:

<u>CLASSIFICATION</u>	<u>PROBATION RATE</u>	<u>91<sup>ST</sup> DAY</u>	<u>AFTER 1 YEAR EMPLOYMENT</u>
Maintenance Helper	\$9.50	\$10.00	\$10.50

Effective January 1, 2001:

<u>CLASSIFICATION</u>	<u>PROBATION RATE</u>	<u>91<sup>ST</sup> DAY</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>5 YR</u>	<u>7YR</u>	<u>10 YR</u>
Building Engineer	\$11.24	\$12.01	\$12.62	\$12.72	\$12.97	\$13.22	\$13.47	\$13.72

The parties agree that for calendar years 2002 and 2003 an amount equal to the wage pass-through, if adopted by the Michigan Legislature, shall be provided to members of Local 547 minus those monies reserved by the Facility as administrative fees. If the Michigan Legislature does not adopt a wage pass-through for 2002 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, 2002. Likewise, should there be no wage pass through adopted by the Michigan Legislature for 2003, then a forty (40) cents/hour across-the-board wage increase shall be effective for members of the bargaining unit, effective January 1, 2003. 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.



IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed this 23rd day of January, 2001.

JACKSON COUNTY FAMILY  
INDEPENDENCE AGENCY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, 547 A, 547 B,  
547 C, 547 H, AFL-CIO

\_\_\_\_\_  
FIA Board Chair

\_\_\_\_\_  
BUSINESS MANAGER

\_\_\_\_\_  
FIA Board Vice Chair

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
FIA Board Member

\_\_\_\_\_  
RECORDING-CORRESPONDING  
SECRETARY

\_\_\_\_\_  
Administrator



