

12/31/85

Ingham County Medical
Care Facility

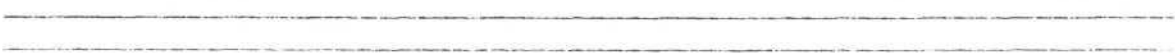
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12/31/85



MASTER
A G R E E M E N T
BETWEEN
INGHAM COUNTY BOARD OF SOCIAL SERVICES
and
INGHAM COUNTY EMPLOYEES' ASSOCIATION
Unit I
Unit II
Unit III



Ingham County Medical Care Facility

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ARTICLE 1

RECOGNITION

Section 1. Recognition of Unit I. The Ingham County Social Services Board (hereinafter referred to as the "Board" or "Employer") hereby recognizes the Ingham County Employees' Association (hereinafter referred to as the "Association" or "Union" or "ICEA") pursuant to Case No. R79 I-399 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below is the exclusive representative for the purposes of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Unit Description

Unit I

All permanent, full- and part-time Charge Nurses, and Education Coordinator, excluding the Nursing Service Coordinator, all managerial employees, the Director of Nursing, employees within ICEA Unit II, ICEA Unit III, the American Federation of State, County and Municipal Employees, and all other employees.

Persons who are awaiting Michigan Registration and who are employed as nurses in the Unit described above or under a temporary permit issued by the Michigan Board of Nursing, shall be included in this Unit.

Section 2. Recognition of Unit II. The Ingham County Social Services Board (hereinafter referred to as the "Board" or "Employer") hereby recognizes the Ingham County Employees' Association (hereinafter referred to as the "Association" or "Union" or "ICEA") pursuant to Case No. R79 I-358 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below is the exclusive representative for the purposes of collective bargaining and that pursuant to Sections 11 and 12 of

Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Unit Description

Unit II

All regular permanent, full and part-time Registered Nurses, excluding the Director of Nursing, Education Coordinator, other supervisory and managerial personnel, and other employees of the Medical Care Facility.

Persons who are awaiting Michigan Registration and who are employed as Nurses in the Unit described above or under a temporary permit issued by the Michigan Board of Nursing, shall be included in this Unit.

Section 3. Recognition of Unit III. The Ingham County Social Services Board (hereinafter referred to as the "Board" or "Employer") hereby recognizes the Ingham County Employees' Association (hereinafter referred to as the "Association" or "Union" or "ICEA") in the Unit described below is the exclusive representative for the purposes of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Unit Description

Unit III

All regular, permanent, full and part-time employees of the Ingham County Medical Care Facility excluding the following groups of employees:

American Federation of State, County and Municipal Employees
Ingham County Employees' Association Unit I
Ingham County Employees' Association Unit II
All Managerial and Supervisory Employees, unless specifically included.

The Board has recognized three distinctive groups of jobs based upon similar training and skills required, as well as other qualities providing them with a community of associated interests. This Agreement covers the bargaining unit of Technical, Office, Paraprofessional and Service positions.

The classification plan for Technical, Office, Paraprofessional and Service positions shall consist of the classes listed in this Agreement.

Those employees classified on Addendum A of this Agreement are included in the Ingham County Employees' Association, Unit III.

Section 4. New Classifications. In the event a new classification is created or the Employer proposes a reclassification, the unit steward and Union counsel's office shall be notified at least ten (10) days prior to such changes being implemented.

If the Union disagrees with the new or changed job wage schedule assigned, the Union shall, within five (5) days after the receipt of the Employer's proposals, request a special conference pursuant to Article 7. A meeting shall be scheduled within three (3) work days after the request is made. The parties may discuss the criteria used to determine the proposed salaries at such special conference. If there is no resolution at the special meeting and the Union alleges the rate is unreasonable, it may appeal the same to the Board at the Board's next regularly scheduled meeting, and may present evidence which the Union believes pertinent. There shall be no appeal from the decision of the Board.

Section 5. Unit Positions. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedure.

Section 6. Other Agreements. The Board agrees that during the life of this Agreement it will not enter into any agreements with employees individually or collectively which conflicts or are contrary to the terms of this Agreement without negotiating with the Association.

Section 7. Notice to Union. A copy of all notices required by this Agreement to be sent to the Union shall be sent to:

Hankins & Associates, P.C.
2277 Science Parkway
Okemos, MI 48864

ARTICLE 2

EMPLOYER RIGHTS

Section 1. Manage Its Affairs. The ICEA recognizes that the Board reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Facility's affairs.

Section 2. Rights. All rights, functions, powers, and authority which the Board has not specifically abridged, delegated or modified by this Agreement are recognized by the ICEA as being retained by the Board.

Section 3. Rules and Regulations. The Board shall have the right to amend, supplement, or add to its official departmental rules and regulations during the term of this Agreement so long as said amendments, supplements, or additions are reasonable and not inconsistent with provisions of this Agreement. The Administrator agrees to send a final draft of any amendments, supplements or additions to its official departmental rules and regulations to the Union at the same time they are sent to the Board for approval.

Section 4. Constitutional and Statutory Rights. Neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged.

Section 5. Notice to Employer. Notices from the Union to the Employer shall be sent to:

Administrator
Ingham County Medical Care Facility
3860 Dobie Road
Okemos, MI 48864

and to such other persons agreed to by the parties.

ARTICLE 3

SCOPE OF THE AGREEMENT

Section 1. Past Practices. There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further Agreements shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound. Provided, however, employees shall receive prior notice of any past practice changes affecting them. If a past practice change is to be implemented which effects wages or hours, or for an employee who may be disciplined, the Union shall also receive a copy before it goes into effect.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing, except as stated in Section 1.

ARTICLE 4

ASSOCIATION SECURITY AND CHECKOFF

Section 1. No Discrimination. The Employer will not discriminate against any employee because of membership in the Association.

Section 2. Condition of Employment. It shall be a condition of employment that all present and past Association members in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the Association or pay to the Association each month a service charge for representation in any amount to be determined by the Association, no later than the first appropriate pay period following either the execution of this Agreement or the completion of their probationary period, whichever is later.

Section 3. Dues, Deductions and Conditions. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Association's dues subject to all of the following conditions:

- A. The Association shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All Checkoff Authorization Forms shall be filed with the Personnel Manager who may return any incompleted or incorrectly completed form to the Association's Treasurer and no checkoff shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a representative fee as determined by the Association, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount for said employee due the Association as their fair share of costs attributable to negotiating the terms of the Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other Association activities.
- D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to employees if they have duplicated a checkoff deduction by direct payment to the Association.
- E. The Employer's remittance shall be deemed correct if the Association does not give written notice to the Personnel Manager within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The Association shall provide at least thirty (30) days' written notice to the Personnel

Manager of the amount of Association dues and/or representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Manager at least thirty (30) days prior to its implementation. New Checkoff Authorization Forms shall be submitted to the Employer in the event that an increase in the Association dues or representation fee is made.

- G. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance of any list, notice, certification or authorization furnished under this Article. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.
- H. The Union shall exclusively use the checkoff authorization as provided herein.

Section 4. The Association shall notify an employee who has not paid their dues or representation fee by certified mail with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Association shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of such a termination for failure to pay Association dues.

Section 5. Indemnification. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of such a termination for failure to pay Association dues or representation fees.

CHECKOFF AUTHORIZATION FORM

Ingham County Employees' Association

I hereby request and authorize you to deduct from wages hereinafter earned by me while in the Facility's employ, my Association dues of \$_____ or representation fee of \$_____ per month. The amount deducted shall be paid to the Treasurer of the Association, according to the Agreement reached between the Facility and the Association. I recognize that by executing this authorization form, I will be bound to the Association security and checkoff for the duration of this Agreement or the termination of my employment.

PRINT: Last Name First Name Middle Initial

Date deduction
is to start:

Month Year

Street Address

Date Signed

City

ZIP

Social Security Number

Signature

Department

ARTICLE 5

PROFESSIONAL NEGOTIATION PROCEDURE

Section 1. Meetings. The parties will cooperate in arranging meetings furnishing necessary information and otherwise constructively considering and resolving any matters of common interest.

Section 2. Representatives. At any negotiations described in this Article, neither party shall have any control of the other party and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification of the majority of the membership of the Association with the approval of the Ingham County Employees' Association and approval by the Ingham County Board of Social Services; but the parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification and approval.

Section 3. Application of Agreement. Any agreements negotiated shall apply to all members of the respective bargaining units unless specified and shall be reduced to writing and signed by the authorized representatives of the Facility, the Association and the Ingham County Board of Social Services.

Section 4. Negotiations or Special Conferences. The Employer agrees that Association members engaged during their work shift in negotiations or special conferences on behalf of the Association with the Employer shall not lose pay for time spent in negotiations or special conferences.

ARTICLE 6

REPRESENTATION

Section 1. Grievance Representation. The Units I, II and III bargaining Units shall be represented by a steward and alternate steward, respectively. The steward and alternate steward will be a member of the bargaining

Unit and their selection will be determined by the bargaining Unit members. The Employer will recognize the steward and alternate steward as representatives of the Association in the administration of the provisions of this Agreement and the grievance procedure. The Association will keep the Employer informed in writing of the name of the steward and alternate steward for the Units.

The steward or in the absence of the steward, the alternate steward, shall process grievances at all levels of the procedure. However, the steward or alternate steward may request participation of a representative(s) of the Ingham County Employees' Association once the grievance reaches Step 3 of the grievance procedure, provided the Administrator receives at least one day prior notification of such participation. In the absence of the steward or the alternate steward, a steward or alternate steward from another ICEA Unit at the Facility may be utilized for representation purposes.

The duties of the steward shall be to enforce the contract and Association rules, organize the Unit, bring the thinking of the leadership to the membership and to reflect the members thinking to the leadership.

Section 2. Negotiating Committee. The bargaining committee of the Association for each Unit, will include not more than two (2) bargaining unit members and two (2) alternate members employed by the Employer. It may also include the President of the Ingham County Employees' Association and a non-employee representative of the Ingham County Employees' Association.

Section 3. Professional Negotiations. Contract negotiation meetings between the parties may be held at times during the scheduled working hours of the Association's negotiating members. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the negotiating committee members.

Section 4. Time Off with Pay. The Employer will grant necessary and reasonable time off with pay during such

stewards scheduled working hours in any calendar week when the steward must be present to participate in the processing of grievances with the management representatives.

Section 5. Facility Access. Representatives of the Association, after first notifying the Facility Administrator or designated representative, may visit the areas of the Facility where the employees they represent are located for the purpose of representing such employees in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Facility.

Section 6. Concerted Activity. It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of negotiations or bargaining or other mutual aid and protection or to negotiate or bargain collectively with their public employees through representatives of their own free choice.

Section 7. Meetings on Facility Premises. The Association shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive of the duties of employees of the Facility or the efficient operation of the Facility and provided, further, that prior approval of such meeting is received from the Facility Administrator or his/her designated representative.

Section 8. Absence of Steward. In the absence of a Unit's steward or the alternate Unit steward, a steward or alternate steward from another ICEA Unit at the Facility may be utilized for representation purposes.

ARTICLE 7

SPECIAL CONFERENCES

Section 1. Purposes and Procedures. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these

special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at such special meetings. The Association representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a special meeting.

Section 2. Answers. An answer to the party calling the meeting will be forthcoming within ten (10) days concerning the matters discussed at the special conference. The parties intend that special conferences shall not be used as a forum to air grievances.

ARTICLE 8

GRIEVANCE PROCEDURE

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

Section 2. Definition. "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition, or circumstance under which an employee works, allegedly caused by a violation, misinterpretation, or a discriminatory application of any provision of this Agreement.

Section 3. Time Limitations.

- A. For the purpose of the grievance procedure, a "day" shall mean Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or any employee or is returned by the Facility.

- B. Any time limit listed in the grievance procedure may be extended by mutual agreement of the parties.
- C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; and any answer given in return to the Union representative or employee shall be dated and signed by the Facility representative.
- D. Any grievance not answered by the Employer within the time limits herein set forth shall be deemed settled on the basis of the Association's original demand, unless partial "relief asked for" has been implemented, in which case relief will be granted on the basis of the Association's last demand.
- E. Any grievance not appealed by the employee or Union within the time limits herein set forth shall be deemed settled on the basis of the Employer's last answer.

Section 4. Steps in the Grievance Procedure.

Step 1.

An employee with a grievance shall first discuss it with their department head within seven (7) calendar days of occurrence or awareness, either individually or with the Association representative, to try to resolve the matter informally. The department head must furnish an oral answer within three (3) days of receipt of the grievance.

Step 2.

If the grievance is not satisfactorily resolved by the department head's answer at Step 1, the employee and/or Association representative shall reduce it to writing on the grievance form and present it to the department head within three (3) days of the department head's oral answer and in any event, no later than eleven (11) days from the date of the occurrence or awareness. The department head shall submit a written answer within an additional three days.

Step 3.

If the answer of the department head as received in Step 2 is not satisfactory to the employee, or if the department does not have a department head, the grievant or the Association representative may submit the grievance to the Administrator within five (5) days of the answer by the department head. The Administrator shall submit his written answer to the grievant and the Association representative within five (5) days following the meeting.

Step 4.

If the grievance is not resolved at Step 3, the grievant or Association representative may submit the grievance to the Social Services Board within ten (10) days of the receipt of the answer from Step 3. A meeting will be scheduled at the next regularly scheduled Board meeting between the representative of the Association. The Board shall submit its written answer to the grievant and Association representative within five (5) days following the meeting or receipt of the grievance, whichever is later.

Step 5. Arbitration.

- A. Appeal to the Arbitrator. Any grievance which is unresolved at Step 4 of the grievance procedure will be submitted to arbitration if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Employer or the Association within not more than thirty (30) days after the answer in Step 4.
- B. Selection of Arbitrator. The Association and the Employer shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of the written notice requesting arbitration, the matter shall be referred to the American Arbitration Association for the selection of an impartial arbitrator under the uniform rules and regulations of the American Arbitration Association.
- C. Powers of the Arbitrator. The arbitrator shall be empowered to hear, investigate, and decide any difference between the parties

which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The arbitrator shall have full discretion to uphold or rescind disciplinary measures imposed by the Employer. The arbitrator shall have no power to:

- (1) Add to, subtract from, or otherwise modify any of the provisions of this Agreement,
- (2) Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on the cause, the matter shall be referred back to the parties without decision or recommendation. The arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the arbitrator and such witnesses may be cross-examined by the arbitrator or party opposing.

D. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

E. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

Section 5. Employee Election of Forums. If an employee files a complaint with the Michigan Department of Civil Rights and a grievance under the contract alleging the same facts and circumstances, then the employee will be notified that the employee has to elect only one forum. If the employee elects to proceed with the Michigan Department

of Civil Rights, then the grievance shall be withdrawn and vice versa. If the employee fails to elect the remedy, the grievance shall not be processed. This shall also apply to veteran's preference hearings, Michigan wage and hour statutory remedies, or court actions litigating the same issues. However, at no time shall any employee of the respective bargaining units bind the Association in electing forums listed herein.

ARTICLE 9

DEFINITION OF EMPLOYEES

Section 1. Full-time Employees. Employees scheduled to work forty (40) hours per week shall be considered as full-time employees. A full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

Section 2. Regular Part-time Employees. Employees who are permanently regularly scheduled to work less than full time but at least half-time (twenty [20] hours per week) shall be classified as regular, part-time employees. They shall:

- A. Be paid for their hours worked at the regular rate of an employee in that classification.
- B. Receive overtime pay on the same basis as full-time employees.
- C. Receive vacation and sick leave based on compensated hours. Receive personal leave, funeral leave and holiday pay for day not worked on a prorated basis in proportion to regular hours of employment for the preceding two payperiods.
- D. Receive retirement where eligible on a prorated basis in proportion to their hours worked.
- E. Receive insurance benefits as outlined in the insurance section.
- F. Receive longevity bonus on a prorated basis in proportion to their hours worked.

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

Section 3. Special Part-time Employees.

- A. Unit I. There are no special part-time employees in Unit I.
- B. Unit II. Special part-time employees shall include employees regularly scheduled to work nineteen (19) hours or less per week, and employees that are regularly scheduled to work weekends only, and employees that are used for on-call purposes only. Such employee shall be eligible for compensation by wages, including weekend and shift differential, and shall not be covered by provisions of this Agreement. The Employer agrees that special part-time employees shall not be used for the purpose of replacing regular, full-time employees and in the event of layoffs, no part-time or full-time employee shall be laid off while special part-time employees are employed in Unit II.
- C. Unit III. Special part-time employees shall include employees regularly scheduled to work nineteen (19) hours or less per work week, and employees that are regularly scheduled to work weekends only, and employees that are used for on-call purposes only. Such employees shall be eligible for compensation by wages including weekend and shift differential, and shall not be covered by provisions of this Agreement. If the Union feels that this Section is being abused, the matter shall become a subject for immediate negotiations.

Section 4. Probationary Employees.

- A. New employees shall be on a probationary

status for the first five hundred twenty (520) compensated hours of their employment.

- B. The Union shall not represent employees during the probationary period. Union dues or representation fees shall not be paid during an employee's probationary period.
- C. Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure.

Section 5. Orientation of Probationary Employees.
The Union shall be given an opportunity to meet with new probationary employees for the purpose of orienting them.

Section 6. Temporary Employees. An employee who is hired for a period of six (6) months or less will be considered a temporary employee, shall not attain seniority in the bargaining unit, and shall be compensated by wages only, pursuant to the attached wage schedules, by the classification for which they are employed. Such wages shall not exceed a rate of ten (10%) percent above the beginning salary rate for that position. The Board agrees that in the event that full-time employees are reduced in hours or laid off, the use of temporary employees shall cease prior to the implementation of reducing full-time and part-time employees.

Section 7. Anniversary Date. Notwithstanding any provisions of this Agreement to the contrary, whenever the term anniversary date is used, it shall be deemed to mean an accumulation of two thousand eighty (2080) regular hours as constituting one (1) year. It shall include hours earned for vacation, holidays, funeral days when taken, personal leave days when taken, and paid sick leave when taken.

Section 8. Hours Compensated. For the purposes of calculating an employee's probationary period, advancement on the salary schedule, vacation accumulations, and sick leave accumulations, the term "hours" shall be based on hours compensated, i.e., hours for which an employee receives wages, vacation pay, holiday pay, funeral leave pay, sick leave pay, jury duty pay, or pay while on an approved leave of absence (but not worker's compensation benefits).

ARTICLE 10

EVALUATION, PROMOTION, DEMOTION

Section 1. Evaluation. Newly appointed employees of the bargaining unit shall have a written evaluation of their work performance by their supervisor within ninety (90) calendar days following employment and annually thereafter. The employees shall acknowledge such evaluation by signature; however, such signature will imply neither agreement or disagreement with the evaluation. In no case shall any evaluation be subject to the grievance procedure except as provided for in Article 12, Part B, Section 14(C). Employees who do not agree with their annual evaluation may, within five (5) days after receipt of written statement, submit the response to his/her department head, a copy of which shall be attached to the evaluation.

Section 2. Unit I and Unit II Promotions. Employees within Unit I and Unit II who meet the minimum qualifications for promotion within the Units shall be given every possible consideration for promotion. When two (2) or more employees have equal qualifications for promotion to the same position, preference will be given to the employee having the most time and service. Such qualifications will include but may not necessarily be limited to education, training, nursing experience and capability.

In order to implement the above promotion policy, the Medical Care Facility will, whenever a vacancy exists or a newly created job is established, post on the Facility's bulletin board a notice of such vacancy or newly created job for a period of not less than one (1) week, excluding holidays.

Employees promoted from within the Facility shall serve a probationary period of five hundred twenty (520) hours. During the said probationary period, the Employer may demote an employee whose performance does not meet the required work standards. In that event, the employee shall return to their former position prior to the promotion. Thereafter, employees who successfully complete the required five hundred twenty (520) hours shall only be demoted for just cause.

Section 3. Unit III Job Posting. The Employer shall post on a bulletin board at the Facility for seven (7) consecutive calendar days any Unit III job opening in the

Facility. Any Unit III employee in the Union may apply for said job and will be referred to the department head for an interview for the position if such employee meets the minimum qualifications. However, the Employer reserves the right within its sole discretion, to select the employee for the position from outside of the Union.

Section 4. Demotion.

- A. A voluntary demotion shall be considered the movement of an employee at their option to a lower grade level which may or may not provide a decrease in salary.
- B. An involuntary demotion shall be considered the movement of an employee to a lower grade level in salary as determined by the Employer.

In the case of an involuntary demotion of an employee within the bargaining unit, the Medical Care Facility shall show just cause for the demotion.

In the case of a voluntary demotion, the Facility and the employee shall agree, however, the Facility shall not have to show just cause.

ARTICLE 11

CREDIT UNION

Section 1. Credit Union Program. The Employer will continue during the life of this Agreement as in the past to cooperate with the employees' credit union program for the benefit of participating employees.

ARTICLE 12

MAINTENANCE OF DISCIPLINE

PART A

Section 1. Corrective Discipline. Discipline that is necessary will be of a corrective nature rather than punitive and except any situation involving termination for just cause will be based on verbal warning followed by written warning before any penalty is assigned.

Section 2. Just Cause. Individual discipline penalties including discharge, shall be for just cause and may become a subject for the grievance procedure, starting at Step 2 of the Grievance Procedure.

Section 3. New Rules or Rule Changes. All new rules or rule changes shall be presented to the Association and shall be posted for a five (5) day period prior to its effective date, unless health reasons necessitate immediate implementation. If there is concern regarding the rule or rule change, the Association may request a special conference between the Association and the Employer to discuss said rule or rule change.

Section 4. Effective Date of all Rules and Regulations. Notwithstanding the above provisions, all rules and regulations will go into effect five (5) days from the date of issuance.

Section 5. Method of Reprimand. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

Section 6. Notice. All employees are entitled to a fair notice of the accusations and charges. The notice of disciplinary action shall cite the specific incident and/or rules and regulations and/or appropriate law which the employee is alleged to have violated.

Section 7. Representation. An employee requested to attend a hearing, meeting or investigation conducted by the Facility which may reasonably lead to discipline of said employee shall be entitled to a right of representation at said hearing, meeting or investigation.

Section 8. Personnel Files. Employees' personnel files shall be kept under the direct control of the Facility's Personnel Manager. The Employer and the Association agree that Act 397 of the Public Acts of 1978 shall govern access and review of the personnel records. Act 397 and any subsequent amendments are incorporated herein and made a part of this Agreement.

PART B

AFFIRMATIVE ASSISTANCE
COUNSELLING, RETRAINING AND CONDITIONAL SERVICE RATINGS

Section 9. Scope. The Employer may utilize affirmative assistance to assist non-probationary employees who are having difficulties performing their jobs satisfactorily and/or not responsibly fulfilling their employment obligations. Affirmative assistance is not to be considered as discipline.

Section 10. Definition. Affirmative assistance means counselling (verbal and/or written), retraining and/or conditional service rating.

Section 11. Corrective Measures. In unsatisfactory job performance, as opposed to misconduct, the Employer may utilize affirmative assistance measures. Such measures may include counselling (verbal and/or written), retraining and conditional service rating. If measures do not succeed, then the employee may be dismissed and such dismissal may be considered for just cause. The circumstances of each case will determine the measures to be utilized. However, counselling or retraining must precede by fifteen (15) days a conditional service rating, and a conditional service rating must precede termination.

Section 12. Application. The various affirmative assistance measures will be utilized progressively in the following order:

- A. Counselling. Verbal counselling includes discussion of perceived improprieties in an employee's conduct or work. It also involves the explanation of departmental expectations and analysis of the employee and/or conduct record in comparison therewith. No record of verbal counselling shall be placed in an

employee's personnel file. This, however, does not preclude a supervisor from referring to verbal counselling in the event a written counselling memo is issued. Written counselling means the discussion and/or explanation is reduced to writing with a copy submitted to the employee. Written counselling memos shall be removed from the employee's personnel file after three (3) months unless, within that period, a retraining order or conditional service rating is issued.

- B. Retraining. Retraining includes written counselling, and any or all of the following as determined by the Employer:
- i. The establishment of specific, written job performance criteria for the employees;
 - ii. The establishment of reasonable time limits to meet said criteria;
 - iii. The appointment of a fellow employee to assist the employee in meeting job performance criteria and monitoring this job performance;
 - iv. The requirement of attendance at any special schools or participation in any special programs designed to improve job knowledge, understanding and performance;
 - v. Any other reasonable terms, conditions and criteria.
- C. Conditional Service Rating (Written). This rating includes the personal discussion accompanied by a written summary, outlining unsatisfactory job performance by the employee, specifying improvement requirements, and setting a time limit of not less than thirty (30) days nor more than one hundred eighty (180) calendar days by which time specified improvement must be made and job performance must be satisfactory. A copy of the rating shall be given to the employee and notice of it shall be given to the Association.

- D. Termination of Employment. After receipt of a conditional service rating, and the employee has failed to meet specified improvement requirements within the time limits established, or fails to meet established job performance criteria, the employee's service with the Employer may be terminated.

Section 13. Association Participation. It is understood and agreed that whenever the Employer or an employee requests assistance from the Association helping an employee that is not satisfactorily performing his/her job/work performance, the Association shall cooperatively assist in affirmative assistance. The employee may also utilize the assistance of the Association representative in any appeal, conference or hearing required by this Article.

Section 14. Appeals.

- A. Counselling, Verbal/Written. No appeal. However, if the employee believes that written counselling is either inaccurate, unwarranted or that there are mitigating circumstances, the employee shall, within five (5) days, submit a statement of response to his/her supervisor, a copy shall be attached to the Employer's copy of the written counselling.
- B. Retraining. If the employee believes that the retraining order is either inaccurate, unwarranted or that there are mitigating circumstances, or if he believes the retraining criteria are arbitrary, capricious, or unreasonable, he may, within five (5) working days, appeal in writing to the next level of supervision above the level that imposed the retraining. The party to whom the appeal is directed may confer with the employee and the supervisor imposing the retraining and may set aside, modify or affirm the retraining order. The appeal shall be determined within ten (10) working days. No further appeal shall be permitted.
- C. Conditional Service Rating. If the employee believes the rating to be inaccurate, unwarranted, unfair, arbitrary or capricious, or due to mitigating circumstances, or that the

time limits for compliance are unreasonable, the employee shall, within five (5) working days of issuance of the rating, (1) submit a statement of dissent, answering and specifying each item and the rating that the employee disagrees with; and (2) appeal in writing to the next level of supervision above the level imposing the conditional service rating. The party to whom the appeal is directed shall confer with the employee and the supervisor imposing the conditional service rating and may set aside, modify or affirm the rating within ten (10) working days. No further appeals shall be permitted; however, the propriety of the conditional service rating may be an issue at any subsequent hearing if the employee is discharged.

- D. Termination of Employment. Employees who have been terminated by reason of unsatisfactory performance may invoke arbitration as provided in Article 8, Section 4, Step 5 of this Agreement.

PART C
ABSENTEEISM POLICY

Section 15. Absenteeism. An employee who demonstrates either a pattern or abuse of sick leave and/or tardiness will be subject to progressive, corrective discipline as follows:

<u>Absenteeism</u>	<u>Tardiness</u>
A. Verbal warning	A. Verbal warning
B. Written reprimand	B. First written warning
C. Three-day suspension without pay	C. Second written warning
D. Possible termination	D. Two-day suspension without pay
	E. Possible Termination

For clarification, the following are examples of patterns of abuse of sick leave and/or tardiness which have been noted, but are not intended to be all inclusive:

- i. Pattern or repeated absence in conjunction with scheduled days off duty.
- ii. Pattern or repeated absence on weekends on which the employee is scheduled to work, i.e., Friday, Saturday, and/or Sunday.
- iii. Pattern or repeated absence in conjunction with holidays the employee is scheduled to work.
- iv. Pattern or repeated tardiness.
- v. Unexcused absence when scheduled for day not covered by authorized leave.
- vi. Failure to respond to call-in while on on-call status or pattern of repeated sick leave requests while on-call.

Section 16. Supervisor Responsibility. It will be the responsibility of the department supervisor to provide counselling of a positive nature to the employee in an attempt to alleviate the problem without the necessity of imposing the actions outlined.

Should an employee begin to exhibit a pattern of abuse as outlined above, they will receive a verbal warning. If the employee continues a pattern, they will move up the chain of corrective disciplines.

Pattern of abuse is defined as eight (8) tardiness incidents in a three (3) month period or four (4) absenteeism incidents in a three (3) month period. One incident of absenteeism is further defined as one or more sick days taken in a row, or in conjunction with scheduled days off as a result of the same illness or injury. One tardiness incident is defined as being late 1/10th of an hour or six (6) minutes.

It is the responsibility of all supervisors to stress to their employees that accumulated sick time is to be used only in the event of an illness or injury. Employees who appear to be using accumulated sick time as

as soon as it is earned may be exhibiting a pattern of abuse. If a department supervisor feels this is the case, they should speak to the employee or employees involved and issue them a verbal warning. The employee involved, however, must exhibit patterns of abuse as defined above before they move any further along the scale of progressive discipline.

If an employee, after receiving corrective discipline, completes a three (3) month period without any incidents, will move one step down the chain of the policy. After one year all reference will be removed from the employee's record.

Following the receipt of a written reprimand, the employee may be required to present a doctor's statement for each absence until they have a three (3) month period without any absences. This documentation from their attending physician must include the physician's stated authorization for all days of work missed, and a statement to the effect that the illness is not contagious and would not affect the employee's ability to return to work. Without the aforementioned statements, the physician's verification will not be accepted. This is for the safety and concern of the employee as well as for the Facility. These doctor's statements will then become a part of the personnel file.

PART D REMOVAL OF DISCIPLINARY MATTERS

Section 17. Removal of Disciplinary Matters. Any disciplinary matter not otherwise provided herein, shall be removed or destroyed from the personnel record upon completion of twenty-four (24) months of satisfactory service from the date of the disciplinary matter and shall not be used adversely in a disciplinary hearing against any employee.

ARTICLE 13

PROFESSIONAL MEETINGS

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

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

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

ARTICLE 14

WITHHOLDING OF PROFESSIONAL SERVICES

Section 1. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there shall be no interference with such care and treatment.

Section 2. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for a peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Association agrees that during the life of this Agreement, including extensions thereof, the Association shall not cause nor shall any member of the Association take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, observance of a picket line, willful absence from a position or stoppage or abstinence in whole or in part from the full and proper performance of the professional duties of an employee.

Section 3. Affirmative Action. The Association agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

Section 4. No Lockout. The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 15

NON-DISCRIMINATION

Section 1. No Discrimination. The Employer engaged in hiring, promoting, advancing or assigning to jobs or any term or condition of employment agrees not to discriminate against any employee because of height, weight, age, political affiliation, creed, handicap, race, color, national origin, religious affiliation, sex (including sexual harassment), marital status, membership or activity on behalf of the Association or participation in the grievance procedure.

Section 2. Gender. References to the feminine gender may refer to the masculine gender or vice versa.

ARTICLE 16

VALIDITY OF AGREEMENT

Section 1. Remainder not Affected. If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision held invalid.

ARTICLE 17

BULLETIN BOARDS

Section 1. Bulletin Boards. The Association shall have the right to use an existing designated bulletin board to announce local, regional, national or state meetings and to otherwise inform its members of matters of professional interest. Copies of proposed notices shall be given to and approved by the Personnel Manager in advance of posting. The Board agrees that the Association shall have the use of a bulletin board in the employee dining room.

ARTICLE 18

SHIFT ASSIGNMENTS

Section 1. Shift Assignments. The assignment to shifts shall be based upon qualification and when possible the voluntary preference of employees in lieu of bidding. When voluntary assignments cannot be made, shift assignments shall be made as provided in Section 2.

Section 2. Shift Preference.

- A. An employee may bid for a shift assignment when there is a position vacancy which the Employer intends to fill, provided the shift cannot be voluntarily filled. No employee may bid for a shift change more than once annually.
- B. Shift assignment for which bidding is utilized shall be made based upon seniority and qualifications.
- C. An employee may be temporarily assigned to a shift other than their regular shift for up to ninety (90) days when required for the good of the Facility. Temporary assignments which cannot voluntarily be filled shall be made based upon seniority and qualifications.

ARTICLE 19

TERMINATION AND REDUCTION OF WORK FORCE

Unit I

Section 1. Notice. At least four (4) weeks written notice of termination of employment shall be given to the Employer by an employee.

Section 2. Layoff. Layoff shall mean the separation of employees from the active work force, due to a reduction in the work forces by the Employer.

Section 3. Order of Layoff.

- A. No full-time or permanent part-time employee shall be laid off from their position with the Facility while any temporary or probationary employees are serving in the same position class. Then probationary employees, part-time employees first, and then full-time seniority employees shall be laid off according to seniority, provided the senior employee is able to do the remaining work. Each employee will be credited with one (1) year seniority for each two thousand eighty (2080) hours compensated. Paid leave of absence will count toward hours worked.
- B. The Charge Nurse classification shall be entitled to bump into the ICEA-RN, Unit II in the event of layoffs within the bargaining unit, provided, however, the Charge Nurse has more Facility wide seniority than any of the Registered Nurses in the ICEA-RN, Unit II, and the ICEA-RN, Unit II enters an agreement in writing approving this procedure.

Section 4. Notice of Layoff. An employee and the Association shall be given as much advance notice of layoff as possible and in no event shall said notice be less than fourteen (14) calendar days. Notice will be given to the employee in writing or sent to the employee's last known address in the Personnel Office by certified mail.

Section 5. Recall. When a laid off employee is

recalled, those employees formerly laid off will be recalled according to seniority within the same position classification provided the employee with greatest seniority is able to perform the available work.

Section 6. Notice of Recall. Any laid off employee failing to report to work within five (5) calendar days of the mailing of notice from the Facility and receipt thereof to the employee's last known address, as recorded in the Facility files, shall lose their recall seniority and be considered to have voluntarily terminated their employment without notice.

Section 7. Loss of Recall Rights. An employee shall lose their loss of recall rights for any of the following reasons:

- A. They are laid off for a period greater than their seniority, but not to exceed thirty-six (36) months.
- B. They fail to return to work upon recall from layoff within the time limits described unless the employee is unable to report due to justifiable reasons beyond their control as determined by the Facility in its sole discretion.

Section 8. Voluntary Layoffs. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of the solicitation the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

Voluntary layoffs shall be subject to the approval of the Administrator based on the operational needs of the Facility.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

Section 9. Benefit Continuation. Non-proba-

tionary employees who are on layoff shall have their hospitalization insurance continued by the Employer for the next two (2) full calendar months after the date of layoff. If the employee so elects, they may pay an additional four (4) months of hospitalization premiums at the Employer's group rate.

Unit II

Section 10. Written Notice of Termination. At least four (4) weeks written notice of termination of employment shall be given to the Employer by the employee. In the event of an extenuating family need, the parties recognize that two (2) weeks notice may be given upon proper verification.

Section 11. Filling of Vacancy. Upon written notice of termination of employment from an employee, the Employer will immediately begin to fill that position.

Section 12. Discharge for Just Cause Only. Discharge of an employee by the Medical Care Facility shall be for just cause only, and is subject to the grievance procedure.

Section 13. Permanent Reduction in the Operations of the Medical Care Facility. In the event of a permanent reduction in the operations of the Medical Care Facility, which necessitates a permanent reduction in the professional nursing work force, the Medical Care Facility will give fourteen (14) calendar days notice.

Section 14. Seniority. Such reduction will be based on the inverse seniority status of the employee, provided the senior employee is able to do the remaining work. Each employee will be credited with one (1) year seniority for each two thousand eighty (2080) hours compensated. Paid holiday, vacation, and sick days will count towards hours worked.

The order of layoffs shall be:

- A. Temporary employees.
- B. Special part-time employees.
- C. Probationary employees.

- D. Thereafter, seniority employees using Facility wide seniority, based on the inverse seniority status of the employee.

Section 15. Recall. When a laid off employee is recalled, those employees formerly laid off will be recalled according to seniority within the same position classification provided the employee with greatest seniority is able to perform the available work.

Section 16. Notice of Recall. Any laid off employee failing to report to work within five (5) calendar days of the mailing of notice from the Facility and receipt thereof to the employee's last known address, as recorded in the Facility files, shall lose their recall seniority and be considered to have voluntarily terminated their employment without notice.

Section 17. Loss of Recall Rights. An employee shall lose their loss of recall rights for any of the following reasons:

- A. They are laid off for a period greater than their seniority, but not to exceed thirty-six (36) months.
- B. They fail to return to work upon recall from layoff within the time limits described unless the employee is unable to report due to justifiable reasons beyond their control as determined by the Facility in its sole discretion.

Section 18. Voluntary Layoffs. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of the solicitation the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

Voluntary layoffs shall be subject to the approval of the Administrator based on the operational needs of the Facility.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

Section 19. Benefit Continuation. Non-probationary employees who are on layoff shall have their hospitalization insurance continued by the Employer for the next two (2) full calendar months after the date of the layoff. If the employee so elects, they may pay an additional four (4) months of hospitalization premiums at the Employer's group rate.

Unit III

Section 20. Reduction in Work Force.

- A. Demotion. When it becomes necessary to reassign employees as a result of elimination of a classification or reduction in the work force, resulting in a demotion to the employees, because their seniority does not allow them to stay in the department or classification, the employee will receive the rate in the lower classification that will result in the smallest possible decrease in pay which they are qualified for. If the action was for cause, the employee will be placed in any lower step in the range deemed appropriate by the department head involved, or immediate supervisor if the department head is not present, and approved by the Administrator.
- B. Layoff. If a layoff is determined by the Facility to be necessary as determined within the Employer's sole discretion, temporary employees, and then probationary employees will be laid off. Then, part-time employees first and then full-time employees. Seniority employees will be laid off according to seniority, by job classification. The Facility will give fourteen (14) calendar days written notice to the employee affected thereby. The Union will be sent a copy of said notice of layoff. No employee shall have the right to bump into another position to which they are not qualified.

Section 21. Recall. When a laid off employee is recalled, those employees formerly laid off will be recalled according to seniority within the same position classification provided the employee with greatest seniority is able to perform the available work.

Section 22. Notice of Recall. Any laid off employee failing to report to work within five (5) calendar days of the mailing of notice from the Facility and receipt thereof to the employee's last known address, as recorded in the Facility files, shall lose their recall seniority and be considered to have voluntarily terminated their employment without notice.

Section 23. Loss of Recall Rights. An employee shall lose their recall rights for any of the following reasons:

- A. They are laid off for a period greater than their seniority, but not to exceed thirty-six (36) months.
- B. They fail to return to work upon recall from layoff within the time limits described unless the employee is unable to report due to justifiable reasons beyond their control as determined by the Facility in its sole discretion.

Section 24. Voluntary Layoffs. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of the solicitation the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

Voluntary layoffs shall be subject to the approval of the Administrator based on the operational needs of the Facility.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

Section 25. Benefit Continuation. Non-probationary employees who are on layoff shall have their hospitalization insurance continued by the Employer for the next two (2) full calendar months after the date of the layoff. If the employee so elects, they may pay an additional four (4) months of hospitalization premiums at the Employer's group rate.

ARTICLE 20

RECLASSIFICATIONS

Section 1. Reclassifications. Reclassifications shall be conducted once a year on a time table allowing presentation to the Administrator by its first meeting in August. Requests for reclassifications, if any, may then be presented to the Board for final decision. Prior to submission to the Board, requests for reclassifications, if any, may be reviewed by the Administrator.

In the event that certain requests for reclassifications are approved, the same will become effective, if funds are available, within the pay period following the Board meeting or at the start of the next budget year. The Board has the sole discretion to determine whether or not funds are available for this purpose.

Section 2. Procedure for Positions Covered by Union Agreements.

- A. Department heads will discuss reclassification requests with the employees at either the request of the supervisor or the employee.
- B. A meeting will be held between the department head, a Union representative, a member of the Administrator's staff to discuss the reclassification proposal. The employee may attend if he/she desires.
- C. A majority of the above-stated persons (excluding the employee) must vote to have the proposal forwarded to the Administrator.

- E. The Board of Social Services, within its sole discretion, shall make the final determination if an employee is to be reclassified.

It is expressly understood and agreed that the decision by the Board of Social Services is not subject to any grievance procedure contained in this collective bargaining agreement.

ARTICLE 21

ADMINISTRATIVE LEAVE POLICY

Section 1. Inclement Weather. If the Administrator determines that there is inclement weather caused by acts of God, etc., the Administrator may offer the following options:

- A. Employees may utilize vacation or personal time benefit in lieu of regular pay if compensation is desired;
- B. Employees may work part of their regular schedule and will be eligible for pay for those hours worked, with the remainder of the schedule compensated from vacation or personal time benefit;
- C. Employees may report for work and shall be compensated at his/her regular rate of pay for those hours worked and employees who do in fact work will receive one-half (1/2) hours pay for every hour worked in addition to their regular rate of pay.
- D. Employees who remain at the Facility shall not be required to work more than sixteen (16) consecutive hours and the Facility will provide said employees who are "trapped" suitable sleeping areas and meals.

ARTICLE 22

PROFESSIONAL NURSING CODE

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

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

maintain conditions of employment conducive to high quality nursing care.

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

ARTICLE 23

ROLE OF THE NURSE

Section 1. Role of the Nurse. The Medical Care Facility as a health care institution and the nurses as a professional group, share the common goal and the common responsibility of providing to citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the nurse in the operation of the Medical Care Facility. The Medical Care Facility and the Association agree that the nurses shall have authority commensurate with their responsibility for directing the work of nursing personnel. The Medical Care Facility agrees that it will assign nurses to perform functions for which the nurse is qualified by reason of their orientation, training, education and experience consistent with the nurse's professional code of ethics. The Medical Care Facility also agrees that services should be performed as a normal function by personnel so that nurses shall be free to perform nursing care. However, the Association agrees that this statement of intent shall not be interpreted to excuse a nurse from performing services when circumstances require it and the Board agrees that this will not be abused.

ARTICLE 24

NURSING CARE COMMITTEE

Section 1. Composition and Purpose. A committee consisting of not more than four (4) Facility employed members of the Association may be established for the purpose of discussing with the Director of Nursing and designated representatives, who are not bargaining unit members (not to exceed four [4] in number), matters of mutual concern that affect the quality of nursing services. The Association committee members shall be representative of all categories of the Facility employed licensed nursing staff. Others may be invited to meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance shall not be arbitrarily and consistently withheld.

- A. Meetings may be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meeting, a special meeting may be called as outlined in Article 7.
- B. A written agenda shall be submitted by the committee at least seven (7) days prior to the scheduled meeting. If there are items which the Director desires to add to the agenda, the chairperson of the committee shall be notified of same not less than three (3) days before the meeting.
- C. Minutes of the meetings may be kept by mutual agreement and will be approved by both parties.
- D. Such meetings shall be exclusive of the grievance procedure and all grievances shall not be considered at such meetings nor shall negotiations for altering the terms of this Agreement be held at such meetings. Such objects shall not be subject to the grievance procedure unless expressly covered by the terms of this Agreement.

ARTICLE 25

PATIENTS' RIGHTS

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

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

ARTICLE 26

SALARIES

Section 1. Salaries. Salaries for members of the bargaining unit shall be paid in accordance with the Addendum B attached hereto and made a part of this Agreement.

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of their duties and responsibilities in a position of a higher salary grade for more than two (2) consecutive weeks shall be paid at the lower rate in the higher grade which is at least five (5%) percent above their regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade. The Employer will consider seniority as a factor in making temporary assignments.

Section 3. Longevity Bonus. See Article 44.

Section 4. Overtime. The employees shall work

reasonable amounts of overtime upon request. The Facility will give as much advance notice as possible. Employees may be excused from working overtime for a reasonable cause. Overtime must be approved by the employees' department head. All overtime work shall be distributed reasonably equal among employees who normally perform the work within the classification.

- A. Overtime Premium. Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in any one workday and eighty (80) in a fourteen (14) day period. For purposes of computing overtime work premium under this section of the Agreement, recognized holidays under this Agreement shall be considered eight (8) hours of work for all full-time employees.

- B. Weekend Premium. All Nurses (RN's and LPN's) who perform work on Saturday and Sunday will be paid at a premium at one and one-half (1-1/2) their regular straight time rate. Employees shall receive two (2) times their regular rate of pay for all overtime worked on the weekend. The Education Coordinator and Clinic Coordinator shall not be regularly scheduled to work weekends. Each Nurse shall have every other weekend off.

All other employees who are required by their department head to work on Saturday or Sunday shall be paid in addition to their regular pay, the sum of thirty-five (35¢) cents per hour for each hour worked during the weekend period. The weekend premium shall only apply to hours actually worked and shall be added after all other compensation premiums, including overtime, has been computed. Weekend premium shall not apply when employees voluntarily work Saturday and Sunday to adjust their required work week hours.

- C. Compensatory Time Off. Compensatory time off will be allowed in lieu of pay for overtime, subject to the department head's approval. Compensatory time off shall be computed at the rate of time and one-half (1-1/2) and is subject to staffing. Compensatory time off

should be taken within six (6) months from the date earned and may be taken in one (1) hour increments.

D. Work Breaks. Two (2) fifteen (15) minute breaks are available in the staff dining room to the staff of each shift at no cost.

E. Lunch Period. The Facility will provide one (1) half hour lunch period without pay to enable an employee to obtain a proper meal.

Section 5. Credit for Experience. Original appointment to any position shall be made at the entrance rate of the classification. The Administrator may approve initial compensation, not to exceed the three (3) year rate, when the needs of the service make such action necessary, provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desired qualifications specified for the class.

Section 6. Step Increases. Advancement on the salary scale on successive steps shall be effective the payroll period following an employee's eligibility for such step increase.

ARTICLE 27

ON-CALL

Section 1. On-Call. Nurses will not be placed on-call more than once every twenty-one (21) days regardless of whether the Nurse is called in to work or not; interval may be longer.

Section 2. Nurses. On-call will involve all ICEA Nurses employed by the Ingham County Medical Care Facility.

Section 3. Pay. Pay for on-call will be Ten (\$10.00) Dollars for LPN's and RN's.

Section 4. Shortage. If one shift has a shortage of Nurses (due to illness, resignations, etc.), other shifts will be placed on-call until slots are filled or shortage is over.

Section 5. Scheduling. Employees may be placed on-call when there are two (2) or less employees scheduled for the night (11-7) shift; or four (4) or less employees scheduled for the afternoon (3-11) and day (7-3:30) shifts.

Section 6. Notice. A minimum notice of one (1) week must be given before anyone is placed on-call when an emergency vacancy occurs; otherwise on-call schedule will go up with regular schedule. Volunteers will be taken for emergency on-call first.

Section 7. Conflicts in Scheduling. Requests to remain off call because of prior commitments will be honored (unless there are emergency vacancies), if received in writing prior to the schedule posting.

Section 8. Rate of Pay if Called In. Nurse will receive her regular rate of pay when called in to work; she will be paid for eight (8) hours (plus any applicable benefits) if she reports within one (1) hour of call and/or starts shift at regular shift time, i.e., 7:00 a.m. days, 3:00 p.m. afternoons, 11:00 p.m. nights.

Section 9. One Nurse Per Shift. Only one (1) Nurse per shift will be placed on-call at any one time.

Section 10. Scheduled to Work. If scheduled to work, Nurse will not be placed on-call within sixteen (16) hours after coming off duty.

Section 11. Supervision of Schedule. The Director of Nursing will determine the need for covering a shift with on-call, and shall supervise the schedule.

Section 12. Vacations. No on-call will be scheduled when employee is on vacation.

ARTICLE 28

HOLIDAYS

Section 1. Recognized Holidays. The following holidays are recognized by the Employer:

New Year's Day	President's Day
Memorial Day	Easter Sunday
Thanksgiving Day	Employee's Birthday
Friday following	Columbus Day
Thanksgiving Day	Independence Day
Labor Day	Day before Christmas
Veteran's Day	Christmas Day

Section 2. Pay for Holidays. Each full-time employee will be paid for these holidays by having the salary continued as if the time were worked.

Section 3. Vacation. When a holiday falls within an employee's vacation period, and the employee is absent from work because of vacation, the employee will be paid that holiday in addition to vacation pay or receive a day off with pay at the discretion of the Administrator.

Section 4. Leave of Absence. An employee who is on leave of absence or a layoff at the time a holiday occurs will not be paid for that holiday except if the employee on paid sick leave or a layoff caused by a reduction in the Facility's staff which commenced during the work week prior to or during the week in which the holiday occurred.

Section 5. Observance of Holidays. An employee who observes a recognized religious holiday which is observed at dates other than listed in Section 1, may with thirty (30) days advance notice exchange up to three (3) holidays provided the holiday to be used from Section 1 is before the one the employee wishes to observe within the same calendar year.

Section 6. Scheduled Days Off. For all full-time employees in Units I and II, notwithstanding Article 28, Section 2, of said Agreement, the Employer agrees that if a holiday falls on an employees regular scheduled day off, the employee shall, at the employee's option, earn eight (8) hours pay at the employee's straight time hourly rate (which shall not be considered hours worked). or an additional day

in lieu of the eight (8) hours pay. If the employee chooses the additional day off in lieu of the eight (8) hours pay, the day off shall be taken up to four (4) weeks before or four (4) weeks after the actual holiday subject to the scheduling needs, and may be coupled with the employee's other days off.

Section 7. Holiday Celebration. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday, excepting Easter Sunday shall be observed on the preceding Friday for these employees.

Section 8. Pay for Worked Holidays. All full-time employees working any of the designated holidays will be paid at two (2) times their regular straight time hourly rate for the hours actually worked, or an extra day off may be taken up to four (4) weeks before or four (4) weeks after the actual holiday with the approval of the employee's supervisor.

Section 9. Pay for Part-time Employees. All part-time employees who work on any holiday will receive double their regular rate of pay for all hours worked on such recognized holidays.

Section 10. Holiday Eligibility. Any employee who is scheduled to work on a holiday and fails to report will not receive benefits for that holiday. To be eligible for holiday pay, an employee must work the day before and the day following the holiday, if scheduled, unless the employee is on a compensated leave within another provision of this Agreement, except Article 34, Section 3.

Section 11. Holiday Duties. Each Nurse shall be required to work no less than two (2) of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Education Coordinator and Clinic Coordinator shall not normally be required to work holidays.

ARTICLE 29

VACATIONS

Section 1. Vacation Schedule. All employees except temporary and special part-time employees, shall earn vacation credits according to the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Per 80 Hours Compensated</u>	<u>Total Hours Each 2080 Hours (1 year)</u>
First Year (0-2080 hrs)	3.384	88 hours
Second Year (2081 - 4160 hrs)	3.692	96 hours
Third Year (4161-6240 hrs)	4.000	104 hours
Fourth Year (6241-8320 hrs)	4.308	112 hours
Fifth-Eighth Year (8321-16640 hrs)	4.615	120 hours
Ninth Year (16641-18720 hrs)	4.923	128 hours
Tenth Year (18721-20800 hrs)	5.538	144 hours
Eleventh Year (20801-22880 hrs)	5.846	152 hours
Twelve Years and over of continuous service (22881 plus hrs)	6.154	160 hours

Section 2. Use of Vacation in First Year. Vacation days may not be used until the employee has completed One Thousand Forty (1040) compensated hours of continuous service with the Facility.

Section 3. Accumulation of Vacation Days. Annual leave days not used may only be accumulated to a maximum of Two Hundred Forty (240) compensated hours.

Section 4. Permanent, Part-time Employees. Permanent, part-time employees shall receive annual days credit at the same rate, but proportional to the time actually worked.

Section 5. Vacation Leave to Supplement Sickness. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee and with the approval of the Administrator be charged against annual leave allowance.

Section 6. Non-Nursing Department Scheduling of Vacation Leave. The employee's department head shall schedule vacation leave in accord with operating requirements and, insofar as possible with the written request of the employee. The Facility upon the employee's request shall provide the number of accrued annual leave credits to the employee. After an employee has submitted a request for a vacation, the employee's department head shall notify the employee as to whether or not the vacation has or has not been approved as requested as soon as the department head can reasonably ascertain the department staffing needs.

Section 7. Nursing Department Scheduling of Vacation Leave. When a vacation request is received in the Nursing Office, it will be stamped with date received. If two people submit request for identical days off, the request submitted last will be returned and the employee asked to resubmit with another date.

Nursing Office will answer at least three (3) months prior to beginning of vacation request if submitted more than thirteen (13) weeks in advance of start of vacation.

Short term requests for three (3) or more days submitted less than three (3) months in advance will be answered within twenty-one (21) days of receipt or no less than two (2) weeks prior to beginning date of vacation. This will be determined by the criteria that provides the quickest answer.

Section 8. Restrictions as to Use. All employees will receive vacation as earned:

- A. Full-time and part-time employees shall be allowed to take vacation in lots of one (1) day or more. Employees who have been able to take vacation in hour increments in the past will be allowed to do so in the future.
- B. The length of time for sequence vacations for part-time help will be restricted to four (4) consecutive calendar weeks.

Section 9. Vacation Accumulation. Vacation leave may only be accumulated to a maximum of two hundred forty (240) hours. Notwithstanding the foregoing, if an employee requests to take vacation leave over sixty (60) days prior to the date upon which such employee would accumulate in excess of two hundred forty (240) hours of vacation leave.

and such vacation request is denied because of the Facility's operational needs, then, in such cases, the employees may carry over those vacation hours which would otherwise be lost subject to the following conditions:

- A. Such employees are requested to use their excess vacation hours within the next sixty (60) days after the excess vacation hours have been permitted to be carried over. Such an employee shall receive priority for any vacation requests as to such excess hours over any other employee within the Unit notwithstanding any other provision of this Article.
- B. In the event the employee does not use the carried over vacation hours within the first sixty (60) days as provided in (A) above, then the employee's department head shall have the right to schedule the employee for vacation time off during the next sixty (60) day period so as the employee's vacation accumulation will be below the two hundred forty (240) hour maximum.
- C. In no case shall vacation hours be carried over in excess of one hundred twenty (120) days from the date such excess hours are first accumulated.

Section 10. Illness Use of Vacation. Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee and with the approval of the department head or supervisor, be charged against vacation allowance.

Section 11. Summer Vacation Scheduling for Non-Nursing Departments. Persons desiring to take vacation leave between the period of May 1 through October 1 should submit their written request for such vacation time to their supervisor by or before April 1 of the year in which the vacation is to be taken. Priority in granting vacation leaves, after taking into consideration of Facility's operational needs, for this time period of May 1 through October 1 shall be based on seniority of the employees requesting such leaves prior to the noted April 1 date, with the most senior employee making such a request receiving priority. Vacation requests submitted subsequent to April 1

for the time period of May 1 through October 1, or for any other time period, shall be given priority, after first considering the operational needs of the Facility, based upon the earliest received written request receiving priority.

The Board recognizes the need to provide employees with a prompt response as to whether or not their vacation request has been or has not been approved. The Facility shall endeavor to answer all vacation requests within a reasonable period of time (desired within ten (10) days after receipt of the written request).

Section 12. Disciplinary Days. At the Employer's option, disciplinary time off may be deducted from an employee's accumulated vacation in lieu of requiring the employee to miss scheduled working days as an unpaid suspension pursuant to Article 12, Part C.

ARTICLE 30

HEALTH PROGRAM

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

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

ARTICLE 31

RETIREMENT PLAN

Section 1. Coverage. Employees of the Facility are covered by the Michigan Municipal Employees Retirement System Plan C-1, with the full cost of retirement benefits for all members of the bargaining unit paid by the Employer. The Employer agrees to abide by all the terms and conditions of that program for the life of this Agreement and provide a copy of the plan to the employees.

Section 2. Life Insurance. Employees in Units

I and II who are immediately eligible for benefits under Section 1 above. i.e., age fifty-five (55) with fifteen (15) years of service or age sixty (60) with ten (10) years of service, shall receive life insurance in the amount of Two Thousand (\$2,000.00) Dollars. Employees in Unit III who are immediately eligible for benefits as stated above, shall receive life insurance in the amount of Three Thousand (\$3,000.00) Dollars. All premiums shall be paid by the Board.

Section 3. Hospitalization. All employees who are immediately eligible for benefits under Section 1 above, i.e., age fifty-five (55) with fifteen (15) years of service or age sixty (60) with ten (10) years of service, shall receive health insurance. Effective February 1, 1980, all eligible employees under Section 1 above will be carried under the same health insurance plan as the active employees. All premiums shall be paid by the Board.

Section 4. Substitute Health Insurance. The Employer reserves the right to substitute another carrier of health insurance coverage for retirees, provided no decrease in benefits takes place.

Section 5. Substitute Retirement Plan. The Employer reserves the right to substitute another carrier or benefit plan with the Municipal Employees Retirement System provided no decrease in benefits takes place.

ARTICLE 32

MILEAGE

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

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

For 19__ . this rate shall be _____ cents per mile.

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

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

Section 4. Free Parking. The Facility shall provide free parking for all employees. Compensation for parking away from the Facility shall be allowed if the employee is required to drive their own vehicle in the course of employment or if the employee is on Facility business.

Section 5. Conferences, Conventions, or Seminars. Board policy shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences or seminars authorized by the Administrator.

ARTICLE 33

SICK LEAVE

Section 1. Sick Leave Yearly Accumulation. All employees, except temporary and special part-time employees, shall earn paid sick leave credits at a rate of four and one-half (4-1/2) hours for each eighty (80) compensated hours.

Section 2. Maximum Accumulation. Sick leave credits not used may be accumulated up to a maximum of two hundred forty (240) days.

Section 3. Permanent Part-time Employees. Regular, permanent part-time employees shall receive sick leave credits at the same rate but proportional to the time actually worked.

Section 4. Use of Sick Leave. Sick leave may be used with the approval of the employee's immediate department head, in cases of injury, illness, contagious infection, disability of the employee, or in cases of illness in the immediate family requiring the employee's presence.

Section 5. Proof of Medical Treatment. An employee may be required to provide proof of illness in the form of a physician letter or other means of proof acceptable to the Facility, when proof is justified by a pattern, frequency or length of illness or other circumstances giving rise to reasonable suspicion.

Section 6. Notification of Absence. An employee absent for any of the above reasons must so inform their immediate supervisor as soon as possible in order to be paid for the absence as sick leave. The employee is required to notify the Facility one (1) hour prior to the shift starting time of any illness which prevents the employee from reporting to work or the employee cannot receive sick leave benefits for that day except when the failure to notify the Facility is due to circumstances beyond the control of the employee.

Section 7. Sick Leave Increments. Sick leave may be used in increments of one (1) hour or more.

Section 8. Payment Upon Separation. Upon separation from the Employer's service by death or retirement, employees shall be paid for fifty (50%) percent of the employee's accumulated sick leave to a maximum of six hundred forty (640) hours at their regular rate of compensation at the time of separation.

Section 9. Conversion of Sick Leave. Employees who have accumulated twenty (20) days of sick leave credit shall become eligible to convert the last ten (10) days, if they wish, into five (5) full days of paid vacation, or may receive five (5) days pay at their regular rate. The employee shall have the approval of the Administrator, whether pay shall be received or the additional vacation taken. In the case of additional vacation taken, it must be taken at a time approved by the employee's supervisor. The five (5) days must be taken together. This conversion may be taken once each contract year.

Section 10. When Medical Statement is Required. An employee absent for five (5) or more days is required to produce a medical statement. At least two (2) days before returning to work from serious illness, surgery or accident, the employee is required to make an appointment with Facility Clinic.

Section 11. Use of Vacation Days. Vacation days

can only be used for sick leave after the employee's sick leave bank has been used up and upon approval of the Employer.

Section 12. Authorization of the Appropriate Deductions for Sick Leave. All employees shall be required, upon their return from a sick leave, to sign a statement as to the number of days taken for such sick leave and authorizing the appropriate deductions for such sick leave.

ARTICLE 34

PERSONAL LEAVE DAYS

Section 1. Deducted from Accumulated Sick Leave. Each employee will be allowed two (2) personal leave days, sixteen (16) hours with pay, which will be taken from accumulated sick leave to be used for the purpose of attending to or caring for personal matters during the course of the fiscal year.

Section 2. Not Deducted from Accumulated Sick Leave. In addition to the above, each employee shall be allowed two (2) personal leave days (two [2] from Section 1 plus two [2] from Section 2 for a total of four [4]) and these days shall not be taken from accumulated sick leave.

Section 3. Prior Approval. It is agreed that prior approval will be received by the employee from the department head for these days to be so used, however, the department head will waive such prior notice to retroactively cover up to sixteen (16) hours of time missed by an employee due to a bona fide emergency.

Section 4. Prorated Basis. Those personal days not coming from accumulated sick bank for part-time employees will be received on a prorated basis based on hours worked.

Section 5. Increments Taken. Personal leave days shall not be added to accumulated vacation and shall not be taken in amounts less than one (1) hour.

ARTICLE 35

LEAVES OF ABSENCE

Section 1. Health Leave.

- A. An employee who is unable to work because of illness, injury, disability or elective surgery shall be granted a leave of absence without pay upon written request and furnishing evidence of disability.
- B. The health leave of absence shall be for a period of disability, but not to exceed ninety (90) days, unless extended by the Administrator upon written application by the employee.
- C. At the employee's option, accrued paid time off credit under sick leave and vacation shall be paid for health leave.
- D. When a health leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated to their former position and shift and their previously acquired seniority shall be reinstated with all attendant rights thereto.
- E. When health leave is required for a period of more than ninety (90) days, it shall require the approval of the Administrator, and if granted, the employee's position will not automatically be held open for them. The employee may be reemployed after return from leave, if and when employment is available at the same level and type of position previously held, or at their option, at such other position and leave in the Unit at which there may be an opening, and their previously acquired seniority shall be reinstated with all attendant rights thereto.
- F. An employee hired to fill a temporary position of an employee on health leave not exceeding ninety (90) days shall be informed at the time of employment or transfer that the

position is temporary. The temporary employee shall be notified at the pending return of the employee whose position is being filled two (2) weeks in advance of the return.

- G. Health leave may be granted for physical or mental illness in the immediate family, as defined under Article 36, Section 1, provided the employee's absence is necessary to care for the family member who is ill or to arrange for suitable care for such family member.

Section 2. Military Leave of Absence. The Medical Care Facility abides by the provision of the federal regulations regarding reemployment rights as stated in the Universal Military Training and Service Act of 1940 and 1948, as amended, with respect to the reemployment rights of an employee, and to grant of leaves of absence in accordance therewith.

Section 3. Leaves for Association Business. An employee who is elected by the Association for official Association business that will require absence from work shall be granted a leave of absence without pay for the duration of the assignment, not to exceed one (1) year provided such leave can be arranged without interference with the work of the Facility.

Section 4. Personal Leave. Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Administrator, upon written application by an employee.

- A. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual had at the time the leave was granted.
- B. When personal leave is requested for a period of more than ninety (90) days, it shall require the approval of the Administrator, and if granted, the employee's position will not automatically be held open for them. The

employee shall be reemployed after return from leave, if and when employment is available at the same level and type of position previously held, or at their option, at such other position and level in the Unit in which there may be an opening.

- C. The employee agrees that when the leave is granted, to keep the Medical Care Facility informed of any change in their status of conditions that caused the employee to request the leave.

Section 5. Educational Leave. Upon written application, an employee may be granted a leave of absence without pay to pursue a full-time educational program in nursing or related fields for up to two (2) years without loss of employment status or previously accrued benefits, if approved by the Administrator and the Board of Social Services.

Upon return from an educational leave of absence, the employee will be reemployed if employment is available at the same level, rate (subject to contract salary modifications made during the leave), and type of position previously held.

Section 6. Retention of Benefits. Vacations, holidays, sick leave and other fringe benefits which have been earned prior to the leave will be retained, but such benefits will not be accumulated during leaves of absence.

Section 7. No Interruption of Continuous Service. Approved leaves of absence will not be considered an interruption of continuous service for the purposes of eligibility for longevity and/or annual leave or other benefits upon return to work.

Section 8. Military Reserve Leave of Absence. Upon presentation of official orders requiring such training a regular full-time Facility employee who is a member of the Armed Forces Reserve Unit shall be granted a leave of absence for such time as it is required to engage in an annual reserve training program.

Upon presentation by the employee of appropriate compensation records identifying the dates of payment made during the training program, the Board shall pay the differ-

ence between the compensation received for the reserve training and the compensation that would have been received annually. In the event that the annual reserve level training program requires having an employee exceed the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay or charged against the employee's accumulated vacation time as requested by the employee.

Section 9. Failure to Report After Leave of Absence. An employee who fails to report on their first scheduled work day after an approved leave of absence will be considered to have voluntarily terminated their position without notice unless the employee is unable to report due to justifiable reasons beyond their control as determined by the Facility in its sole discretion.

Section 10. Association Notice. The Association shall receive notice of the names of the persons approved for leaves of absence and the duration of said leaves.

ARTICLE 36

FUNERAL LEAVE

Section 1. Funeral Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and to make necessary arrangements from the date of the death until the day after the funeral up to a maximum of twenty-four (24) hours with pay. The immediate family shall be defined as: spouse, children, parent, brother and sister.

Eight (8) hours, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild to be charged against earned sick leave.

Section 2. Notification. The Facility is to be notified immediately of a death in the family and the extent of the expected absence. The department heads, within their discretion, may require employees to provide appropriate verification to confirm their eligibility for the provisions of this Section.

Section 3. Additional Days. The Employer may provide additional days of emergency leave depending on the facts and circumstances.

ARTICLE 37

HOSPITALIZATION--MEDICAL INSURANCE

Section 1. Hospitalization Insurance. All full and regular part-time employees shall be eligible to participate in the Blue Cross/Blue Shield insurance plan (MVF-1) carried by the Facility, which coverage shall include a Two (\$2.00) Dollar prescription drug rider. An employee shall become covered upon completion of the required forms and upon acceptance of the employee by Blue Cross/Blue Shield as a participant.

Section 2. Eligible Full-time Employees. The Employer shall pay the full premium rate for full family coverage for all eligible full-time employees.

Section 3. Regular Part-time Employees. The Employer shall pay the full premium rate for full family coverage prorated on a number of hours worked basis for all regular part-time employees.

Section 4. Substitution of Carrier. The Employer reserves the right to substitute another carrier, provided there is no decrease in benefits.

Section 5. Continuous or Sponsor Dependents. The Facility shall not be responsible for paying for any premium cost attributable to family continuous or sponsor dependent coverage for Unit III. The Facility shall not be responsible for paying such premium for Unit I and Unit II employees after January 1, 1985. Employees desiring to obtain or continue such coverages shall be responsible for the cost of the same, and shall be required to authorize payroll deductions to cover such costs.

Section 6. Health Maintenance Organization Coverage. Employees may, if they so desire, enroll in health maintenance organization coverage by Health Central, which coverage would be in lieu of Blue Cross/Blue Shield coverage. In the event that a premium for HMO coverage is greater than that which the Facility would otherwise pay for

health insurance pursuant to its agreement with Blue Cross/Blue Shield, then in that event each individual employee, through payroll deduction, shall be responsible for the difference. HMO coverage is subject to and contingent upon approval by both Blue Cross/Blue Shield and Health Central.

ARTICLE 38

LIFE AND LIABILITY INSURANCE

Section 1. Life Insurance. The Employer shall provide life insurance coverage in the amount of Fourteen Thousand (\$14,000) Dollars, including double indemnity for accidental death, for all full-time employees.

Section 2. Part-time Employees. The Employer will pay the full premium coverage in the amount of Seven Thousand (\$7,000.00) Dollars, including double indemnity for accidental death, term life insurance for all regular part-time employees.

Section 3. Increased Coverage. The option for increased coverage will be made available to all employees at their own expense based on contractual arrangements and policies of the carrier.

Section 4. Eligibility. The eligibility rules and policy regulations are those stated in the contract of coverage. The Employer, at the time of hire, shall advise the employee of the eligibility rules and policy regulations then in effect.

Section 5. Substitution of Another Carrier. The Employer reserves the right to substitute another carrier, provided there is no decrease in benefits.

Section 6. Liability Insurance. The Employer shall continue in force his present liability coverage.

ARTICLE 39

WORKER'S COMPENSATION

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

Section 2. Benefit Continuation. The Employer will continue to provide health insurance, dental insurance and life insurance benefits as provided herein to each employee at the Employer's expense for the first ninety (90) days during which an employee is actually receiving statutorily prescribed benefits, provided, however, the Employer shall be responsible only for the group rate premium. If the employee so elects, the employee may continue the health insurance, dental insurance and life insurance for an additional three (3) months at the employee's expense but at the Employer's group rate.

ARTICLE 40

DENTAL INSURANCE

Section 1. Dental Plan. The Facility shall provide general insurance for full-time employees as follows:

The plan will consist of a Six Hundred (\$600.00) Dollar plan maximum with a fifty (50%) percent treatment cost paid by Delta Dental of Michigan.

Class I Benefits

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

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

RESTORATIVE SERVICES: Services usually employed

by dentists to rebuild, repair or reform the tissues of the teeth. By way of description, such services include: amalgam, synthetic procelain and plastic restorations. Gold restoration, crown and jackets when the teeth cannot be restored with another filling material.

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

ENDODONTIC SERVICES: Procedures usually employed by dentists for the treatment of nonvital teeth.

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

Class II Benefits

PROSTHODONTIC SERVICES: Bridges, partials, and complete dentures.

Section 2. Full-time Employees. The Employer will pay one hundred (100%) percent of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

Section 3. Regular Part-time Employees. The Employer will pay fifty (50%) percent of the total cost of the appropriate plan, i.e., single subscriber, single subscriber plus one, single subscriber plus two or more.

ARTICLE 41

EDUCATIONAL COURSES

Section 1. Reimbursement of Costs of Tuition and Books. Any full-time employee employed by the Facility who desires to enroll in one or more courses at an accredited educational institution in the field of nursing or in any other course which would aid them in the practice and performance of their services to the Facility and will contribute to their professional growth, may submit in advance of commencing such course or courses a letter of application to the Administrator for reimbursement of the

cost of their tuition and books. Said application shall have prior approval by the Administrator and the Board of Social Services.

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

Section 3. Reimbursement. Upon prior approval of the Administrator, and upon proof of satisfactory completion of the course or courses and the amount expended for tuition and books, the employee may be reimbursed for such expenses. The employee must be on the Facility's payroll and in good standing at the time the refund is made.

Section 4. Continuing Education. Each full-time employee shall be allowed sixteen (16) hours off per contract year with pay to participate in work related continuing education offered by accredited institutions or recognized organizations, upon written notice to their department head who may deny permission to attend if staffing does not permit such paid release time. Regular part-time employees shall receive this benefit on a prorated basis.

ARTICLE 42

JURY DUTY

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

Section 2. Pay Supplement. If an employee serves on jury duty during days when the employee would normally be scheduled to work, the Employer will compensate the employee their straight time pay for all time missed conditional upon the employee turning in to the Personnel Department any jury fees when received by the employee for those days.

Section 3. Exemption. Notwithstanding the foregoing, the Administrator of the Medical Care Facility, if promptly notified by an employee who receives a notice for jury duty, shall exert their best efforts to procure an

exemption from jury duty for the employee if for any reason the interest of the public or of the employee will be materially injured by serving on the jury or if the health of the employee or any family member requires exemption from such duty.

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

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

ARTICLE 43

SHIFTS DEFINED AND SHIFT DIFFERENTIAL

Section 1. Shifts Defined. The first shift is any shift that regularly starts at or after 4:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts at or after 12:00 noon but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m. but before 4:00 a.m. Any changes in these definitions shall be subject to negotiations.

Section 2. Shift Premium. A shift premium of twenty-eight (28¢) cents per hour shall be paid for all employees assigned to the second shift. For all employees assigned to the third shift, a shift premium in the amount of thirty (30¢) cents per hour shall be applicable.

ARTICLE 44

LONGEVITY PLAN

Section 1. Eligibility. All regular, full-time employees, in the active service of the Board as of their anniversary date of any year, shall be entitled to receive a longevity bonus for length of service with the Facility

according to the following rules and schedule of payment:

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

F. Longevity Bonus Schedule.

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

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

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

Section 2. Part-time Employees' Eligibility.

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

ARTICLE 45

SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the Facility, commencing from his/her last date of hire into a full or part-time position, as previously defined. Continuous service for all service prior to December 31, 1983, is defined as that time actually spent on the active payroll of the Facility plus approved leaves of absence periods, unless otherwise provided in this Agreement. Continuous service for all service on or after January 1, 1984, shall be all hours compensated within a full-time or regular part-time ICEA position after that date, as calculated pursuant to Article 9, Section 8, plus any continuous service earned prior to 1984. The application of seniority shall be limited to layoff and recall provisions set forth in Article 19, the shift preference provisions set forth in Article 18, Section 2, and promotions as set forth in Article 10, Sections 2 and 3.

Section 2. Seniority List. The Employer shall prepare and maintain a seniority list which shall list the name, classification, salary and seniority status of each member. The Employer shall submit the seniority list to the Union Treasurer and Union attorney on a quarterly basis.

Section 3. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns.
- B. He/she is discharged for just cause and the discharge is not reversed.
- C. He/she retires.
- D. He/she is laid off greater than his/her seniority or thirty-six (36) months, whichever is less.
- E. He/she is absent from work for three (3) consecutive work days without notification to the Employer and without acceptable excuse for not notifying the Employer.
- F. He/she fails to return to work upon recall from layoff.

- G. He/she fails to return to work after expiration of leave of absence.
- H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.
- I. If the employees' professional license required for their position is suspended or revoked; or if their license is placed on a probationary status by the licensing authority that would prevent the employee from performing his/her required duties.

ARTICLE 46

PAY SCALE GROUND RULES

Section 1. Calendar Year. One calendar year equals two thousand eighty (2080) hours.

Section 2. Appropriate Steps. All employees either presently employed or who are to be employed in the future will be placed at the appropriate steps on the pay scales.

Section 3. Movement to Next Level. All employees that are hired above the start level shall not move to the next level until they have completed the number of hours at the Facility noted for that step.

Section 4. Placement. Placement of present full-time regular and part-time employees on the pay scale will be based on hours compensated (i.e., one [1] year equals two thousand eighty [2080] hours) in accumulating from first day of employment with the Ingham County Medical Care Facility in an ICEA position.

Section 5. Termination of Less than Six Months. All employees who terminate their employment with the Ingham County Medical Care Facility and who are gone no longer than six (6) months may be reinstated at the salary level that they left at with the approval of the Administrator.

ARTICLE 47

TERM OF AGREEMENT

This Agreement shall be effective January 1, 1984, unless otherwise provided for herein, and shall continue in effect for the period ending December 31, 1985. The parties recognize that this Agreement is subject to the constitution and laws of the United States and the State of Michigan.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement.

The parties agree to meet and negotiate over the terms of a new Agreement to take effect after the expiration of this Agreement at mutually convenient times and places upon the call of either party on or before September 15, 1985.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Medical Care Facility, Ingham County Board of Social Services and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this ___ day of _____, 1984.

INGHAM COUNTY BOARD
OF SOCIAL SERVICES

INGHAM COUNTY EMPLOYEES'
ASSOCIATION

Unit I Bargaining Team Member

Unit I Bargaining Team Member

Unit II Bargaining Team Member

Unit II Bargaining Team Member

Unit III Bargaining Team Member

Unit III Bargaining Team Member

President, ICEA

ADDENDUM A

UNIT III SALARY GRADES

<u>Salary Grades</u>	<u>Classification</u>
01	Clerk Receptionist Supply Clerk I Unit Secretary Clerk Typist Housekeeping Supervisor Food Service Supervisor Scheduling Coordinator Social Services Clerk
02	Steno Clerk Accounting Clerk Medical Records Clerk Supply Clerk II
03	Social Service Assistant
04	Assistant Account Specialist Social Worker Laundry/Maintenance Supervisor
05	Social Service Coordinator
06	Accounts Specialist Administrative Secretary-Nursing Housekeeping Manager
07	LPN-Med Nurse
08	Laundry/Maintenance Manager Therapeutic Activities Supervisor Community Relations/Volunteer Coordinator

ADDENDUM B

Unit I

CHARGE NURSE
EDUCATION COORDINATOR

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start (0-1040 hours)	\$16,612.00 7.99	\$17,110.36 8.23	\$17,623.67 8.47	\$18,152.38 8.73
6 months (1041-2080 hrs)	17,298.40 8.32	17,817.36 8.57	18,351.88 8.82	18,902.44 9.09
1 year (2081-4160 hrs)	18,109.60 8.71	18,652.89 8.97	19,212.48 9.24	19,788.85 9.51
2 years (4161-6240 hrs)	18,858.40 9.07	19,424.15 9.34	20,006.87 9.62	20,607.08 9.91
3 years (6241-8320 hrs)	19,711.20 9.48	20,302.54 9.76	20,911.62 10.05	21,538.97 10.36
4 years (8321 plus hrs)	20,980.00 10.09	21,609.40 10.39	22,257.68 10.70	22,925.41 11.02

The above rates have been increased as follows:

Effective January 1, 1984, \$700.00 has been added to all classifications at all steps.

Effective July 1, 1984, all classifications at all steps have been increased by 3%.

Effective December 30, 1984, all classifications at all steps have been increased by 3%.

Effective June 30, 1985, all classifications at all steps have been increased by 3%.

	<u>Unit II</u>			
	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$16,396.08 7.88	\$16,887.96 8.12	\$17,394.60 8.36	\$17,916.44 8.61
End of Probation	16,726.80 8.04	17,288.60 8.28	17,745.46 8.53	18,277.82 8.79
6 months (1041-2080 hrs)	17,013.42 8.18	17,523.82 8.43	18,049.54 8.68	18,591.03 8.94
1 year (2081-4160 hrs)	17,741.01 8.53	18,273.24 8.79	18,821.44 9.05	19,386.08 9.32
2 years (4161-6240 hrs)	18,468.60 8.88	19,022.66 9.15	19,593.34 9.42	20,181.14 9.70
3 years (6241-8320 hrs)	19,196.18 9.23	19,772.07 9.51	20,365.23 9.79	20,976.19 10.09
4 years (8321 plus hrs)	19,923.76 9.58	20,521.47 9.87	21,137.11 10.16	21,771.22 10.47

The above rates have been increased as follows:

Effective January 1, 1984, all salaries were first increased by \$700.00. Thereafter all salaries were increased by 6%.

Effective July 1, 1984, all classifications at all steps have been increased by 3%.

Effective December 30, 1984, all classifications at all steps have been increased by 3%.

Effective June 30, 1985, all classifications at all steps have been increased by 3%.

Unit II, Cost of Living Allowance, 1984. Every full-time employee in Unit II will be eligible to receive a cost of living supplement of One Hundred Seventy-five (\$175.00) Dollars paid the 15th day (or first regular work day thereafter) of April, 1984.

Eligibility. This cost of living supplement will be paid to all eligible employees who have been continuously employed and compensated by the Facility for the entire three (3) month eligibility period.

Prorated Basis. Part-time employees and full-time employees who have been continuously employed for the three (3) month eligibility period shall receive a cost of living supplement on a prorated basis based on hours compensated, exclusive of overtime hours.

Unit III

Salary Grade 1

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$10,184.80 4.90	\$10,490.34 5.04	\$10,805.05 5.20	\$11,129.20 5.35
1 year (2081-4160 hrs)	10,621.60 5.11	10,940.25 5.26	11,268.46 5.42	11,606.51 5.58
2 years (4161-6240 hrs)	11,204.00 5.39	11,540.12 5.55	11,886.32 5.72	12,242.91 5.89
3 years (6241-8320 hrs)	11,807.20 5.68	12,161.42 5.85	12,526.26 6.02	12,902.05 6.20
4 years (8321-10400 hrs)	12,348.00 5.94	12,718.44 6.12	13,099.99 6.30	13,492.99 6.49
5 years (10401 plus hrs)	13,300.00 6.39	13,699.00 6.59	14,109.97 6.78	14,533.27 6.99

Salary Grade 2

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$10,912.80 5.25	\$11,240.18 5.40	\$11,577.39 5.57	\$11,924.71 5.73
1 year (2081-4160 hrs)	11,432.80 5.50	11,775.78 5.66	12,129.05 5.83	12,492.92 6.01
2 years (4161-6240 hrs)	12,015.20 5.78	12,375.66 5.95	12,746.93 6.13	13,129.34 6.31
3 years (6241-8320 hrs)	12,680.80 6.10	13,061.22 6.28	13,453.06 6.47	13,856.65 6.66
4 years (8321-10400 hrs)	13,304.80 6.40	13,703.94 6.59	14,115.06 6.79	14,538.51 6.99
5 years (10401 plus hrs)	14,087.50 6.77	14,510.13 6.98	14,945.43 7.19	15,393.79 7.40

Unit III

Salary Grade 3

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$11,349.60 5.46	\$11,690.09 5.62	\$12,040.79 5.79	\$12,402.01 5.96
1 year (2081-4160 hrs)	11,848.80 5.70	12,204.26 5.87	12,570.39 6.04	12,947.50 6.23
2 years (4161-6240 hrs)	12,556.00 6.04	12,932.68 6.22	13,320.66 6.40	13,720.28 6.60
3 years (6241-8320 hrs)	13,180.00 6.34	13,575.40 6.53	13,982.66 6.72	14,402.14 6.92
4 years (8321-10400 hrs)	13,783.20 6.63	14,196.70 6.83	14,622.60 7.03	15,061.28 7.24
5 years (10401 plus hrs)	14,802.40 7.12	15,246.47 7.33	15,703.86 7.55	16,174.98 7.78

Salary Grade 4

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$11,807.20 5.68	\$12,161.42 5.85	\$12,526.26 6.02	\$12,902.06 6.20
1 year (2081-4160 hrs)	12,348.00 5.94	12,718.44 6.12	13,099.99 6.30	13,492.99 6.49
2 years (4161-6240 hrs)	13,013.60 6.26	13,404.01 6.44	13,806.13 6.64	14,220.31 6.84
3 years (6241-8320 hrs)	13,637.60 6.56	14,046.73 6.75	14,468.13 6.96	14,902.17 7.17
4 years (8321-10400 hrs)	14,324.00 6.89	14,753.72 7.09	15,196.33 7.31	15,652.22 7.53
5 years (10401 plus hrs)	15,197.60 7.31	15,653.53 7.53	16,123.14 7.75	16,606.83 7.98

Unit III

Salary Grade 5

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$12,348.00 5.94	\$12,718.44 6.12	\$13,099.99 6.30	\$13,492.99 6.49
1 year (2081-4160 hrs)	12,805.60 6.16	13,189.77 6.34	13,585.46 6.53	13,993.02 6.73
2 years (4161-6240 hrs)	13,533.60 6.51	13,939.61 6.70	14,357.80 6.90	14,788.53 7.11
3 years (6241-8320 hrs)	14,199.20 6.83	14,625.18 7.03	15,063.94 7.24	15,515.86 7.46
4 years (8321-10400 hrs)	14,906.40 7.17	15,353.59 7.38	15,814.20 7.60	16,288.63 7.83
5 years (10401 plus hrs)	15,800.80 7.60	16,274.82 7.82	16,763.07 8.06	17,265.96 8.30

Salary Grade 6

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$12,784.80 6.15	\$13,168.34 6.33	\$13,563.39 6.52	\$13,970.29 6.72
1 year (2081-4160 hrs)	13,325.60 6.41	13,725.37 6.60	14,137.13 6.80	14,561.24 7.00
2 years (4161-6240 hrs)	13,991.20 6.73	14,410.94 6.93	14,843.27 7.14	15,288.57 7.35
3 years (6241-8320 hrs)	14,719.20 7.08	15,160.78 7.29	15,615.60 7.51	16,084.07 7.73
4 years (8321-10400 hrs)	15,488.80 7.45	15,953.46 7.67	16,432.06 7.90	16,925.02 8.14
5 years (10401 plus hrs)	16,404.00 7.89	16,896.12 8.12	17,403.00 8.37	17,925.09 8.62

Unit III

Salary Grade 7

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$12,888.80 6.20	\$13,275.46 6.38	\$13,673.72 6.57	\$14,083.93 6.77
1 year (2081-4160 hrs)	13,637.60 6.56	14,046.73 6.75	14,468.13 6.96	14,902.17 7.17
2 years (4161-6240 hrs)	14,324.00 6.89	14,753.72 7.09	15,196.33 7.31	15,652.22 7.53
3 years (6241-8320 hrs)	15,052.00 7.24	15,503.56 7.45	15,968.67 7.68	16,447.73 7.91
4 years (8321-10400 hrs)	15,800.80 7.60	16,274.82 7.82	16,763.07 8.06	17,265.96 8.30
5 years (10401 plus hrs)	16,757.60 8.06	17,260.33 8.30	17,778.14 8.55	18,311.48 8.80

Salary Grade 8

	<u>Effective</u> <u>1-1-84</u>	<u>Effective</u> <u>7-1-84</u>	<u>Effective</u> <u>12-30-84</u>	<u>Effective</u> <u>6-30-85</u>
Start	\$13,762.40 6.62	\$14,175.27 6.82	\$14,600.53 7.02	\$15,038.55 7.23
1 year (2081-4160 hrs)	14,386.40 6.92	14,817.99 7.12	15,262.53 7.34	15,720.41 7.56
2 years (4161-6240 hrs)	15,135.20 7.28	15,589.26 7.50	16,056.94 7.72	16,538.65 7.95
3 years (6241-8320 hrs)	15,988.00 7.69	16,467.64 7.92	16,961.67 8.16	17,470.52 8.40
4 years (8321-10400 hrs)	16,716.00 8.04	17,217.48 8.28	17,734.00 8.53	18,266.02 8.78
5 years (10401 plus hrs)	17,652.00 8.49	18,181.56 8.74	18,727.00 9.01	19,298.82 9.27

The above rates have been increased as follows:

Effective January 1, 1984, \$700.00 has been added to all classifications at all steps.

Effective July 1, 1984, all classifications at all steps have been increased by 3%.

Effective December 30, 1984, all classifications at all steps have been increased by 3%.

Effective June 30, 1985, all classifications at all steps have been increased by 3%.

Unit III, Cost of Living Allowance, 1984. Full-time employees in Unit III shall be eligible to receive a cost of living supplement of One Hundred Fifty-five (\$155.00) Dollars paid the fifteenth (15th) day (or the first regular working day thereafter) of January, 1984, as provided in Article 16 of the predecessor 1982-83 agreement between the Board and the ICEA, Unit III. The supplement will be paid to all eligible employees who have been continuously employed and compensated by the Facility for the entire three (3) months eligibility period and are employed and compensated on the day the payment is made.

Cost of Living--Part-Time. Part-time employees shall be eligible for a cost of living supplement at one-half (1/2) the rate specified above, but special part-time employees, temporary employees, and probationary employees shall not be eligible to receive such supplementary compensation.

ADDENDUM C

LETTER OF AGREEMENT

TO: David Stoker, Counsel for Ingham County Board of Social Services

FROM: Dan E. Hankins, General Counsel for the Ingham County Employees' Association

SUBJECT: Agreement Between ICEA-RN, Unit I and ICEA-RN, Unit II as it Pertains to "Bumping" of Unit I Employees into Unit II in the Event of Layoffs at the Ingham County Medical Care Facility.

DATE: December 8, 1980
January____, 1984

The negotiated Labor Agreement between the Ingham County Board of Social Services and the Ingham County Employees' Association (Unit I), Article 19 entitled Termination and Reduction of Work Force, Section 3 entitled Order of Layoff (B) provides as follows:

- B. The Charge Nurse classification shall be entitled to bump into the ICEA-RN, Unit II in the event of layoffs within the bargaining unit, provided, however, the Charge Nurse has more Facility wide seniority than any of the Registered Nurses in the ICEA-RN, Unit II and the ICEA-RN, Unit II enters into an agreement in writing approving this procedure.

Therefore, it is hereby agreed by and between the representatives of the ICEA-RN, Unit I Collective Bargaining Agreement and ICEA-RN, Unit II Collective Bargaining Agreement that in the event of layoffs affecting Unit I Charge Nurse classifications, that the affected employees in Unit I would be allowed to bump into Unit II

classifications provided the employees in the Unit I have more Facility wide seniority than the affected Registered Nurses in the ICEA-RN, Unit II Collective Bargaining Agreement.

INGHAM COUNTY EMPLOYEES'
ASSOCIATION, UNIT II

Ann Greer
By:

Archie Small
By:

Dan E. Hankins
DAN E. HANKINS
General Counsel for ICEA

David S. Stoker
DAVID STOKER
Counsel for Ingham County
Board of Social Services

INGHAM COUNTY EMPLOYEES'
ASSOCIATION, UNIT I

Rosemary Stok
By:

[Signature]
By:

ADDENDUM D

LETTER OF AGREEMENT

TO: David Stoker, Counsel for Ingham County Board of Social Services

FROM: Dan E. Hankins, General Counsel for the Ingham County Employees' Association

SUBJECT: Unit Clarification Petitions UC 81 J-50 and UC 81 J-51 Filed with the Michigan Employment Relations Commission by the Ingham County Board of Social Services September 30, 1981

DATE: October 28, 1981
January ____, 1984

On September 30, 1981, the Ingham County Board of Social Services filed the above-identified Petitions with the Michigan Employment Relations Commission requesting exclusion of certain employees from the Ingham County Employees' Association Collective Bargaining Units.

On October 28, 1981, by virtue of the Unit Clarification Petitions, the Ingham County Board of Social Services and Ingham County Employees' Association entered into a Letter of Agreement which is incorporated within this Collective Bargaining Agreement and restated as follows below:

THIS AGREEMENT entered into this 28th day of October, 1981. by and between the INGHAM COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as "Board") acting for the INGHAM COUNTY MEDICAL CARE FACILITY, and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as "ICEA").

W I T N E S S E T H :

WHEREAS, the Ingham County Employees' Association represents certain employees of the Board employed

at the Ingham County Medical Care Facility;
and

WHEREAS, the Board has petitioned the Michigan Employment Relations Commission in Unit Clarification Petitions UC 81 J-50 and UC 81 J-51 filed with the Michigan Employment Relations Commission;
and

WHEREAS, such petitions requested the exclusion of certain employees from ICEA collective bargaining units; and

WHEREAS, such petitions included request for the exclusion of the laundry-maintenance supervisor and housekeeping supervisor from the ICEA collective bargaining units; and

WHEREAS, the ICEA is willing to consent to the exclusion of the petition classifications with the exception of the laundry-maintenance supervisor and housekeeping supervisor classifications; and

WHEREAS, the parties desire to amicably resolve such matter.

NOW THEREFORE, it is hereby mutually agreed between the parties as follows:

1. The Nursing Coordinator classification, Personnel Manager classification, Social Service Director classification, and Administrative Assistant classification at the Ingham County Medical Care Facility shall be excluded from ICEA bargaining units and shall be considered exempt managerial employees between the parties.
2. That the laundry-maintenance supervisor classification and the housekeeping supervisor classification shall remain within the ICEA bargaining unit so long as such positions are held by Mr. Vernon Aleshire and Ms. Erlene Allen, respectively.
3. Upon such time the above-named employees shall vacate the maintenance-laundry supervisor and/or the housekeeping supervisor positions

at the Ingham County Medical Care Facility, such positions shall be from that time on excluded from the ICEA bargaining units as exempt managerial positions.

4. In the event that the Board desires to restructure the duties and responsibilities of the named Facility employees, or the Board, or its designee, shall remove from Mr. Aleshire and/or Ms. Allen their current responsibilities as laundry-maintenance supervisor and housekeeping supervisor, respectively, then, upon such event, the aforementioned classification shall be excluded from the ICEA bargaining units as managerial positions, and the named employees involved shall be re-assigned to a bargaining unit classification with no reduction in wages and benefits from that which they were then receiving in their laundry-maintenance supervisor or housekeeping supervisor positions. The right to restructure the Board's operations in such matter shall be reserved solely to the Board's discretion, but in the event such discretion is exercised, it shall not reduce the wages or fringe benefits of the current occupants of the laundry-maintenance supervisor and housekeeping supervisor positions.
5. This Agreement to exempt the classifications noted herein is based on the general level of duties and responsibilities being performed by these classifications, and, in the event that there is a substantial modification in the level and nature of duties and responsibilities of such classification, their inclusion in the ICEA may be reconsidered.

INGHAM COUNTY EMPLOYEES' ASSOCIATION
By: Dan E. Hankins, General Counsel

INGHAM COUNTY BOARD OF SOCIAL SERVICES
By: Harry Scott, Administrator

APPROVED AS TO FORM:

COHL, SALSTROM & STOKER, P.C.
By: David G. Stoker

ADDENDUM E

LETTER OF AGREEMENT

TO: David Stoker, Counsel for Ingham County Board of Social Services

FROM: Dan E. Hankins, General Counsel for the Ingham County Employees' Association

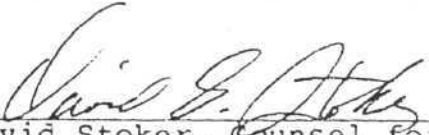
SUBJECT: (1) Unit Clarification Petitions UC 81 J-50 and UC 81 J-51 Filed with the Michigan Employment Relations Commission by the Ingham County Board of Social Services September 30, 1981

(2) Title Change of Classification(s) Laundry/Maintenance Supervisor to Laundry/Maintenance Manager and Title Change of Housekeeping Supervisor to Housekeeping Manager

DATE: June 28, 1984

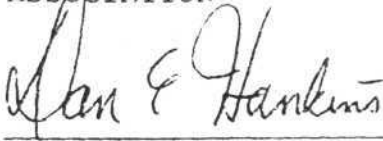
During the collective bargaining processes for a new labor agreement between the Ingham County Board of Social Services and the Ingham County Employees' Association, Units I, II and III, said Agreement to be effective January 1, 1984, the Board representatives proposed a title change of the two classifications referred to above. The Association agreed. The Letter of Agreement identified in Addendum D is incorporated herein.

INGHAM COUNTY BOARD OF
SOCIAL SERVICES



David Stoker, Counsel for
Ingham County Board of
Social Services

INGHAM COUNTY EMPLOYEES'
ASSOCIATION



Dan E. Hankins, General Counsel
Ingham County Employees'
Association

ADDENDUM F

LETTER OF AGREEMENT

TO: David Stoker, Counsel for Ingham County Board of Social Services

FROM: Dan E. Hankins, General Counsel for the Ingham County Employees' Association

SUBJECT: Reclassification of Natalie Bruinsma and Janet LeRoy--Confidential Employees

DATE: January __, 1984

During the collective bargaining processes for a new labor agreement between the Ingham County Board of Social Services and the Ingham County Employees' Association, the Board representatives, based on past decisions of the Michigan Employment Relations Commission, represented that Natalie Bruinsma's position of Clerk Typist to the Administrator, Salary Grade 01, would be reclassified to Administrative Assistant, or a title outside the scope of Unit III, be upgraded in salary grade, and become a "confidential" position as that term is defined by the Michigan Employment Relations Commission. That Natalie Bruinsma shall be assigned to such position and would further continue to receive all negotiated benefits in the Unit III labor agreement.

The Board representatives, based on past decisions of the Michigan Employment Relations Commission, represented that Janet LeRoy's position of Payroll Clerk, Salary Grade 01, may be reclassified, would be upgraded in salary grade, and become a "confidential" position as that term is defined by the Michigan Employment Relations Commission. That Janet LeRoy shall be assigned to such position and would further continue to receive all negotiated benefits in the Unit III labor agreement.

The Ingham County Board of Social Services and the Ingham County Employees' Association agree that Natalie Bruinsma and Janet LeRoy will continue to accumulate ICEA seniority while working in the positions under the Employer not included in the Unit, and that they shall have the right to exercise their seniority on a Facility wide basis by bumping back to their previous jobs, if applicable, or into other job classifications provided they are qualified to perform the job without a training period as determined by the Employer, subject to review by the Administrator.

INGHAM COUNTY BOARD OF
SOCIAL SERVICES

Mary L. Olson
By:

Nolan Owen
By:

David E. Stoker
David Stoker, Counsel for
Ingham County Board of
Social Services

INGHAM COUNTY EMPLOYEES'
ASSOCIATION

Maria Thoreau Smith
By:

Rosemary Stock
By:

Dan E. Hankins
Dan E. Hankins, General Counsel
Ingham County Employees'
Association

ADDENDUM G

LETTER OF AGREEMENT

TO: Dan E. Hankins, General Counsel for the Ingham
County Employees' Association

FROM: David Stoker, Counsel for Ingham County Board of
Social Services

RE: New Employee Weekend Designation

DATE: June 13, 1984

During the collective bargaining processes for a new labor agreement between the Ingham County Board of Social Services and the Ingham County Employees' Association, it was agreed as follows:

A. Any employees hired after July 1, 1984, and any current employees who so request, may have their weekends defined as Friday - Saturday or Sunday - Monday for all purposes under this Agreement, including eligibility for weekend premium.

B. It is expressly understood and agreed that the use of Fridays and Saturdays, and Sundays and Mondays as to a weekend is within the sole discretion of the Employer, who may initiate and/or discontinue the practice at any time. Employees who are employed prior to July 1, 1984, may not be placed into a Friday - Saturday or Sunday - Monday weekend schedule unless they desire the change.

INGHAM COUNTY BOARD OF
SOCIAL SERVICES

Mary L. Olson
Tolan Owen

David E. Stoker
David Stoker, Counsel for
Ingham County Board of
Social Services

INGHAM COUNTY EMPLOYEES'
ASSOCIATION

Wington D. Wall
Dorothy Pallock
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Association

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