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AGREEMENT

BETWEEN

JACKSON COUNTY DEPARTMENT OF SOCIAL SERVICES BOARD

JACKSON COUNTY MEDICAL CARE FACILITY

AND

LICENSED PRACTICAL NURSES AND  
TECHNICAL AND CLERICAL EMPLOYEES

AT THE

JACKSON COUNTY MEDICAL CARE FACILITY  
CHAPTER OF LOCAL NO. 2098

AFFILIATED WITH

MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)

UNIT A

JANUARY 1, 1991 THROUGH FEBRUARY 28, 1993

*Jackson County Medical Care Facility*

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UNIT A

COLLECTIVE BARGAINING AGREEMENT

This Agreement, made and entered into as of this 23th day of September, 1991 by and between the Jackson County Social Services Board, of the County of Jackson, State of Michigan and its employees recognized hereunder as being represented by Unit A of Local 2098 and Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO.

A. PURPOSE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, and Employees and the Union.

2. The parties recognize that the interest of the community and the job security of the Employees depend upon the County's success in establishing a proper service to the Community. To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

## B. DEFINITIONS

1. EMPLOYER. For the purpose of this agreement, the word "employer" means the Jackson County Social Services Board, County of Jackson, State of Michigan.

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

a) Full-Time Employees. Employees who are regularly scheduled at least 64 hours per 80 hour pay period.

b) Part-Time Employees. Employees who are regularly scheduled to work not less than 40 but no more than 63 hours per 80 hour pay period.

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

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

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

4. IMMEDIATE FAMILY. For the purpose of this agreement, "immediate family" means the employee's current spouse, children, step-children, foster children, parents, step-parents, grandparents, foster grandparents, foster parents, brothers, step-brothers, sisters, step-sisters, grandchildren, current parent's-in-law and any other person for whom financial or physical care is the employee's principle responsibilities.

### C. RECOGNITION

1. The employer, a public employer under the Public Employment Relations Act, being 1947 PA 336, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees working for Jackson County Medical Care Facility, but excluding, however, the following:

- a) Elected officials, Department Heads, Professional employees, Supervisors, Managerial employees, confidential employees, payroll clerk and Registered Nurses;
- b) Employees represented by Local 139 of AFSCME at the Jackson County Medical Care Facility;
- c) Employees represented by the International Union of Operating Engineers, Local No. 547 at the Jackson County Medical Care Facility;
- d) Temporary and casual employees.

D. UNION REPRESENTATION - DUES AND FEES

1. PURPOSE. The employer and the union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, handicap which is unrelated to the employee's ability to do his/her job, political belief, or membership or non-membership in a union, nor shall the employer or the union, or their agents, or their members discriminate against any employee because of exercising of his/her rights under PERA or this agreement.

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

3. UNION ACCEPTANCE OF MEMBERSHIP. The union agrees to accept into membership all employees who apply for union membership. Payment of union dues and fees uniformly required is a condition of union membership and a condition of continued employment.

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

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

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

5. DEDUCTION OF FEES. The employer shall deduct from the first paycheck of each month union dues and fees or the representation fee as authorized by each employee.

6. DISCHARGE FOR NON-PAYMENT. Employees who fail to remain union members, or in the alternative, fail to pay the representation fee, shall be discharged by the employer within 30 days after receipt of written notice to the employer and the employee from the union, unless the employer is otherwise notified by the union in writing within such period that such default has been rectified.

7. NOTICE OF NEW HIRES. The employer will furnish to the union a list of all new hires at the end of each pay period.

8. NOTICE OF TERMINATION OF SENIORITY. In the event an employee's seniority is terminated, the employer shall notify the union following the end of the month in which termination of seniority took place.

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

10. UNION STEWARDS. The union shall be entitled to one (1) steward to represent each shift for the professional employees at the Medical Care Facility and one (1) steward to represent non-professional employees at the Medical Care Facility. Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to County premises for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective Department Heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the Department. The County premises may be used for grievance interviews. Stewards shall investigate and present the grievance to the Department Heads through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the Department Head giving him reasonable time to adjust for their absence during such periods while they are investigating or processing grievance procedures.

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



## E. EMPLOYER AND UNION RESPONSIBILITY

1. The employer hereby reserves and retains unto itself all power, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States. The management of the business of the employer is vested exclusively in it and the employer reserves to itself all management and administrative functions, including but not limited to, the full and exclusive control of the content and work and the direction and supervision and the operation of the County business and of the employees of the County. This authority of management shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or discharge for just cause, to establish classifications, lay off employees because of lack of work or the elimination of departments, to determine starting and quitting time and shift schedules, to combine or split up departments, to establish overtime hours to be worked, to decide on functions to be performed, to establish methods for recording work hours of the employees (other than by use of time clocks), to establish standards of quality, all of which shall be subject to and be in conformity with the applicable express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County. Any powers or authority of the employer which are not abridged, delegated or modified specifically by this Agreement are retained by the employer.

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

## F. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a sixty (60) working day probationary period which shall be accumulated within not more that 180 calendar days from the date of hiring.
2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than thirty (30) working days upon the mutual written agreement of the employer and employee affected. The union shall be provided a copy of each such agreement by the employer.
3. UNION REPRESENTATION DURING PROBATIONARY PERIOD. The union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this agreement, except with respect to health and safety measures.
4. WAIVER OF PROBATIONARY PERIOD. The employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the union shall be notified in writing.
5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the employer, the employee shall have seniority status.
6. SENIORITY DATE. Each employee's seniority date is his/her hire date.
7. ANNIVERSARY DATE. Each employee's anniversary date shall be one year integrals from the hiring date.
8. HIRING DATE. Each employee's hiring date is the first day of work for the employer as a temporary or regular in continuous full-time or part-time employment.
9. SENIORITY LIST. The employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The employer shall submit the seniority list to the union prior to July 15 and December 30 each year. A seniority list shall be posted in each department.
10. APPLICATION OF SENIORITY. The employer agrees to recognize and apply the principle of seniority as follows:

a) DEPARTMENTAL SENIORITY. Departmental seniority shall be defined as all time spent filling a permanent position within a department and shall be retroactive to date of hire after completion of the probationary period. In the event that management decides to reassign ward clerks to units other than their current assignment, consideration shall be given to employees preference and department seniority while the final decision as to reassignment shall remain with the Facility.

b) UNIT-WIDE SENIORITY. Unit-wide seniority shall be defined as all time spent working with the bargaining unit at Jackson County Medical Care Facility and shall be retroactive to date of hire after completion of the probationary period.

c) COUNTY-WIDE SENIORITY. There shall be no county-wide seniority except that employees hired in Unit A shall retain their accrued Unit B, C, D, or Jackson County Medical Care Facility seniority (length of service from last day of hire) for purpose of fringe benefit computation.

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

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

- a) The employee quits or is discharged for cause.
- b) The employee is absent for 3 consecutive working days without good cause and without notifying the employer and obtaining a leave of absence. The employer will issue a termination notice in such case.

- c) An employee is notified by personal notice, e.g., telephone or personal communication, to report for work and fails to report for five (5) working days after he was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the employer, and the employee fails to report for work for five (5) days following the time he was supposed to report for work, based on the postmark of his notice, then in such event he shall be considered to have quit. Notice will be given the Union in the event of the employee's failure to report within the required time.
- d) The employee fails to report back within three (3) days following the expiration of a leave of absence, vacation or holiday.
- e) Falsification of reasons for leave of absence or statements on the employee's application. This shall not apply to false statements made over two (2) years ago.
- f) An employee with less than 1 year of seniority will lose his seniority if he is laid off for a period equal to the length of time of his seniority. Employees with more than 1 year of seniority will lose their seniority if laid off for a continuous period equal to their seniority acquired at the time of layoff or for a period of 18 months, whichever is longer.

13. SENIORITY STATUS/MILITARY SERVICE. An employee actively serving in the armed forces of the United States shall not lose his seniority status but upon release from service under honorable conditions, he shall be re-employed by the employer under the provisions of the Universal Military Training and Service Act provided he reports for work within 90 days after such release from training, in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the employer will review his case with the Union as to whether or not he should be re-employed, but generally, such person shall not be entitled to re-employment. The employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

## G. LAY-OFFS

1. TEMPORARY LAY-OFF. A temporary lay-off is a lay-off for a period of five (5) days or less.

2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.

3. LAY-OFF PRIORITIES. In the event of a permanent or temporary lay-off employees will be laid off in the following order within their department:

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

4. LAY-OFF NOTIFICATION. In the event of a temporary or permanent lay-off, employees shall be notified, in writing, by the employer at least five (5) days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.

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

### 6. BUMPING.

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

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

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

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

d) The employee may elect to waive bumping rights and accept the lay-off, in writing, to the Chapter Chairperson and the Personnel Director.

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

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



## H. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is rightfully discharged, is transferred, or is granted a leave of absence exceeding 60 working days.

2. TEMPORARY VACANT POSITIONS. A temporary vacant position exists when an employee is absent for his/her position for any number of consecutive two hour integrals which do not exceed 60 working days.

3. FILLING TEMPORARY VACANT POSITIONS. The employer may fill a temporary vacant position by transferring the senior qualified employee within the department and, if none are available, the position may be filled with a temporary employee for a period not to exceed 60 working days.

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

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

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

6. VACANT POSITION POSTING. Position vacancies shall be posted over the signature of the Administrator five (5) working days from the time they become vacant and the steward shall receive a copy of all posting at the time they are posted. The County shall fill the vacancy following the posting within a reasonable time unless it elects through the Jackson County Social Services Board not to fill such vacancy. If the Facility decides to post a position and then determines not to fill it, the Chapter chair will be notified in writing within twenty (20) calendar days after the end of the posting period.

7. APPLICATION FOR VACANT POSITIONS. An employee desiring to be transferred to the posted vacant position shall make written application to the person who signed the Vacant Position Posting.

## 8. TRIAL PERIOD.

a) Employees who are transferred to a vacant position shall be given a period of ten (10) working days to establish their ability to perform the work. The trial period may be extended up to an additional thirty (30) working days upon the written mutual agreement of the Department Head and employee affected. The Union shall be provided a copy of each agreement by the employer. In the event an employee feels uncomfortable (or personally feels inadequate) in his new position and/or work environment during the ten (10) working day trial period, he shall have the right to return to his previous position.

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

c) An employee who successfully completes the Trial Period shall be ineligible to make application for a vacant position for a period of six (6) months, unless waived by the employee's Department Head.

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

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

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



## I. GRIEVANCE PROCEDURE

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

2. DEFAULT SETTLEMENT OF GRIEVANCE. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review.

3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.

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

5. WORKING DAY DEFINITION. Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding Holidays.

6. RETROACTIVE PAYMENT OF WAGES. Any grievance relating to payment of wages shall go back to the pay period prior to the pay period preceding the filing of a grievance.

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

8. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

### STEP 1.

a) Oral Presentation of Grievance to Immediate Supervisor. An employee having a grievance shall present it, with the steward, orally to his/her Department Supervisor or Director of Nursing or Associate Director of Nursing where the grievance involves the Nursing Department within five (5) working days from the knowledge of its occurrence. The Department Supervisor, Director of Nursing or Associate Director of Nursing shall have two (2) working days to respond to the grievance or the Union may submit the grievance in writing. Failure of the immediate Supervisor to respond at step I a) to the grievance shall not be considered a default under Article I (2), but will proceed to Article I, Step 1 b).

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

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

#### STEP 2.

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

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

#### STEP 3.

a) Written Presentation of Grievance to Jackson County Social Services Board. If the grievance is not settled at Step 2, and the Chapter Chairperson wishes to proceed further with the grievance, the Chapter Chairperson may submit a signed written appeal to the Jackson County Social Services Board within ten (10) working days from the date of receipt of the Administrator's written response. This step may be mutually waived by agreement of the parties.

b) Meeting to Discuss Pending Grievance. At least two (2) representatives of the Jackson County Social Services Board, two (2) representatives of the union and the grievant shall meet at a mutually agreeable time within ten (10) working days of the date of receipt by the Jackson County Social Services Board of the written appeal.

c) Mutual Decision. A mutual agreement in writing may be given within ten (10) working days of the meeting.

d) Jackson County Social Services Board's Decision. In the event that a mutual decision cannot be reached, the Jackson County Social Services Board shall respond in writing within ten (10) working days of the meeting.

STEP 4.

a) Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

b) Settlement of Matter Submitted to Arbitration. The union and employer shall have full authority to settle any matter subject to arbitration before, during, or after the matter has been submitted, and the employee will be bound thereby, provided that the union has fulfilled its duty of fair representation.

c) Notice of Intent. Notice of Intent to submit to arbitration shall be given within fifteen (15) working days from the end of Step 3. Within fifteen (15) working days thereafter in case of a discharge grievance, a Demand for Arbitration must be filed with the American Arbitration Association. For grievances proceeding to arbitration on issues other than discharge, the Demand for Arbitration must be filed with the American Arbitration Association within thirty (30) days of submission of the Notice of Intent.

d) Selection of Arbitrator. The arbitrator shall be selected under rules of the American Arbitration Association.

e) Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the employer, and the union, and may be enforced by a Circuit Court of competent jurisdiction.

f) Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision.

g) Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the union and the employer. All other expenses shall be borne by the individual parties.

## J. WORK RULES

1. WORK RULES. The employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County and welfare and safety of employees.

2. PRESENTATION TO UNION. The Union will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least ten (10) days prior to publication the employer shall submit proposed work rules to the Union. In the event that the Union believes a work rule is in conflict with or modifies the provisions of this agreement, or is unjust or unreasonable, then, following the publication and establishment of such rule by the employer, the Union may file a grievance with respect thereto commencing at Step 3 of the grievance procedure. If the Union does not grieve within ten (10) days of publication, the Union may not grieve with respect to the work rule unless the employer enforces the rule through disciplinary action.

3. ENFORCEMENT OF WORK RULES. The employer shall uniformly and consistently enforce work rules.

4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each employee by the employer.

5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the employer.

6. SAFE AND HEALTHFUL WORKING CONDITIONS. The employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the employer in its efforts to have the employees comply with all safety, sanitary, and fire regulations.

## K. DISCIPLINE

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

### 2. COUNSELING.

a) Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.

b) Management will develop a counselling form which may be used by the supervisor for counselling and if used will be signed by the supervisor and the employee. The employee may request a copy of the form.

### 3. DISCIPLINARY HEARINGS.

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

b) Notice of Hearing. The Department Head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

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

#### d) Conduct of Hearing.

1. Disciplinary hearing shall be conducted in private and in a manner that will not embarrass the employee.

2. The employee must receive an explanation of the charges against him/her, as well as the known facts surrounding the incident.

3. The employee may give arguments or explanations concerning the charges made if he/she so desires.

e) Employee Refusal to Participate in Hearing. If an employee refuses to participate in, or fails to attend, a discipline hearing, the employee shall be notified in writing of the charges and disciplinary action decided upon.

f) Notice of disciplinary Action. As soon as possible after the hearing, the employee and the Steward shall be notified of the disciplinary action taken (if any) in writing, and his/her right of appeal.



4. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

A) Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. While there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered:

- 1) the seriousness of the offense;
- 2) the employee's disciplinary and work records (the employer shall not take into account any work rule violations incurred more than two (2) years previously);
- 3) the employee's length of service;
- 4) the Medical Care Facility's past practice in similar or identical cases;
- 5) circumstances surrounding the incident that are either mitigating or aggravating.

b) Conference with Administrator. Before a Department Head shall decide upon a disciplinary action for an employee, he/she shall confer with the Administrator.

5. TYPES OF DISCIPLINARY ACTION.

a) Generally. Disciplinary actions fall into the several categories following: The sequence of disciplinary actions listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b) Oral Warning. An informal means by which a Department Head calls to the attention of the employee certain deficiencies in the employee's conduct or work performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the Department Head and included in the employee's personnel file. A copy of the written record shall be provided to the employee and the Chapter Chairperson.

c) Written Warning. A formal means by which a Department Head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

d) Suspension. The action temporarily suspends an employee from employment with the County and from being paid by the County for a definite period of time. The Administrator shall review the proposed suspension of County employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:

1. suspension shall be for consecutive work days;
2. loss of pay for the time period specified;
3. employee may not utilize leave of any kind while suspended.

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

e) Discharge. This action permanently removes the employee from employment with the County. The Administrator shall review the proposed discharge of County employees for work rule violations or unsatisfactory job performance. Before being discharged, the employee shall be given a written memorandum or letter specifying the reason for the discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

f) Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and employee affected and submitted to the Jackson County Social Services Board within five (5) working days from the date of such disciplinary action.

## L. HOURS

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

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

3. HOURS. The hours of work for full-time employees shall be eight (8) hours per day as scheduled by the Department Head.

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

5. DAYS The days of work for full-time employees shall be five (5) consecutive days per calendar week as scheduled by the Department Head.

6. NORMAL WORK WEEK (BUSINESS OFFICE CLERICAL). The normal work day shall consist of eight (8) hours, 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour lunch break as scheduled by the Department Head.

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

### 8. THREE SHIFT OPERATIONS AND NURSING DEPARTMENT CLERICAL

a) Normal Work Day. The normal work day shall consist of eight (8) hours on one of three (3) shifts. A ward clerks normal work day shall be 7 a.m. to 3 p.m., and shall be entitled to a paid thirty (30) minute lunch break during their eight (8) hour shift.

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

c) Weekend Schedules. The immediate supervisor shall schedule their employees in the classification on concern to provide each employee with every other week-end off.

All schedules shall be posted one (1) week in advance, setting forth the schedule for three (3) weeks.



d) Lunch Break. Employees working on consecutive three (3) shift operations throughout an entire 24 hour period shall be entitled to a paid 30 minute lunch break during their 8 hour shift.

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

9. REST PERIOD. Employees may take one 15 minute rest period before the lunch period and one 15 minute rest period after the lunch period as scheduled by the Department Head.

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

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

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

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

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

## M. OVERTIME

1. OVERTIME. In emergencies or where the press of duties requires, the Department Head may prescribe reasonable periods of overtime work for employees to meet operational needs.

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

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

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

3. OVERTIME AUTHORIZATION. Overtime shall be assigned based on seniority within the department. The Department Head shall attempt to equalize overtime with a three (3) month period. In the event that overtime is declined, the least senior employee shall be required to perform the work.

4. OVERTIME COMPENSATION. Employees shall be compensated for overtime payment at wages at time and one-half (1 1/2) for overtime worked.

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

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

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

8. SEVENTH CONSECUTIVE DAY. Time and one-half (1 1/2) shall be paid for the seventh (7th) consecutive day of work. This is not applicable to scheduled shift rotations.

N. WAGES

1. 1991. Wage rates effective March 1, 1990 through December 31, 1991 shall continue in full force and effect to and including February 28, 1991.

2. 1991 SALARY INCREASES. A two percent wage rate increase effective March 1, and a two percent wage rate increase effective July 1, 1991 shall be paid retroactively and remain in effect until February 29, 1992, with the following exception: Increase in pay rates for G.P.N. and L.P.N. classifications shall be effective the first payday after ratification, as reflected in the Unit A 1991 wage schedule. Employees must be currently employed at the time of ratification of this contract to receive payment. Payment schedule will be given to the Union. Employees terminating for any reason after the date of ratification will receive retroactive payment with final pay check.

3. 1992 SALARY INCREASE. Commencing on March 1, 1992 there shall be a three percent wage increase for all pay rates reflected on the wage schedule except the L.P.N. and G.P.N. rates which will be given as outlined on page 48.

4. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a lump sum by separate check on the first payday in December 1991, and 1992 as follows:

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

For the purposes of this section, annual pay means actual hours paid from January 1 through November 30 plus projected hours for December. Necessary adjustments will be made in January.

The longevity payment shall be determined by the length of service occurring between December 1 and November 30 of each year.

5. SHIFT PREMIUM. The shift premium for bargaining unit personnel working on the second and third shifts shall be reflected on page 48. Percentage multipliers which increase the wage rate will be applied directly to the shift rates.

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

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

8. WAGE RATE/NEW CLASSIFICATION. In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

a) Union Notification. The employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified, and propose a pay rate for the classification.

b) Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the employer.

c) Submission to Grievance Procedure. If the Union and employer cannot agree on the pay rate through negotiations, the matter may be submitted at Step 3 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the employer.

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

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

11. WAGE OVERPAYMENTS. If there is an overpayment of gross pay, it shall be corrected in the next paycheck.

## D. INSURANCE

1. HOSPITAL AND MEDICAL COVERAGE. As soon as possible after ratification of the contract the employer agrees to offer hospitalization medical coverage for the employees and their families Blue Cross - Blue Shield MVF - Plan 1 with predetermination clause, M.L. rider, and a prescription rider (PPO - \$3.00 co-pay, generic drugs unless otherwise specified by Physician). A co-pay of \$8.00 per month will be assessed all enrollees from the payroll check which is alternate to the one which deducts union dues. The facility also agrees to offer Blue Cross Network Health Central BCN-10 with designated waivers of deductibles and a co-pay of \$5.00 per month for single person coverage; \$10.00 per month for two person coverage; and \$15.00 per month for family coverage. Other HMOs may be offered if competitive benefits are available.

For all employees hired after 9/1/91 single person coverage shall commence when the employee attains seniority status. Two person or family coverage may commence after three full years of employment. An employee may opt to include any or all immediate family members on their insurance policy if they pay the difference between the cost of single coverage and the coverage that they choose.

If spousal coverage is elected by an employee, \$35.00 per pay period shall be paid to the employee in lieu of health insurance coverage. Employees must first sign a waiver (available in personnel) before the spousal coverage pay is granted. If spousal coverage is involuntarily lost they may rejoin our group with written verification of the loss. An employee may voluntarily elect to return to the group coverage only during the annual open enrollment period.

The employer may change carriers after consulting with the Union provided that the coverage under the new carrier's policy will be exactly the same, or better than the coverage under the Blue Cross - Blue Shield Plans.

2. HOSPITAL AND MEDICAL COVERAGE/RETIREEES. Hospital and medical coverage provided by the employer shall continue when an employee retires.

3. LIFE INSURANCE. For employees with seniority status, the employer agrees to pay the full premium for group term life insurance of \$17,500.00 with an additional accidental death and dismemberment insurance of \$17,500.00.

4. LIFE INSURANCE/RETIREEES. The employer agrees to pay the full premium for group term life insurance of \$3,000.00 for employees who retire from County employment on or after January 1, 1982.

5. DENTAL. The employer shall reimburse each employee up to \$250.00 annually for dental expenses incurred by the employee, current spouse and dependent children of the employee living with the employer through December 31st of the year in which their nineteenth (19th) birthday occurs. Unexpended dental reimbursement will be carried over from the previous year to the next, not to exceed \$250.00 - combined with current year's allotment, not to exceed \$500.00 in one year. \$85.00 of the \$250.00 may be used for optical. Unexpended optical may be carried over from the previous year to the next year, not to exceed \$170.00 of the dental reimbursement.

P. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees shall be members of the Jackson County Employees Retirement System. Effective January 1, 1987, the multiplier of final average compensation shall be modified from 1.2% up to \$4,200.00 and 1.7% thereafter to 2.0%. In addition, employee contributions shall be increased from 3% of gross on the first \$4,000 earned and 5% thereafter to a flat 5.5% per year contribution.

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



## 0. LEAVE OF ABSENCE

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

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

### 3. LEAVE OF ABSENCE WITHOUT PAY.

a) Authorization. A Department Head may authorize a leave of absence without pay for a period not to exceed ten (10) working days, upon receipt of a written request from an employee stating the reason for such leave. If such leaves exceed such period, they shall require approval of the Jackson County Social Services Board.

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

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

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

4. RETURN TO FORMER POSITION. An employee returning from a leave of absence of 60 working days or less shall be returning to the position and classification held prior to leaving. If the leave exceeds sixty (60) working days, the employee shall be entitled to return to work where available if less senior employees in the classification within the unit are working.

5. NOTICE TO RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

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



## R. SICK LEAVE

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

2. SICK LEAVE ACCUMULATION. Employees earn one day of sick leave per month provided he/she works eleven (11) scheduled work days or more in that month. Paid sick leave, vacation, personal days, and holidays count as time worked in this instance. Employees may accumulate sick leave throughout their service to the employer.

a) An employee who accumulates twelve (12) consecutive sick days in a calendar year without utilizing the same shall be entitled to a personal leave day to be taken within six (6) months from the date of accumulation.

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

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

a) In the event of illness, injury, temporary disability, or exposure to a contagious disease endangering others;

b) For illness, injury or temporary disability in the immediate family which necessitates absence from work;

c) While drawing Worker's Compensation, an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her worker's compensation payment, will not exceed his/her regular take-home pay at the time of injury;

d) Extension of funeral leave;

e) For appointments with a doctor, dentist, or other recognized practitioner;

f) Absence due to funerals for persons not covered in the funeral leave provision.

g) If an employee has accumulated twenty (20) sick days, he/she may "cash in" for full pay, up to and including ten (10) days on his/her anniversary date (to be paid on the first payday following the anniversary date). It is the employee's responsibility to inform the payroll department of his/her intentions prior to the anniversary date.

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

6. NOTIFICATION OF EMPLOYER. To be eligible for sick leave, an employee must notify the Facility designee at least one-half (1/2) hour prior to the start of his/her shift; except in proper cases, exceptions may be made.

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

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

9. SICK LEAVE/PART-TIME EMPLOYEES. Part-time employees will be entitled to proportionate sick leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the sick leave is utilized.

10. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, the employee shall receive payment for one-half (1/2) accumulated unused sick leave at the current rate of pay at the time of separation.

## 5. FUNERAL LEAVE

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

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

### 3. UTILIZATION.

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

b) Death of Brother-in-law, Sister-in-law, or Pall-Bearer. In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be granted a one (1) day funeral leave or when the employee serves as a pall-bearer.

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

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

5. FUNERAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to proportionate funeral leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the funeral leave is utilized.

## T. DISABILITY LEAVE

1. EMPLOYEES ENTITLED TO DISABILITY LEAVE. Employees with seniority status are entitled to disability leave due to physical or mental conditions, including pregnancy, which renders the employee unable to perform his/her required duties.

2. DISABILITY LEAVE ELIGIBILITY. In order to be eligible for a disability leave, the employee's physician must indicate in writing that the employee is unable to perform his/her required duties, the expected length of the disability leave, and whether or not it is expected that the employee will be able to return to full duties on behalf of the Employer.

3. EMPLOYER RESERVATION. The Employer reserves the right to have its physician review any requested disability leaves with the expense paid by the Employer. If difference of opinion exists between the Employer and employee's physicians, a third physician will be consulted also paid by Employer.

4. DISABILITY LEAVE PAY. Disability leave will be paid under the sick leave provision to the extent of the employee's accumulated sick days. After utilization of accumulated sick leave and annual leave, disability leave shall be without pay.

5. RETURN TO WORK. At the expiration of the disability leave, or any extension thereof, the employee shall furnish to the Employer a written statement from his/her physician that he/she is physically and emotionally able to resume his/her duties.

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

7. FAILURE TO RETURN TO WORK. Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leaves shall not extend beyond twelve months from the date of the initial leave.

8. HEALTH AND LIFE INSURANCE. Employees with at least one (1) year seniority, on a leave of absence for illness without pay shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments thereafter.

U. ANNUAL LEAVE (VACATION)

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

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

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

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

4. REQUEST FOR ANNUAL LEAVE. Employees shall request the scheduling of annual leave as soon as possible during a calendar year, and the department head shall attempt to accommodate the requests with regard being given to operating requirements and departmental seniority. Employees may use annual leave in conjunction with Christmas, if the employee is not scheduled to work on Christmas Day.

5. REQUEST FOR PAYMENT IN LIEU OF ANNUAL LEAVE. Employees may request in writing to their Department Head, payment in lieu of taking annual leave. The Jackson County Social Services Board may grant the request or direct the employee to take annual leave. If the employee fails to take annual leave when so directed, he/she shall forfeit the annual leave.

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

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

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

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

10. ANNUAL LEAVE ONE DAY AT A TIME. Employees may utilize annual leave one day at a time, provided they have given their supervisor three (3) days notice and the Department Head determines that the request can be accommodated with regard being given to operating requirements and seniority.

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

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

13. ANNUAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to proportionate annual leave pay based upon the number of hours worked during the previous anniversary date year compared to 2080 hours.

14. PAYMENT UPON SEPARATION. Upon separation of employment with the Employer, the employee shall be paid for all unused annual leave days earned and credited, at the employee's current rate of pay. In the case of voluntary terminations, this shall include pro-rated vacation days accrued during the anniversary year in which the separation occurs, provided two (2) weeks notice is given to the Employer.



## V. PERSONAL LEAVE

1. EMPLOYEES ENTITLED TO PERSONAL LEAVE. To be entitled to paid personal leave, employees must have seniority pursuant to Article F, Section 5.
2. PERSONAL LEAVE ACCUMULATION. Employees are granted five and one-half (5 1/2) days (including one (1) day of personal leave for their birthday) of personal leave upon being hired and upon each respective anniversary date. Personal leave shall not accumulate from year to year.
3. PERSONAL LEAVE UTILIZATION. Personal leave shall be used in integrals of not less than one (1) hour.
4. PURPOSE OF PERSONAL LEAVE. Personal leave shall be allowed for personal purposes including time off for voting, religious observance, and personal business.
5. PERSONAL LEAVE ON A HOLIDAY. Personal leave shall not be utilized on Holidays, Saturdays and Sundays, except in cases of emergency.
6. AUTHORIZATION. An employee shall notify his/her supervisor at least 24 hours prior to utilizing personal leave. Not more than one-half the employees within a department may utilize personal leave on any given day without prior authorization from Department Head. If two (2) members of the bargaining unit request authorization for personal leave at the same time, the bargaining unit member with the greater seniority will be considered first.
7. RATE OF PAY. Employees will be paid for personal leave at their current rate of pay at the time they take the personal leave.
8. PERSONAL LEAVE/PART TIME EMPLOYEES. Part-time employees shall be entitled to proportional personal leave pay based upon number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the personal leave is utilized.
9. PAY IN LIEU OF PERSONAL BUSINESS DAYS. Personal Business Days may be cashed in for full value if not taken prior to the employee's anniversary date, rather than lose them.

W. JURY DUTY AND COURT LEAVE

1. JURY DUTY.

a) Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.

b) Time-Off With Pay. An employee serving on jury duty shall receive time-off with pay provided the employee reimburses the employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.

c) Time-Off With Pay/Three Shift Operations. An employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have the time off work equal to the time spent in court during the eight (8) hour period.

An employee required to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work preceding reporting for jury duty.

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

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

2. WITNESS IN COURT. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty.

3. OTHER COURT APPEARANCES. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his absence with accumulated annual or personal leave or time off without pay.



## X. MILITARY LEAVE

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

2. TEMPORARY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training and shall be entitled to pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

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

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

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

## Y. HOLIDAYS

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

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

New Year's Day	January 1
Martin Luther King Day	Legal Holiday
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on pay day, employees shall receive their paycheck prior to the holiday.

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

a) Employees Regularly Scheduled Monday Through Friday:

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

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

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

b) Employees Regularly Scheduled to Work on Holidays by Reason of a Seven or Fourteen Day Schedule.

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

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

5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENT.

Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

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

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees shall be entitled to proportionate holiday pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the holiday occurs.

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

## Z. GENERAL PROVISIONS

### 1. BULLETIN BOARD

a) Portions of a bulletin board in each building where employees report to work shall be made available to the Union for it's notices.

b) Notices shall be restricted to the following types:

- 1) Notices of Union Social and Recreational Events
- 2) Notices of Union Election and Results
- 3) Notices of Union Meetings
- 4) Notices of Union Educational Classes, Conferences or Conventions.

c) The name and numbers of the Local shall be put on the board by the employer.

2. LOUNGE. The employer shall provide an employees' lounge and eating area.

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

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

Whenever T.B. tests require a chest x-ray, the employer shall pay for such test and also allow the employee to take time off with pay to have these tests performed.

### 5. MILEAGE.

a) Mileage Rate. The employer shall pay employees required to use their personal vehicles for facility business, the sum of twenty six cents per mile.

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

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

6. CREATION OR MODIFICATION OF POSITIONS. In the event new positions are created or current positions are substantially modified the employer shall notify the union in writing and the rate of pay shall be negotiated between the employer and the union. If agreement cannot be reached then the matter shall proceed to arbitration under the provision of Step 4.

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

8. WORK RESTRICTIONS - SUPERVISORS. Supervisors may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies when regular employees are unavailable to contact or are voluntarily absent.

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

10. PAST PRACTICE. All past practices which do not conform to provisions of this agreement are hereby abolished.

11. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the employer and the union.

12. CLASSIFICATION DESCRIPTION. The employer shall provide the Chapter chairperson and the employees with a classification description of their jobs.

13. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall be provided with a vehicle, if possible, and expenses.

14. MANAGERIAL BREAKDOWN. The Union will be provided with a departmental managerial breakdown of department heads, division heads, and supervisors.

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

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

IN WITNESS WHEREOF, the parties herto have caused this instrument to be executed on this 18th day of September, 1991.

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

JACKSON COUNTY DEPARTMENT OF  
SOCIAL SERVICES BOARD:

Betty Hosts

Genevieve E. Hartwig

Pat Jewler

Betty J. Goffney

Sharon C. Olney

\_\_\_\_\_

James W. Cook

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