

**AGREEMENT**

**Between**

**THE HOUGHTON COUNTY MEDICAL CARE FACILITY**

**And**

**THE HOUGHTON COUNTY MEDICAL CARE FACILITY  
EMPLOYEE'S CHAPTER OF LOCAL #226,**

**AFFILIATED WITH MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**April 17, 2014**

**to**

**September 30, 2016**

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## **FOREWORD**

Welcome to the staff of the Houghton County Medical Care Facility. We hope you will find satisfaction in your work here, both for personal reasons and in the knowledge that you are performing an important service to people less fortunate than yourself.

The management will do everything possible to see that your working conditions are satisfactory and that you are treated fairly at all times. In return, it is expected that you will perform your work assignments in a cooperative effort with other staff members to provide the best possible care to our residents.

It is important to remember that every job assignment, whether or not it involves direct resident care, is oriented to the welfare of the resident. This is the only reason your job exists.

This Facility is owned by Houghton County. The responsibility for its operation is given by law to the Houghton County Human Services Board. The Board delegates general supervision of the Facility to the Administrator.

All employees must have filed a written application for position, and must pass a physical examination which will include a Mantoux test for tuberculosis.

Management has a working agreement with Local #226 of Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO. The agreement, which follows, defines the conditions of employment in this Facility.

## **AGREEMENT**

This Agreement, entered into on the 17th day of April, 2014 between the Houghton County Human Services Board (hereinafter referred to as the Employer), and Local #226 of Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

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

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations in the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in providing a service to the community.

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

### **1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described hereafter: All employees, excluding Registered Nurses, Licensed Practical Nurses in Charge, Confidential, and Supervisory employees.

### **2. MANAGEMENT RIGHTS**

The Union recognizes and agrees that the Employer retains the sole right to manage and operate the Medical Care Facility in all respects and as to all matters in connection with the exercise of such right, subject only to the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or

instruction given him by the Employer (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any question he has to the Employer's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the medical care facility.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to modify or change any work or business hours or days specified in this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employee, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation therein, the institution of new and/or improved methods or changes therein.
5. Determine the qualifications of employees, including the subjecting of them to physical examination to determine their health status.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new hospitals, buildings, department, divisions or subdivisions thereof and the relocation or closing of departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria and not in conflict with any of the provisions of this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Employer's action leading to such difference was protected by this Article, and if so, shall deny the grievance.

### **3. AID TO OTHER UNIONS**

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

### **4. VOLUNTARY UNION MEMBERSHIP AND CHECK-OFF.**

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of the Agreement, except that employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (b) below. Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and employees hired, rehired, reinstated or transferred into the bargaining unit, after such date, may, commencing the thirtieth (30th) day following the beginning of their employment in the Unit, voluntarily become and retain membership in the Union for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying dues as set forth in subparagraph (b) below.

(b) An employee covered by paragraph 4(a) above may revoke his/her membership in the Union and discontinue paying dues upon written notice to the Union and Employer received after September 15, but no later than October 1 of each year. If such written notice of revocation is received by October 1, the employee's revocation will be effective on October 1 of that year. An

employee who revokes his/her membership in the Union and stops paying dues will not be eligible for payroll deduction for a minimum of 12 months, until October 1 of the succeeding year.

(c) **Payment by Check-off or Direct to the Union.** Employees may tender initiation fees uniformly required of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union. Any employee who does not have his/her dues deducted from his/her pay or who does not make payment thereof directly to the Union in a timely manner, if required by paragraphs 4 (a) and (b) above, shall be liable to the Union in a suit at law for the collection of said dues.

(d) **Check-off Form.** During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes an Authorization for Check-off of Dues form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

(e) **Deductions.** Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement and State law. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(f) **Delivery of Executed Authorization of Check-off Form.** A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be voluntarily deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization of Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Local #226 Secretary-Treasurer by the Employer.

(g) **When Deductions Begin.** Check-off deductions under all properly executed Authorization of Check-off of Dues forms shall be effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(h) **Delivery of Additional Check-off Forms.** The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which the Union membership dues are to be deducted.

(i) **Refunds.** In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws refunds to the employee will be made by the Local 226.



(j) **Remittance of Dues to Financial Officer.** Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(k) **Termination of Check-off.** The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions, as well as any employees who have revoked their Union membership and for whom the Employer has ceased deductions.

(l) **Limit of Employer's Liability.** The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees who have voluntarily completed an Authorization of Deduction Form.

(m) **Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer pursuant to this Article 4 (Voluntary Union membership and Check-off) of this Agreement for the purpose of complying with this Article.

## **5. STEWARDS AND ALTERNATE STEWARDS**

- A. Employees shall be represented by one (1) steward and one (1) alternate steward in each of the following employment areas: housekeeping and laundry, kitchen, maintenance, nursing assistants on day shift, and nursing assistants on afternoon, and nursing assistants on night shift.
- B. The time that stewards may use, without loss of pay, to investigate and present grievances is limited to four (4) hours weekly. Stewards shall report to their immediate supervisor prior to leaving and upon returning to their departments. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to the necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their assigned work at all times, except when given permission to leave their work as provided herein.

## **6. SPECIAL CONFERENCES**

Special conferences for the discussion of important matters shall be arranged between the Union and the Employer at mutually agreeable times and places that will recognize the availability of the Employer, if it is to be a party to the conference. No more than three (3) representatives of the Union may attend. An agenda of matters to be discussed shall be presented in advance of the proposed conference, and discussion shall be limited to the matters on the agenda. Union members shall not lose time or pay for time spent in conference.

## **7. GRIEVANCE PROCEDURE**

### **Definition of a Grievance:**

A grievance is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

An employee or the Union having a grievance as above defined shall present it to the facility as follows, and in accordance with the rules for grievance processing which are set forth in this Article.

### **Rules of Grievance Procedure:**

- A. It is agreed that any employee or the Union having a grievance shall present the grievance to his/her immediate supervisor within seven (7) days of the event giving rise to the grievance, or within seven (7) days of the time the employee or the Union might have reasonably become aware of it. Failure to present the grievance within the aforesaid time limitations shall invalidate the grievance.
- B. For the purpose of the grievance procedure a "day" shall be deemed to mean Monday through Friday, excluding holidays recognized in this Agreement, and the day on which action is taken shall not be part of any time limit provided.
- C. The time limit at any Step of the grievance procedure may be extended by written mutual agreement of the parties' representative at that Step.
- D. A union representative shall date and sign the appeal of a grievance to a higher Step; the facility's representative receiving it shall sign it and note the date and time he/she received it. A facility representative shall date and sign his/her answer to a grievance; the union's representative receiving the answer shall sign it and note the date and time he/she received it.
- E. A first step grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the

answer last given to it. A first step grievance not answered within the time limit provided shall be automatically advanced to the next higher Step.

- F. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the facility's representative(s), a union representative employed by the facility shall be paid at his/her regular straight time rate for those hours during which he/she would otherwise have been at work for the facility, it being agreed that such investigation or discussion shall be performed without undue loss of working time.
- G. In no event shall any union representative leave his/her work for grievance processing, as above, without first notifying and obtaining the approval of his/her immediate supervisor, which shall be granted as promptly as is practicable under the circumstances. He/she shall promptly report his/her presence to the supervisor of any department into which the grievance processing shall legitimately take him/her, and to his/her own supervisor upon return to his/her department.
- H. When a grievance discussion takes place during working hours of the grievant and his/her presence is required during the discussion he/she will, upon request to his/her immediate supervisor, be allowed to leave work as soon as he/she can be spared therefrom as determined by his/her supervisor. He/she shall be paid at his/her regular straight time rate for work hours so lost when he/she is present during consideration of his/her grievance.
- I. It is understood and agreed that any grievance settlement arrived at is final and binding upon both the Facility and the Union.
- J. All grievance discussion, investigations, or proceedings shall be conducted in such a manner and in such areas of the facility so as to assure that there will be no disruption, disturbance or interference with normal facility operations or atmosphere.
- K. The grievant shall have the right to be present at all steps of the grievance procedure.
- L. Any grievance which affects the entire bargaining unit shall automatically be advanced to Step 2 of the grievance procedure. In the event a grievance affects an entire shift the grievance may, at the union's option, be handled either at Step 1 or advanced to Step 2 of the grievance procedure. The parties may by mutual agreement advance any grievance to any successive step of the grievance procedure and waive any step in the grievance procedure.

#### Steps of the Grievance Procedure:

Step 1: An employee may verbally present a grievance to his/her immediate supervisor or to his/her representative or to each of them individually or to both of them together. At any discussion of the grievance between the employee and his/her supervisor, either of them may arrange for the

employee's representative to be present. If the grievance is presented to the supervisor, he/she shall give his/her verbal answer within four (4) days following its presentation. If the supervisor denies the grievance, it may be advanced to Step 2.

Step 2: If the grievance is resolved in Step 1 between the grievant and the supervisor, the matter is considered settled. Failure of the supervisor to timely respond to the grievance shall automatically advance the grievance to Step 2. If Step 1 does not resolve the grievance, the grievant or the Union may, within twelve (12) days from the date of the event giving rise to the grievance, file a written grievance which shall be dated and presented to the Administrator. The Administrator may call a meeting within three (3) days for the purpose of discussing the grievance with the grievant and any representatives who participated at an earlier step. The Administrator shall answer the grievance in writing within three (3) days after the meeting. If no meeting is called, the Administrator will answer the grievance in writing within five (5) days.

Step 3: If the grievance is not satisfactorily settled in Step 2, the Union may request mediation by the Michigan Employment Relations Commission, by giving written notice to the Employer through the Administrator's office of its intent to do so within ten (10) days following receipt of the Employer's Step 2 response. Mediation of any grievance requires mutual agreement of both parties. The Administrator shall have five days to respond to the request for mediation. A failure by the Administrator to respond within the five days shall constitute lack of consent by the Employer. If the Employer agrees with the union to utilize the mediator, the Administrator, or designated representative, the employee and non-employee representative of the Union shall confer with the mediator assigned to assist in resolving the dispute. Within ten (10) days after the conclusion of this conference, the Administrator or designated representative shall signify in writing the Employer's final response to the grievance.

Step 4: If the Union wishes to appeal denial of a grievance in Step 2 (or step 3 if mediation occurs) it shall, within thirty (30) days after answer in Step 2 (or upon receiving the Employer's answer at step 3 if mediation occurs), file at the appropriate office of the Michigan Employment Relations Commission (MERC) a Demand for Arbitration in accordance with the American Arbitration Association's rules and procedure. The parties, the arbitrator and the arbitration shall be subject to the following which shall control if there be conflict with a rule of the Association. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement. He/she shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance; provided, however, that such facts or materials were discussed or had the opportunity to be discussed during the preceding grievance procedure.

The arbitrator's charges for his/her services and expenses shall be shared equally by the parties.

The arbitrator's decision shall be final and binding unless the arbitrator exceeds his/her jurisdiction as

granted in this Agreement.

Exception: In cases of alleged resident abuse under state and federal regulations, an employee may process a grievance as outlined above concerning the resident abuse discipline, and it may be processed up through, but excluding, arbitration. Should no resident abuse be substantiated against the facility as a result of the employee's conduct by the investigating or surveying state agency and the Facility is not prohibited from employing the individual, the individual shall be reinstated to their previous position. If the Employer does not make the employee whole, the grievance that was filed above may be processed through arbitration. If the investigating or surveying state agency substantiates that the employee abused the resident or the specific abuse citation against the Facility that was based upon the employee's conduct is not removed, the discipline or termination of the employee's employment will be sustained and may not be appealed to arbitration.

## **8. COMPUTATION OF BACK WAGES**

Back wages shall be computed at the employee's regular rate of pay at the time the wages were earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

## **9. MAINTENANCE OF DISCIPLINE/ DISCHARGE OR SUSPENSION**

- A. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause. Should the Union wish to contest a discipline, suspension or dismissal, the issue shall be submitted to the appropriate step of the grievance procedure within seven (7) business days after discipline, suspension or discharge.
- B. The Union and the Facility recognize the importance of courtesy, and the protection of confidential information concerning patients and their families. The employee shall respect and hold in confidence all information of a confidential nature obtained in the course of her work unless required by law to divulge it. Proven acts of discourtesy or release of the aforementioned information by an employee to any unauthorized person may be regarded as a breach of confidence, and as grounds for dismissal.
- C. The Facility agrees that an employee shall be entitled to have a Union representative present during any disciplinary proceeding.
- D. The Union acknowledges that the Facility shall have the right to discharge, suspend or discipline any employee for:
  - 1. Physical, verbal, sexual, or mental abuse of a resident. Harmful neglect,

mistreatment, exploitation, endangerment, or involuntary seclusion of a resident.

2. Falsifying a resident or Facility record.
3. Disclosing confidential information.
4. Conviction for a criminal offense while in the employment of the Facility.
5. Immoral conduct.
6. Possessing or using any illegal substances or reporting to work under the influence of alcohol or any illegal substance or other violation of the Facility Drug/Alcohol Policy.
7. Stealing or attempting to steal anything from a fellow employee, resident or the Facility.
8. Entering into a financial transaction with a resident.
9. Failure to carry out the duties and responsibilities of the job assignment.
10. Gross misconduct.
11. Excessive absenteeism or tardiness in violation of the Facility Attendance Policy.
12. Unsatisfactory work performance.
13. Repeated violation of published work rules.
14. Lack of personal ability to work harmoniously with other staff members to the point that morale suffers.
15. Failure to report observed abuse, neglect, endangerment, exploitation, or theft from a resident (includes failure to timely report).
16. Violation of resident rights, including right to confidentiality, dignity, etc.
17. Failure or refusal to comply with direct orders, requests, or assignments of a supervisor.
18. Unauthorized handling, use or possession of resident medications or narcotics.
19. Possession of weapons, firearms, or explosives on Facility premises (not including

registered firearms stored in the locked trunk/bed of a vehicle).

20. Making false statement or submitting false documents in connection with an absence from work.
21. Falsification of your own or another employee's time record, or tampering with time records.
22. Failure to maintain a current and valid license/certification or meet requirements where required by the State of Michigan.
23. Willful sabotage of any Facility equipment.
24. Leaving Facility premises during working hours without supervisor's knowledge or approval.
25. Harassment of an employee based on sex, race, religion or other characteristic protected by law.
26. Negligent or dangerous act which contributes to a serious hazard for or injury to any employee, visitor or other person on the premises of the Facility.
27. Unprofessional conduct towards another employee or the public, i.e., using obscene, rude improper or offensive language or gestures, immoral conduct or indecency.
28. Threatening, coercing, intimidating, or interfering with fellow employees at any time.
29. The consumption of food which has been prepared for and served to a resident.
30. Failure to follow standards of care with a resident that does not constitute neglect or abuse.
31. Fighting, threatening, intimidating or initiating a fight with another employee or supervisor.
32. Sleeping on premises during work time (excluding scheduled break time).
33. Abuse or deliberate destruction of Facility property, tools, equipment, or the property of Employees or residents in any manner.

The foregoing list for which the Facility may determine that services are not necessary, acceptable or satisfactory is not complete or exclusive of other reasons not articulated in this section.

## **E. DISCHARGE OR SUSPENSION**

1. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward, and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer.  
  
Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
3. Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.
4. Failure to submit a written grievance by the employee within seven (7) working days constitutes a waiver of all claims concerning such discharge or suspension.
5. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

## **10. SENIORITY**

### **Definition:**

An employee covered by this Agreement who has completed the probationary period shall have seniority and permanent status, as of such most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement.

Seniority shall be on a Facility-wide basis, in accordance with employee's date of hire.

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

For the purpose of determining seniority among employees having the same date of hire the following procedure will be used. Employees shall draw numbers from a receptacle and seniority shall be determined by the numbers drawn. Drawings will be held before completion of orientation and a union representative will be present.



Date of hire definitions:

- A. *Date of hire:* This is the most recent date of hire, and is the official seniority date.
- B. *Base Date of hire:* Established from the date employee has been afforded permanent full or part time status. Used for the purpose of allocating wage scale steps, crediting bonus annuals, and pension benefits. This date excludes period of Worker's Compensation (in excess of one year), Leaves of Absence and periods when an employee has been permanent on call or in a temporary status.

Seniority List:

Seniority lists which itemize employees by name, job title, and date of last hire shall be posted by the Employer twice annually, on January 1 and July 1.

It shall be the responsibility of each employee to check the original and each such revised list and to notify the Personnel Coordinator in writing of any alleged error therein. The employee and the Personnel Coordinator shall mutually try to settle such a question as to the correctness of posted seniority. The Personnel Coordinator shall promptly and in writing, notify the Union of any correction made in an employee's seniority. If the question is not settled by mutual agreement, the employee may refer it to Step 2 of the grievance procedure. If the employee does not do so within five (5) working days after discussion with the Personnel Coordinator, the seniority date shall be deemed to be correct as posted unless the time limits are extended by the parties. In effecting a personnel change, the employee shall be entitled to rely on the seniority list as posted at that time.

Probationary Period:

An employee shall be considered to be on probation and shall not be entitled to any union seniority until that employee has completed ninety (90) calendar days of employment in a bargaining unit position. Any period of probation can be waived by the Administrator. Notice of extension of the probationary period shall be in writing to the Chief Steward and shall not exceed ninety (90) additional days.

An employee who does not complete the probationary period in ninety (90) consecutive days, and later transfers into the bargaining unit position will re-start the ninety (90) day probationary period.

An employee who is discharged during the probationary period shall begin their probationary period anew if the employee is later rehired.

The Employer shall have no obligation to re-employ an employee who is laid off or discharged during the probationary period.

The Union reserves the right to represent a probationary employee who in its opinion has been disciplined or discharged for Union activity.

Seniority Status:

Upon an employee's completion of the probationary period, the employee's name shall be placed on the seniority list as of the most recent date of hire.

Loss of Seniority:

An employee covered by this Agreement shall lose their employment and cease to have seniority and shall have their name removed from the seniority list in the event:

- A. Employee is discharged for proper cause which is not reversed through the grievance procedure; or
- B. Employee retires; or
- C. Employee quits; or
- D. Employee dies; or
- E. Employee fails to return to work when recalled from layoff within 5 working days; or
- F. Employee is laid off for a period equal to their seniority at time of layoff or for a period of four (4) years, whichever is the shorter period; or
- G. Employee gives false reason for attaining a Leave of Absence; or
- H. Employee is absent from work without permission for five (5) consecutive days. If the employee's absence is on account of illness or injury or other serious reason beyond their control, the employee may retain seniority if the employee has notified the Administrator by fax or by certified or regular mail, received prior to the expiration of the third consecutive date of absence. If proof of absolute inability to notify the Employer is in evidence, exceptions may be made. It is recognized that the Employer may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Administrator, to the satisfaction of the Administrator, it may be determined that the employee's loss of seniority and employment shall stand and the employee may appeal determination to the grievance procedure beginning at Step 2. The Employer shall send to the employee at his last recorded address, by certified mail (or regular mail with a certificate of mailing), written notice of discharge and loss of seniority and employment.
- I. If the employee is convicted of a crime of violence, a drug related crime, or a crime for which

the employee would be prohibited from working for the Facility under state law.

#### Seniority of Stewards and Officers

Super-seniority of stewards and officers of the Union shall be limited to ten (10) extra years.

It is agreed upon that super-seniority for officers and stewards is for layoff purposes only.

### **11. SUPPLEMENTAL AGREEMENTS**

Supplemental agreements are those which are intended to cover situations not otherwise clarified in the Agreement. They shall be subject to good faith negotiations and shall be acted upon as soon as possible, subject to the availability of the Employer.

### **12. LAYOFF**

- A. The word "layoff" means a reduction in the work force. A layoff includes elimination of a job.
- B. Layoffs will be based upon seniority, within the classification selected for layoff, provided the senior Employee possesses the ability to do work required. Probationary employees shall be laid off first. The Employer may make exceptions in exceptional situations. Exceptional cases may be taken to Special Conference, and if not resolved, to the second step in the grievance procedure. If the affected employee is presently qualified to perform the work of another classification, the employee will be given the opportunity to be transferred to the job occupied by the least senior employee in that classification (but only if the affected employee has more seniority than the least senior employee in that classification). Employees so transferred will be paid the rate of the job to which they are assigned. An employee laid off after transfer as outlined above shall continue on layoff status until recalled according to seniority to a job in the employee's classification.
- C. Employees shall be given seven (7) days' notice in case of layoff, except in cases of emergency. A list of laid-off employees shall be given to the Local Union Secretary.
- D. Employees shall be recalled to duty in the order of their seniority, subject to ability to perform necessary duties. Recalls shall be in writing to the employee's last recorded address by certified mail, return receipt requested, or by regular mail with a certificate of mailing. Failure to report to duty within five (5) days from receipt of notice shall be considered a quit.
- E. In proper cases, exceptions shall be made.

### 13. TRANSFERS

- A. An employee in the bargaining unit who transfers to a position with the Employer not in the bargaining unit covered by this Agreement shall retain the seniority already covered by this Agreement. The Employer shall, in its sole discretion, determine the wages, hours and conditions of employment for non-bargaining employees, including whether such employees may be terminated and returned to the bargaining unit. In the event that the employee returns to the bargaining unit within six months, they may "bump" the employee(s) who has assumed their position. After six months, they will be required to follow the job postings and bidding procedures as specified in this contract. *Note: If the employee was replacing someone on leave of absence the six month period will begin effective from the end of the leave of absence period.*
- B. Employees transferring within the bargaining unit to a new job and/or classification shall receive the rate of pay that his/her seniority entitles him/her to. Union seniority shall be frozen and retained. Employee shall continue to accrue annual, sick, personal, funeral and holiday benefits.

### 14. JOB POSTINGS AND BIDDING PROCEDURES

- A. In the event of a vacancy or newly-created position within the bargaining unit, employees shall be given the opportunity to transfer upon written request on the basis of qualifications and seniority. Vacancies and new positions shall be posted at least seven (7) calendar days prior to the contemplated date of filling the position, provided that the Employer may fill the position on a temporary basis during the posting period. Employees interested shall apply in writing within the seven (7) calendar day posting period.

Following the expiration of the posting period (seven (7) days), the job will be filled within two (2) weeks. If the job is not filled within two (2) weeks, the Employer will notify the Union of reasons for the delay.

- B. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His/Her desire to remain on the job.
2. His/Her ability to perform the job.

During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the posting is outside the employee's classification, the Employer may extend the trial period up to an additional four (4) weeks. If, during the

extended trial period, the Employer determines the employee is not satisfactory in the new position, the employee shall revert back to their previous position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure. If at any time during the trial period an employee is reverted back to his former classification the position will not be re-posted but will be filled with the next senior person who meets qualifications and applied for the position at the time it was originally posted.

- C. An employee who chooses to revert back to his/her former classification during a four (4) week trial period may not be granted another transfer within the same job classification for a period of nine (9) months from the time they reverted back.
- D. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.
- E. For the purpose of lateral transfer only, a period of twelve (12) months must have elapsed since the employee last was granted a lateral transfer.
- F. During trial periods, employees will receive the rate of the job they are performing.
- G. The Employer reserves the right to determine the qualifications of the employees.
- H. For the purposes of this Agreement, promotion is a transfer to a higher-paying job intended to be permanent and lateral transfer shall be defined as a transfer to another job classification in another department at equal or lower rate of pay.
- I. The Employer will provide the Union with a copy of all postings within twenty-four (24) hours and will further provide the Union with a notice of the selection of the successful applicant within twenty-four (24) hours after the successful applicant has been notified.
- J. Any position which will be vacant sixty (60) days or less will not be posted and may be filled with current staff or by a temporary employee. If the vacancy is to continue for a period of time exceeding sixty (60) days, it will be filled by the Job Posting and Bidding Procedure.

## **15. VETERANS**

Any employee who enters active service of the armed forces of the United States shall receive a leave of absence without pay for the period of such duty. An employee application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance and military service. Notwithstanding any other provisions of this Agreement, an

employee returning from military absence or reserve or National Guard service/training shall be re-employed in accordance with applicable federal and state statutes.

## **16. LEAVE OF ABSENCE**

### **Section I - General Policies:**

1. A leave of absence without pay and without loss of seniority may be granted to permanent full and part time employees.
2. Employee must have at least one (1) year seniority (for educational leave two (2) years seniority) in order to qualify for a LOA. Exceptions may be made by Management for valid reasons.
3. Requests for a leave of absence will be submitted in writing to the Department Supervisor and shall specifically set forth the purpose of the leave and length of time requested.
4. An employee who gives false reasons for obtaining a LOA or who accepts employment elsewhere while on LOA (other than for Union business or Military leave) or who is self employed for the purpose of making profit during a LOA shall cease to have seniority and will be removed from the seniority list, and will be considered terminated from employment at the Facility.
5. The earning of fringe benefits are suspended during a LOA. Accumulated annual leave may be paid at the beginning of the LOA or banked for use upon the employee's return to work. Sick leave may be paid at the beginning of the LOA (provided it is for health related reasons of the employee or an approved family member) or banked for use upon the employee's return to work.
6. For educational leave purposes only, the employee will be paid all of his/her accrued annual leave. However, annual leave may be frozen up to forty (40) hours at the request of the employee. The request must be in writing at the time the leave is applied for.
7. Health insurance and life insurance benefits may continue in force for a period of up to one year provided the employee agrees to pay 100% of the premium cost starting from the beginning of the LOA.
8. An employee on LOA shall not be exempt from a layoff.
9. Employees will be given the opportunity to return to their former job position provided they return to work within twelve (12) months, otherwise they may be returned to a position on the same shift at least at their current job classification and pay level with no assurance that

they can return to the same floor assignment.

10. When an employee is on leave, he/she is to be notified by certified mail, or regular mail with a certificate of mailing, two (2) weeks in advance of the expiration date of each leave period so he/she may have the opportunity to apply for renewal if applicable.
11. An employee who fails to report for work at the starting time by the 5th consecutive day following the expiration of the LOA shall cease to have seniority and will be considered to have terminated their employment. However, an exception may be made provided the employee has contacted the Administrator or an employer's duly authorized representative by certified mail or regular mail with a certificate of mailing, and it is received prior to the above deadline. It is recognized that the employer may also require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the employer, the employer may determine the loss of seniority and termination shall stand. The employee may appeal the employer's determination to the grievance procedure beginning at Step 2.
12. Employees who are off duty because of illness for more than two (2) consecutive work days and who have exhausted sick leave and annual leave, or elect not to use annual leave, must have an approved leave of absence in effect. A position vacated by leave of absence may be filled on a temporary basis for up to 90 days.

## **Section II - Types of Leaves:**

### **1. Family Medical Leave Act.**

Employees who have been employed for at least 12 months and have actually worked at least 1,250 hours during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
  - (b) The placement with the employee of a son or daughter for adoption or foster care;
  - (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
  - (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
  - (e) Because of any "qualifying exigency" arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- An eligible employee is entitled to a total of 12 workweeks of leave for the reasons listed in subparagraph's (a) through (e) during a "rolling" 12-month period measured backward from the date an employee uses any leave.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" shall be entitled to a total of 26 workweeks of leave to care for the servicemember and/or in combination with their 12 weeks of leave for the reasons previously described. Employees are, at most, entitled to combined general leave and servicemember family leave totaling 26 weeks during any "rolling" 12-month period.

Employees desiring leaves of absence under this section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. Employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical or military certification of the need for the leave. FMLA leave shall run concurrently with other paid or unpaid leave and shall run concurrently with workers' compensation leave. For the purposes of this Section, spouses shall be treated as a single eligible employee for determining the aggregate amount of leave they are eligible for. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the Employer's FMLA policy is in effect for all employees of the Facility.

## 2. Medical Leave

- a. To cover illness, injury, maternity and personal family leave.
- b. Maximum duration of LOA not to exceed twelve (12) calendar months. It is the Employer's right to require, as a condition of granting a LOA or as a continuance of a medical LOA, proof of disability every three (3) months.
- c. With regard to personal family leave, such leave will only be granted for the personal illness of family members who reside with the employee, and the employee has custodial and/or financial responsibility for the family member.
- d. In situations where the Employer and Union agree that an employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence under this section. Employees who are anticipating a leave of absence under this section will be required to present a physician's certificate recommending that the employee's attendance and job responsibilities must be satisfactorily maintained.

## 3. Military Service Leave

- a. The employer and the Union agree that the matter of leave of absence for an employee during the period of Military Service with the Armed Forces of the United



States, and of reinstatement thereafter, shall be governed by applicable statutes and by decisions of the Courts. Application for Military Service leave shall be made to the Administrator or his/her designated authority. A military leave can also be granted for Reserve Training or other services as required annually.

- b. While on reserve training for up to two (2) weeks annually, the employee may request his full pay at the regular hourly rate. The employee shall then pay over to the employer any fees or pay he received for his services, excluding travel allowance.

4. Educational Leave

- a. Maximum duration of LOA not to exceed twelve (12) calendar months.
- b. Upon written application, an employee in good standing who has two (2) years seniority, may be granted a leave of absence without pay to pursue a full time education in their respective nursing profession.
- c. Application for such leave must be submitted to the Department Supervisor at least sixty (60) days prior to the commencement of such leave.
- d. It is the responsibility of the employee while on leave to submit to the Department Supervisor at the close of each school quarter or semester official verification from the Director of Admissions or other officer of the educational institution of attendance at continued enrollment in the approved curriculum.
- e. An employee who fails to comply with the above requirements will lose seniority and shall cease to be an employee of the facility.

The leave may be extended or renewed upon written mutual consent of both parties for a maximum of one additional year.

5. Administrative Leave

- a. The employer may grant a leave, at its sole discretion, of up to thirty (30) days in duration for personal reasons.
- b. This leave may be renewed up to a maximum of twelve (12) months.

17. LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the International Union, such as conventions or

educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. An employee may exchange shifts with another employee if it can be arranged so as not to lose time or pay.

#### 18. SICK LEAVE

- A. Prior to November 1, 2010, all permanent, full-time employees covered in this Agreement shall earn sick leave at the rate of four (4) hours per bi-weekly pay period.

Effective November 1, 2010, all permanent, full-time employees covered in this Agreement shall earn sick leave at the rate outlined below:

0-1 Years:	48 hours per year
2-5 Years:	80 hours per year
6+ Years:	104 hours per year

Permanent part-time employees shall earn sick leave on a pro-rated basis based on hours worked.

- B. Sick leave may be accumulated as provided above throughout the employee's period of classified service.
- C. An employee must be in paid status for eighty percent (80%) of the regular pay period in order to be credited with earned sick leave.
- D. Accumulated sick leave is not paid to the separated employee except under the following conditions: When an employee retires upon reaching the age of sixty (60) years, he shall be paid one-half (1/2) of the accumulated sick leave. Upon his death while in the employ of the Facility, one-half (1/2) of the accumulated sick leave shall be paid to the designated beneficiary.
- E. Sick leave may be used only for the following reasons:
1. Illness of employee.
  2. Illness of a member of the employee's immediate family when living under the same roof as the employee or when the employee has financial or supervisory responsibility for the relative.
  3. Use of sick leave for dental, optometric or medical appointments is limited to one-half (1/2) day, unless the employee is too ill to work, travel is excessive, or an emergency exists.

- F. All permanent full-time employees (those working 2,080 hours or more) covered by this Agreement who do not use any sick leave during the course of a calendar year shall earn two bonus annual leave days. All permanent part-time employees (those working between 1,040 hours and 2,079 hours) covered by this Agreement who do not use any sick leave during the course of a calendar year shall earn one bonus annual leave day. The leave days can be taken by the employee at a mutually agreeable time with the employer. The use of personal leave days as specified in that specific article shall not be construed as a use of sick days.

**19. FUNERAL LEAVE**

- A. Paid funeral leave up to five (5) days a calendar year may be used by permanent, full and part-time employees. This leave shall not be deducted from sick leave. This leave may be used only in the event of the death of an employee's spouse, child, step child, parent, step parent, foster-parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew or significant other if living with the employee. The use of funeral leave is subject to the following:
1. Three (3) days may be used when the funeral is local.
  2. If an absence of more than three (3) days is necessary, annual leave or leave without pay must be used.
  3. When a funeral is distant from the employee's residence, up to a maximum of five (5) days may be used.
  4. If an absence of more than five (5) days is necessary, annual leave or leave without pay must be used.
  5. If more than five (5) days are necessary during the calendar year, then annual leave or leave without pay must be used. Provisions for taking such leave must have approval of Management.

**20. WORKING HOURS**

- A. A regular full work day for full time employees shall consist of eight (8) hours.
- B. A regular full work week for full time employees shall consist of forty (40) hours.

Note: It is understood by the parties that part-time positions may be posted that do not

guarantee eight hours of work per day or forty hours of work per week.

- C. If in case of emergency, an employee must work beyond the normal work day or week, he shall be paid at time and one-half for any extra hours worked over forty (40) in any one calendar week, and the extra pay shall be reflected in the regular pay check for the pay period involved.
- D. The Employer will provide a 15 minute break to all employees working an eight (8) hour shift during the first and second halves of their regular shifts. Employees working a shift of four (4) hours or less shall only be entitled to one 15 minute break period.
- E. The Employer will provide to all employees whichever meal is usually served during a regular shift.
- F. An employee reporting for call-in duty shall be guaranteed a minimum of four (4) hours' pay at his regular rate of pay. This will apply whether or not the call-in time is followed by a regularly scheduled work shift.
- G. The Employer agrees that overtime work will be equalized within a work classification insofar as it is possible. Exception: employees in other departments who maintain CNA certification may work overtime in the nursing department only after nursing department employees' options have been exhausted.
- H. All Employees are expected to be at their work stations at the regularly scheduled starting times and remain until the shift ending time.
- I. Shifts paid on a time change will be paid on actual hours worked. The one (1) extra hour worked on a time change will be paid at the overtime rate if an overtime situation results.
- J. Holiday hours shall be considered as hours worked for overtime purposes for all employees but shall not be included as accrued hours for part time employees for other fringe benefit purposes.

## 21. HOLIDAYS

- A. Employees are entitled to the following paid holidays: New Year's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.
- B. In the case of the 11:00 p.m. shift to 7:00 a.m. shift, the holiday shall be considered to have started at 11:00 p.m. the day prior to the holiday.

- C. A full time employee shall have an option to take an equivalent day off for a paid holiday, or be paid for one (1) extra day's work at the regular rate of pay. If a day off is chosen, it must be taken within the pay period involved, subject to the personnel needs of the Employer. If the employee chooses not to take the day off during the pay period, it may be converted to an annual day and used pursuant to Facility policy.
- D. Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from duty without supervisory approval the day before or the day after a recognized holiday or who is scheduled to work the holiday and is absent, or fails to work all their scheduled hours.
- E. If a holiday falls within an employee's vacation period, it shall not be considered as both a paid holiday and a paid vacation day.

Permanent part-time employees hired after January 1, 1994 or current full time employees who elect to revert to part-time after this date shall earn holiday benefits as follows:

- 1. If they actually work on the holiday they will earn eight (8) full hours.
- 2. If they do not work on the actual holiday they will earn benefits on a pro-rated basis as follows:
  - Forty-eight (48) hours pay period (3 days per week) status will earn five (5) hours.
- 3. If a part-time employee (who has not earned eight (8) holiday hours) wishes to take an option of an equivalent day off, they must supplement the balance of hours up to eight (8) by the use of annual time hours.

## **22. ANNUAL LEAVE**

- A. All permanent employees with dates of hire prior to June 26, 1998 covered by this Agreement shall earn annual leave at the rate of four (4) hours per bi-weekly pay period.

Permanent part-time employees shall earn annual leave on a pro-rated basis based on hours worked.

- B. Annual leave may be accumulated to two hundred forty (240) hours.
- C. An employee hired prior to June 26, 1998 must be in paid status for eighty percent (80%) of the regular pay period in order to be credited with earned annual leave.

- D. Accumulated annual leave shall be paid to the separated employee.
- E. Vacations will be granted at such times during the year as are suitable, at all times considering the efficient operation of the Department concerned and the wishes of the employee.
- F. A vacation may not be waived by an employee and extra pay received in lieu except as defined in H below.
- G. If a regular payday falls within an employee's vacation period, he may receive his vacation paycheck before leaving on vacation. Pay in anticipation of work to be performed will not be granted. His request for an advance of vacation pay must be made not less than two (2) weeks prior to his scheduled vacation.
- H. Bonus annual leave days for employees hired prior to June 26, 1998 are earned on the following basis and are credited to the employee in the first pay period in the month in which his base date of hire falls.
  - 1. An additional twenty-four (24) hours after five (5) years of employment.
  - 2. An additional sixteen (16) hours after ten (10) years of employment.
  - 3. An additional sixteen (16) hours after fifteen (15) years of employment.
  - 4. An additional sixteen (16) hours after twenty (20) years of employment.
  - 5. An additional sixteen (16) hours after twenty-five (25) years of employment.
  - 6. Earned bonus annual leave as an option may be received as extra pay rather than accrued vacation, and will be administered as follows:
    - (a) Employee will be notified of earned bonus annuals one pay period in advance of their earned time period anniversary.
    - (b) Employee must advise the payroll department no later than three days prior to the next pay date in order to qualify for bonus annual pay. Pay will then be included on the regular payroll check as a lump sum.
    - (c) Employee may take pay for the full or partial amount of bonus annual hours earned. This election can only be made during the bonus annual period described above. If not done at this time, bonus annuals will be accrued as hours.

7. When an employee is off of work during the year due to period of Worker's Compensation (W/C), the amount of earned bonus annuals will be adjusted using the following procedure:

- (a) Employees who are back to work on their anniversary date;

The employee's total hours paid for the past 26 pay periods prior to their anniversary date will be gathered (total hours defined as all hours paid less any bonus annuals taken as a cash payment). That total will be divided by normal hours scheduled to be worked (2,080 for full-time, 1,248 for three-day, 1,644 for four-day). The resulting ratio will be applied to the total number of bonus annuals available to be earned. The result will be actual bonus annual hours earned.

- (b) Employees off work during their anniversary date due to W/C;

Bonus annual will not be credited to an employee while off of work due to W/C. When the employee returns to work, bonus annuals will be awarded using the same formula described above.

In this case, the employee's bonus annuals will be adjusted twice because the time period missed affects two different years.

- I. Annual leave may be taken in increments of one hour for emergency and non-planned situations with supervisory approval.
- J. Effective November 1, 2010, the following restructure of earned annual time applies to employees with dates of hire after June 26, 1998.

Full and part-time employees would earn on a pro-rated system that will use all hours paid in a pay period up to a maximum of 80 hours to calculate earned benefits. Bonus annual will be built into the rates as years of service increase.

<u>Years of Employment</u>	<u>Maximum Hrs. of Annual Leave</u>
Beginning through Year one (1) .....	80
Beginning Year two (2) through Year five (5).....	104
Beginning Year six (6) through Year ten (10) .....	128
Beginning Year eleven (11) through Year fifteen (15) .....	144
Beginning Year sixteen (16) through Year twenty (20).....	160
Beginning Year twenty-one (21) through Year twenty-five (25).....	176
Beginning Year twenty-six (26) and thereafter .....	192

### **23. PERSONAL LEAVE**

Each employee shall be entitled to a personal leave of two (2) days per year, chargeable to sick leave, for the purpose of meeting family obligations, legal commitments, religious obligations, and demands of professional growth. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or after work hours. The employee will give as much notice as possible prior to the use of personal days.

### **24. OTHER BENEFITS**

- A. Management will replace clothing or prosthetic appliances (eyeglasses, dentures, etc.) if they are torn or damaged by a patient or if the damage is caused by faulty Facility equipment. However, the Facility will not replace clothing or appliances damaged due to the employee's own carelessness.
- B. The full profits from pop machine sales will be donated by Management to the Employees' Association.
- C. The employer sponsors an employee wellness program which offers reimbursements to the employee and spouse for membership in a fitness center. A detailed list of approved facilities and the employee's annual benefits are detailed in the Administrative Manual under "Employee Wellness Program".

### **25. UNION BULLETIN BOARDS**

The Union shall have the privilege of posting notices of meetings, elections of officers, or notice of Union recreation or social business, on a bulletin board provided by the Facility for that purpose. Notice shall only be posted by Union delegates after presenting a copy to the Administrator. A bulletin board shall be placed at a convenient and readily accessible place inside the facility as determined by Management and the Union.

### **26. RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, the matter will be negotiated.

### **27. JOB STATUS DEFINITIONS**

#### **Full Time**



Permanent employees who are regularly scheduled to work eighty (80) hours in a two week pay period.

#### Part Time

Permanent employees who are regularly scheduled to work forty eight (48) hours in a two week pay period.

They shall be given the first opportunity to work additional regular time hours before casuals are used unless they indicate in writing that they do not want extra shifts.

#### Casual Employee

Employees who work on an irregular basis and are not members of the bargaining unit.

#### Temporary Employee

A temporary employee is an employee whose employment is limited in duration (not more than sixty (60) work days) and is hired for the purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation. No one temporary employee shall be used for more than a sixty (60) day duration in any six (6) month period unless the Union agrees to the extension. A temporary employee is not a member of the bargaining unit. A full time temporary employee's service time will count towards their probation period if they assume a full time permanent position.

### **28. JURY DUTY**

If an employee is required to and reports for jury duty, or jury service, the employee shall be granted time off for that purpose. An employee must give the Employer prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that the employee reported for or performed on the days for which the employee claims to have been summoned. The Employee will be paid for all days for which he/she performs jury duty for which he/she was otherwise scheduled to work at his/her regular straight time rate. The Employee shall pay over to the Employer any fees or pay he/she receive from the court for his/her services, excluding mileage and living allowances.

### **29. SAFETY COMMITTEE**

A safety committee consisting of Employer and Union representatives is hereby established. It shall consist of employees representing the various departments, and membership shall be rotated regularly so that all employees are exposed to formal safety practices.

### 30. INSURANCES

#### A. Health Insurance

Effective June 1, 2014, employees will be required to contribute towards the premiums in accordance with the Board's annual selection for compliance with the Publicly Funded Health Insurance Act, Public Act 152 of 2011 (currently hard cap or 80/20). Full time employees hired after January 1, 1992 will pay a minimum of 75% for dependent coverage. Permanent part-time employees scheduled to work at least 30 hours per week will pay 20% of a single premium and 100% for any dependent coverage selected. Current permanent part time employees hired prior to March 29, 1982 will be treated as full time employees under this clause. Reimbursements for the amounts deducted pursuant to PA 152 of 2011 will be reduced according to the following schedule:

10-1-13 to 5-30-14	100%
6-1-14 to 9-30-14	75%
10-1-14 to 9-30-15	50%
10-1-15 to 9-30-16	25%
10-1-16	0

Employees will be able to select from any plans offered during the current year's open enrollment, as determined by the DHS Board, after exploration of options by an insurance committee, which will include management and employee representation (two employees selected by the nurses, two employees selected by AFSCME, and four employees selected by management). Non-employee representatives of the union(s) may attend meetings of the committee, but shall not be members of the committee. Such plans may include plans offered during the prior year's open enrollment or comparable plans, and other plans determined by the committee to be appropriate for consideration by the Board for approval. In the event that the insurance provider fails to offer plans comparable to plans offered during the prior year's open enrollment, the committee will recommend replacement plans to the Board for its approval. The Employer will offer at least one plan that meets the affordability requirements of the Affordable Care Act and will offer as many plans as allowed by the provider and recommended by the committee and approved by the Board. The parties agree that their mutual goal is to maximize employee choice within the constraints of federal and state laws.

#### B. Subscriber Buyout Option

Any full-time employee who is eligible to have insurance coverage and is in an active work status may waive the rights to all of their medical plan insurance in order to qualify for a

monthly stipend of \$250.00. To be eligible for the subscriber buyout option, the employee must show proof of alternative healthcare coverage meeting the affordability requirements of the Affordable Care Act. The stipend will only be paid based upon the completion of a full calendar month in an active work status. There will be no proration of this benefit. For the purposes of the Subscriber buyout option only, any disciplinary leave/suspension without pay of an employee consisting of two (2) or less days in a month will not count as a loss of "active work status" for the purposes of payment of the monthly insurance stipend. Payment will occur during the first pay period of the month following the month of participation. Employees who waive their insurance rights may only re-enroll under one of the following conditions:

1. During the annual open enrollment period.
2. During non-open enrollment periods, the employee must verify to the satisfaction of the employer that enrollment was necessitated by the loss of full medical coverage of insurance by their spouse or another qualified person carrying coverage on their behalf.

C. Dental/Vision Plan

The Employer agrees to participate at 50% of the monthly premium cost of combined dental/vision coverage as described in the plan booklet for full time employees and their qualified dependents provided they choose to participate. Employees may enroll at the time the plan is established or during future annual open enrollment periods only. The employer has the sole right to select the insurance carrier as long as coverage remains at least equivalent to the current plan. Any enrolled employee who voluntarily drops coverage will not be eligible to re-enroll for a period of one full year beginning from the next annual open enrollment period.

All permanent part time employees may also participate in the plan with the employer contribution level to be 30% of the monthly premium cost.

D. Life Insurance

The Employer agrees to cover each active permanent full and part time employee with \$5,000 group life insurance coverage, \$5,000 group accidental death and dismemberment coverage and shall continue coverage of \$1,000 group life insurance for employees who retire after 10 years employment and after the 55th birthday. The above coverage shall be fully paid by the Employer.

### **31. WORKER'S COMPENSATION**

- A. Each employee shall be covered by applicable Worker's Compensation Laws. The Employer agrees that accumulated sick leave will be paid until exhausted at a rate sufficient to assure the employee receiving his regular pay.
- B. Use of sick time while drawing Worker's Compensation shall be at the option of the employee.
- C. Employer will grant to its employees a maximum of one year credit to count towards retirement eligibility for any period of time lost due to a Worker's Compensation related injury if the said employee returns to work within one (1) year from the date of such compensable injury. Maximum accumulation is one (1) year and can be accumulated by more than one (1) compensable related injury.
- D. Employee will be given the opportunity to return to their former job position provided they return to work and are able to perform the essential functions of the job with or without accommodation within twelve (12) months of the original injury.

When an employee is not able to return to their former position as stated above within one year of the original injury, then the employee who is in their position on a temporary basis will attain permanent status in that position, and all subsequent temporary positions which were affected by the original temporary position will also become permanent in status.

If after twelve (12) months the employee is able to return to work and perform the essential functions of their job classification with or without accommodation they may be returned to a position at least at their original job classification and proper pay level with no assurance that they can return to the previous shift or floor assignments.

- E. Sick Leave Pool - The facility will establish a Sick Leave Pool (Bank) of 25 days (200 hours) annually beginning on March 13, 1995. Each year thereafter the pool will be re-established at the 25 day limit. If the pool is depleted prior to the one year expiration no additional days will be available. These days may be used by employees in lieu of their own sick leave accrual provided the following circumstances occur.
  - 1. Employee was injured by the direct contact of a facility resident. Examples would include a strike or blow, a kick, a scratch, a push, etc.
  - 2. The Medical Director must verify and document that the time lost was authorized and necessary.
  - 3. Normal resident contact during the course of work assignments is not applicable. Examples: strains or injuries while providing direct care while lifting or positioning

resident, even if the resident was not cooperative.

4. If a dispute occurs because of this clause, resolution steps will be as follows:
  - a. The Facility Medical Director will make a determination based on professional opinion.
  - b. Step 2 of the grievance procedure will be binding on both parties and cannot advance to further steps.

### **32. WORK INTERRUPTIONS**

The parties to this Agreement mutually agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruptions of these services for any cause whatsoever by the employees it represents, nor shall they absent themselves from work or abstain in whole or in part from the full and proper performance of their duties. Any violation of the foregoing may be the subject of disciplinary action or discharge.

### **33. CONFIDENTIALITY**

- A. The parties agree that every patient has the basic right to privacy in regard to his personal and health problems. Any employee who violates this right is subject to immediate dismissal.
- B. Any employee who enters into or conducts a business transaction of any kind for or with a patient is subject to immediate dismissal. Any request to do so must be reported to the employee's immediate supervisor.

### **34. PENSION PLAN**

The Employer will provide to any permanent, full and part time employee a retirement pension, as summarized below. The Employer reserves the right to select the carrier of this coverage.

**DEFINED BENEFIT PLAN FOR EMPLOYEES HIRED PRIOR TO OR ON APRIL 20, 2014:**

#### **Pension Benefits**

I                      Effective date 1/01/74.

II ELIGIBILITY: All permanent, full and part-time employees.

III NORMAL RETIREMENT DATE: Your Normal Retirement Date will be the first day of the month after you satisfy the following requirements:

You reach age 62, and  
You complete 10 years of Credited Service.

IV NORMAL RETIREMENT BENEFIT:

- A. One and five tenths (1.5%) of final average earning times years of credited service beginning on the effective date of this agreement.
- B. Credited service is defined as years of service from base date of hire to normal retirement date.
- C. Final average earnings on which retirement benefits would be based, would be the average of the employee's earnings during the highest five (5) consecutive calendar years during the ten (10) calendar years preceding the calendar year in which the eligible employee attains his normal retirement date, or his termination of employment if earlier.
- D. Employee's earnings will be gross cash earnings less the Public Act 152 insurance stipend.

V EMPLOYEE CONTRIBUTION: No employee contribution will be required as a condition to participate in the plan. The Employer would pay the full cost of the plan.

VI VESTING:

- A. Each employee will be 100% vested in his accrued retirement benefits upon completion of 10 years of service.
- B. Upon vesting an eligible employee will be eligible for benefits at age 62. The amount of benefits would be computed in the same manner as the normal retirement benefit, but will be based on the final average earnings and credited service at date of termination.

VII NORMAL FORM OF INCOME:

- A. Retirement income payments will be payable to participant for his/her lifetime.

- B. By accepting a reduction in retirement benefits, an employee can guarantee that his/her survivor will receive for life a certain percentage of the retirement benefit.

#### VIII EARLY RETIREMENT BENEFIT:

- A. An eligible employee with at least 10 years of credited service and any time after attaining age 60 may retire, subject to the following reduction:

$\frac{0}{100\%}$	$\frac{1}{93.3\%}$	$\frac{2}{86.6\%}$
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The early retirement benefit would be computed in the same manner as the normal retirement benefit, but will be based on final average earnings and credited service at early retirement, except accrued benefits is reduced by 1/15 for each year that early retirement precedes the normal retirement date.

- B. If the period between the early retirement date and normal retirement date is not an integral number of years, the percentage to be applied shall be the percentage for the next higher integral number of years, increased by a proportionate part of the difference between that percentage and the percentage for the next lower integral number of years.

#### IX Plan will be qualified by Internal Revenue Service.

#### DEFINED CONTRIBUTION PLAN FOR EMPLOYEES HIRED AFTER APRIL 20, 2014:

- I. The Employer will match 100% of employee contributions up to 5.0%.
- II. Three year vesting: 50% first year; 75% second year; 100% third year.

#### 35. FEDERAL, STATE OR COUNTY TRAINING PROGRAMS

The Employer agrees that any person assigned to the Medical Care Facility on a Federal, State or County training program shall not replace existing staff.

#### 36. TERM OF AGREEMENT

- A. This Agreement shall become effective at 12:00 a.m. April 17, 2014 and continue in full force and effect through 11:59 p.m. September 30, 2016.

- B. If either party desires to modify, change or terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice to the other party. If neither party gives notice as hereinbefore provided, this Agreement shall continue in full force and effect for an additional one year period, subject to notice being given sixty (60) days prior to a subsequent Agreement termination date.
- C. Third Year Reopener. Notwithstanding the provisions of the first paragraph of this Section of the Agreement, it is agreed that this Agreement may be reopened during its term at the option of either party on September 30, 2015, upon written notice to the other party of a desire to reopen given on or before the 60th day prior to September 30, 2015. If this Agreement is reopened, the reopener negotiations shall be specifically limited to the direct hourly pay rates listed in Supplement A of this Agreement. All other provisions of this Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated in accordance with the provisions of the first paragraph of this section of the Agreement. Subjects or disputes arising from or pursuant to any reopener negotiations shall not be subject to the grievance and arbitration procedure provisions set forth in this Agreement.
- D. Funding Reductions. Effective October 1, 2015. In the event that the facility operating millage is eliminated or reduced or if the Medicaid reimbursement formula is modified or replaced or that the dual eligible pilot project or the implementation of ICOs (or similar entities) have the effect of reducing the Facility's revenue or the amount the Facility receives per covered resident, then the contractual wage rates will immediately revert to the wages in effect as of September 30, of the previous year and either party may immediately reopen the contract to discuss modifying any wage rate or classification. All other terms or conditions of the collective bargaining Agreement will remain in full force and effect. The parties agree that time is of the essence in such negotiations, and that if agreement has not been reached within twenty-eight (28) calendar days of the request to reopen or the effective date of the change in reimbursement, whichever is later, the Facility may implement its last offer of settlement, regardless of whether mediation or fact-finding has been initiated or completed.

### 37. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferee, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

### 38. WAGE STRUCTURE See Supplement A.

Pay days shall fall on every other Friday.



### Supplement A Wages

Effective the first full payroll period beginning April 17, 2014\*

(2.00% increase to 2013 rates)

	Beginning	1 Year	2 Year	3 Year
Cook-Baker				
P.M.	\$14.89	\$15.23	\$15.50	\$15.96
A.M.	\$15.15	\$15.49	\$15.80	\$16.24
Kitchen Aide	\$14.52	\$14.88	\$15.14	\$15.56
Laundry Aide	\$14.52	\$14.88	\$15.14	\$15.56
Houskeeping Aide				
Regular	\$14.52	\$14.88	\$15.14	\$15.56
Night shift	\$14.85	\$15.19	\$15.46	\$15.88
Activities Aide	\$14.81	\$15.15	\$15.48	\$15.96
Physical Therapy Aide	\$14.81	\$15.15	\$15.48	\$15.96
Maintenance	\$15.62	\$15.96	\$16.32	\$16.72
Driver/Transporter	\$15.48	\$15.83	\$16.20	\$16.60
Nursing Assistants	\$14.75	\$15.10	\$15.42	\$15.88
Ward Clerk	\$15.07	\$15.42	\$15.69	\$16.14
Storage Custodian	\$15.62	\$15.96	\$16.32	\$16.72
Storage Custodian Assist	\$15.10	\$15.44	\$15.80	\$16.20
Runners	\$14.52	\$14.88	\$15.14	\$15.56
Rehab. Tech	\$15.07	\$15.42	\$15.69	\$16.14

\*In the same pay period that the above increase is effective, each employee who is employed by the Facility will receive a signing bonus equal to 2% of their wages for the period of 10-1-2013 to the date the new wage scale is effective. This signing bonus will be on a separate check.

## Effective the first full payroll period beginning October 1, 2014

(2.00% increase to 2014 rates)

	Beginning	1 Year	2 Year	3 Year
Cook-Baker				
P.M.	\$15.19	\$15.53	\$15.81	\$16.28
A.M.	\$15.45	\$15.80	\$16.12	\$16.56
Kitchen Aide	\$14.81	\$15.18	\$15.44	\$15.87
Laundry Aide	\$14.81	\$15.18	\$15.44	\$15.87
Houskeeping Aide				
Regular	\$14.81	\$15.18	\$15.44	\$15.87
Night shift	\$15.15	\$15.49	\$15.77	\$16.20
Activities Aide	\$15.11	\$15.45	\$15.79	\$16.28
Physical Therapy Aide	\$15.11	\$15.45	\$15.79	\$16.28
Maintenance	\$15.93	\$16.28	\$16.65	\$17.05
Driver/Transporter	\$15.79	\$16.15	\$16.52	\$16.93
Nursing Assistants	\$15.05	\$15.40	\$15.73	\$16.20
Ward Clerk	\$15.37	\$15.73	\$16.00	\$16.46
Storage Custodian	\$15.93	\$16.28	\$16.65	\$17.05
Storage Custodian Assist	\$15.40	\$15.75	\$16.12	\$16.52
Runners	\$14.81	\$15.18	\$15.44	\$15.87
Rehab. Tech	\$15.37	\$15.73	\$16.00	\$16.46

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR THE UNION:

Linda Wuitanen

Kathleen Chang

Karen Marie Daniels

Kenneth J. O'Leary

Deanne Bonds

Date: 4-17-14

John M. Thomas  
Council 25 4-23-14

FOR THE EMPLOYER:

Edward J. Smith

Christy Hilgers

Gregory Cooper

AMM LEAD

Date: 4/17/14