

CANAL VIEW HOUGHTON COUNTY

-and-

**THE TECHNICAL, PROFESSIONAL AND OFFICE WORKERS
ASSOCIATION OF MICHIGAN (TPOAM)**

December 10, 2021

PROPOSAL THROUGH THE MEDIATOR

All provisions of the parties' CBA effective through September 30, 2021, including any mutually executed LOUs will remain unchanged except for the following:

1. Incorporate Grievance Mediation Settlement Agreement of 7-10-20.
2. Modify Article 8. Grievance Procedure, Step 3 as follows:

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. ***In addition, mediation of grievances will be through MERC or FMCS, as mutually agreed by the parties.***

3. Modify Article 10. Seniority, as follows:

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 **Director of Human Resources** in writing of any alleged error therein. The employee and the **Director of Human Resources** shall mutually try to settle such a question as to the correctness of posted seniority. The ~~Personnel Coordinator~~ **Human Resource Director** 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 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...

4. Modify Article 14. Job Postings and Bidding Procedures; Paragraph C as follows:

C. An employee who chooses to revert back to his/her former classification during a ~~four (4) week~~ **twenty-one (21) day** trial period may not be granted another transfer within the same job classification for a period of six (6) months from the time they reverted back.

5. Modify Articles 18. Sick Leave (B) to provide that sick leave will accumulate to a maximum of 240 hours and will be paid out at 50% upon retirement as set forth in (D). Any banks above 240 hours will be frozen and 50% of bank will be paid at retirement as under (D). Eliminate Columbus Day holiday.

6. Modify Article 20. Working Hours, Paragraph A and E and add N, as follows:

A. A regular full work day for full time employees shall consist of eight (8) - **12 hours as determined by the job posting**, exclusive of a thirty-minute unpaid lunch period. Employees shall punch out for lunch and then back in upon their return.

B. Unchanged.

C. Unchanged

D. Unchanged

~~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/her regular rate of pay. This will apply whether or not the call-in time is followed by a regularly scheduled work shift.

N. The Director of Nursing reserves the right to call-off CNA staff based upon census and other relevant considerations in his/her sole discretion. Temporary and casual employees will be called off first and then by unit wide seniority.

7. Modify Article 27. Job Status Definitions, as follows:

Temporary Employee

A temporary employee is an employee whose employment is limited in duration (not more than 180 days) and is hired for the purpose of relieving regular staff members who are absent due to illness, leave of absence, vacation or staffing shortage. No one temporary employee shall be used for more than a one-hundred and eighty (180) day duration in any one (1) year 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.

8. Modify Article 30 Insurances as follows:

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).

For plan year 2022, the parties will utilize the Jefferson Health Plan and employees will have 0 premium contributions.

~~For 2019, the hard cap will be utilized to determine employee contributions. For 2019 and 2020, the DHHS Board voted to abolish the higher premium contributions previously required for full-time employees hired after January 1, 1992 and all full-time employees will be treated the same for determination of insurance rates. For 2019, all full-time employees as defined in the Affordable Care Act will be offered the following insurance options to choose from:~~

Hard Cap	Single	2-Person	Family
-	-	-	-
BCBC (high deductible)	\$131.22	\$457.14	\$501.10
BCBS (low deductible)	\$157.95	\$502.43	\$563.47
H.S.A. with \$1,000	\$21.46	\$200.13	\$182.98
			

☐ ~~Rates subject to change per 44North /BCBS. Rates not yet finalized. Slight difference may occur.~~

~~Rates for 2020 will be determined in a similar manner. In the event that premium rate increases for 2020 increase greater than 5%, employees will be pay no more that 50% for dependent coverage.~~

~~Employees will be able to select from any plans offered during the current year's open enrollment, as determined by the DHHS 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 TPOAM, 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 **DELETE SUBSCRIBER BUYOUT.**

9. Modify Article 34. PENSION PLAN to require employees hired prior to April 20, 2014 who participate in the defined benefit plan to contribute 2.0% of employee gross wages towards the employee pension.
10. Replace Article 36. Nursing Assistant Mentor Program with CNA Peer Mentor LOU language.
11. Modify Article 37. Tuition Reimbursement Program as follows:
 - A. Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the Employer's Tuition Reimbursement Policy, as revised from time to time in the discretion of the Employer. Under the Employer's Policy, the Employer will reimburse an employee who is enrolled in approved adult education or university course for the cost of tuition and books provided:
 - (1) The course is job related (as determined by the Employer);

- (2) An application for reimbursement is submitted and approved;
- (3) A grade of "C" average or above is attained;
- (4) An employee must be employed by the Employer for at least one year or more to participate in the program; and
- (5) Job performance and attendance must be maintained at an acceptable level.

B. The Employer retains the right to modify or eliminate the Tuition Reimbursement Policy in its sole discretion. Disputes regarding tuition reimbursement are not subject to the grievance and arbitration provisions of this Agreement.

C. Current eligible (in good standing) employees will be paid \$14/hour for hours spent in CNA training after committing to an open position of 0.6 FTE or greater.

- 12. Add the following to "Article 41, Other Benefits: ***"The Employer reserves the right to implement incentive and bonus programs for bargaining unit employees with advance written notice to the Union. The Employer agrees that it will not implement an incentive or bonus program during the 90 calendar days prior to contract expiration except with mutual agreement of the Union. It is the Employer's intent that eligibility for such incentive and bonus programs will be by bargaining unit, classification, or other criteria as defined in the program and not to provide bonus payments to individual employees."***
- 13. Modify Article 43 Term of Agreement and Modification as follows:
 - A. This Agreement shall become effective upon execution by the parties and continue in full force and effect until September 30, 2023. The parties agree to a reopener on wages, health insurance, and insurance opt-out payment on October 1, 2022.
- 14. Modify Appendix A Wages as set forth below.
 - A. Wage Scale A will encompass all employees.

15. Remove Appendix B and Delete Article 20 Working Hours, paragraph M. replace with following Appendix A:

M. During a declared pandemic or during other declared emergencies affecting Houghton County, the Employer reserves the right, with advance notice to the Union, to implement mandatory overtime for individual classifications, as determined by the Employer.

Appendix A: Wage Scale A

Cook	Proposed change
PM	4%
AM	4%
Main Kitchen differential	+ 0.50
Global Cook/Aide	4%
Dietary Aide	4%
Main Kitchen Stocker	4%
Dietary Data Technician	4%
Laundry Aide	3%
Housekeeping Aide	
Regular	3%
Night shift	
Activities Aide	4%
Restorative Nursing Assistants	***
Maintenance	\$22.00
Driver/Transporter	4%
CNA	\$19.00
Evening differential	+ \$2.00
Night differential	+ \$1.00
Ward Clerk WAGE SCALE B	19.00
Storage Custodian Assistant	4%
Rehab Technician	4%
Restorative Therapy program Assistant	4%

- **Ratification Bonus.** If the Proposal is ratified by all parties, all bargaining unit employees employed by the Employer in the pay period in which it is paid will receive a \$500 ratification bonus.

WAGE SCALE A – NEW SCALE WITH INCREASES

		WAGE SCALE			
		Beginning	1 Year	2 Year	3 Year
Main Kitchen Cook/Global Cook-Aide					
P.M.		\$ 17.88	\$ 18.27	\$ 18.61	\$ 19.16
A.M.		\$ 18.18	\$ 18.60	\$ 18.97	\$ 19.48
Main Kitchen Differential	(plus) 0.50				
Dietary Aide		\$ 17.42	\$ 17.87	\$ 18.17	\$ 18.68
Main Kitchen Stocker		\$17.42	\$17.87	\$18.17	\$18.68
Dietary Data Technician		\$ 17.42	\$ 17.87	\$ 18.17	\$ 18.68
Laundry Aide		\$ 17.25	\$ 17.70	\$ 17.99	\$ 18.50
Housekeeping Aide					
Regular		\$ 17.25	\$ 17.70	\$ 17.99	\$ 18.50
Night Shift		\$ 17.66	\$ 18.03	\$ 18.36	\$ 18.88
Activities Aide		\$ 17.79	\$ 18.21	\$ 18.60	\$ 19.16
Restorative Therapy Program Assistant		\$ 19.53			
Maintenance		\$ 22.00			
Driver/Transporter		\$ 18.57	\$ 19.00	\$ 19.44	\$ 19.93
Nursing Assistants		\$19.00			
Afternoon Differential	(plus) \$2.00				
Night Differential	(plus) \$1.00				
Ward Clerk		\$19.00			
Storage Custodian Assistant		\$ 18.13	\$ 18.52	\$ 18.97	\$ 19.44
Rehab. Technician		\$ 18.09	\$ 18.50	\$ 18.83	\$ 19.38