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**AGREEMENT**

BETWEEN

**NORLITE NURSING CENTERS OF MARQUETTE, INC.**

(hereinafter referred to as the "Employer")

And

**NORLITE NURSING CENTERS EMPLOYEES**

**OF LOCAL #3496, Affiliated with**

**MICHIGAN COUNCIL #25, AFSCME, AFL-CIO**

(hereinafter referred to as the "Union")

April 1, 2017 through March 31, 2020

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## **AGREEMENT**

This AGREEMENT is made and entered into this 1st day of April 1, 2017 by and between NORLITE NURSING CENTERS OF MARQUETTE, INC., (hereinafter referred to as the Employer), and NORLITE NURSING CENTERS EMPLOYEES OF LOCAL #3496, affiliated with MICHIGAN COUNCIL NO.# 25, A.F.S.C.M.E., AFL- CIO, (hereinafter referred to as the Union).

### **PURPOSE AND INTENT**

The general purposes of this Agreement are to set forth the parties' entire mutual understanding on rates of pay, wages, and other terms and conditions of employment; to promote orderly and peaceful labor relations between the Employer, its employees, and the Union; and mutually to recognize that the Employer's services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption.

### **ARTICLE 1. RECOGNITION OF THE UNION**

(a) Recognition of Union. 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 except those employees who are specifically excluded here from:

(b) Employees Covered and Excluded. All full-time and regular part-time competency evaluated nurse aides (CENA's), housekeeping employees, laundry employees, cooks, kitchen helpers, and maintenance assistants, excluding office clerical employees, licensed practical nurses, registered nurses, guards, and supervisors as defined in the Act.

(c) "Full-time Employee". The term "full-time employee" as used in the Agreement means an employee who has completed his or her probationary period and is regularly scheduled to work thirty-two (32) hours or more per week. Such employees shall be entitled to all benefits under this Agreement.

(d) "Part-time Employee". The term "part-time employee" as used in the Agreement, means an employee who has completed his/her probationary period and is scheduled to work less than thirty-two (32) hours per week. Part-time employees shall be entitled to such pro-rata benefits as are otherwise specifically provided by this agreement. The term "regular employee" shall refer to both full-time and regular part-time employees who have completed their probationary period.

(e) "Substitute Employee". The term "substitute as used in this Agreement means an employee who is hired for the purpose of replacing a full-time or part-time employee for a limited period which shall not exceed two hundred twenty-four (224) consecutive working hours. This period may be extended in individual cases upon mutual agreement by the Employer and the Union. Such employees shall not be subject to Article 4, 10, and 11 unless otherwise provided, they shall have no rights under this Agreement. In the event such employees are continued beyond their 224 working hour period or extended period as agreed, they shall be reclassified as a Probationary Employee for an additional 92 day period on the job assigned, and shall be subject to the terms of Article 14, effective from their last date of hire with the Employer. The Union will be notified of all such reclassifications. Substitute employees shall not be used to circumvent Article 22 and 24.

(f) "Temporary Employee". The term "temporary employee" as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period, which shall not in any event exceed four (4) consecutive calendar months. If a "temporary employee" remains employed in excess of four (4) calendar months in any twelve (12) consecutive month period, he/she shall be considered a "probationary employee". In such case all hours worked during his/her four (4) months of employment shall be applied toward his/her probationary period, and he/she shall acquire seniority as otherwise provided for probationary employees. The Employer shall notify the Union whenever a temporary employee attains permanent status, unless the Employer honestly forgets to do so.

## **ARTICLE 2. RECOGNITION OF THE EMPLOYER'S RIGHT TO MANAGE**

The union recognizes and agrees that the Employer has the right to govern all aspects of its operation and to direct its entire work force at all times in all matters where not in conflict with or changed by the specific provisions of this Agreement. The Union agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of administration to manage and operate its operations.

The Employer, on its own behalf and on behalf of its board, and administration, hereby retains and reserves unto itself, without limitations, all powers, right, authority, duties, and responsibilities conferred upon and vested in it under the laws and constitution of the State of Michigan, and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except as are specifically relinquished herein, are reserved to remain vested in the Employer, including, but without limiting the generality of the foregoing, the right:

(a) to operate its facilities in keeping with appropriate and relevant moral principles and ethical requirements;

(b) to manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services materials, or methods of operations;

(c) to introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;

(d) to subcontract or purchase any or all work, process or services for the purposes of constructing new facilities or to improve existing facilities;

(e) to determine the number, location and type of facilities and installation;

(f) to determine the size of the work force and increase or decrease its size;

(g) to hire, assign, and layoff employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work day of all shifts, and to discipline and discharge employees for cause;

(h) to direct the work force, assign work duties, and determine the number of employees assigned to operations, it is agreed that only authorized supervisors can make work assignments;

(i) to establish, change, combine, or discontinue job classifications and prescribe and assign new job duties, (which can only be done by an authorized supervisor and documented by the supervisor) content and classification;

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given to him/her by the Employer (unless his/her doing so would obviously jeopardize the health or safety of himself/herself or others beyond any such risks which might be inherent in the work of this classification). He/she shall raise any questions he/she has to the Employer's right to give him/her the order or instruction only after he/she carries out the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement. In no event shall an employee disobey a direct order involving a medical judgment or instruction of a supervisor hereunder.

### **ARTICLE 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 with regard to this bargaining unit, unless required by law.

### **ARTICLE 4. UNION AVAILABILITY.**

1. In accordance with state law, it is not a condition of employment with the Facility to become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative. Any employee of the Facility may join or refrain from joining a labor organization or bargaining representative. Moreover, no employee of the Facility is required to pay any charitable organization or third party an amount in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of, or public employees represented by a labor organization or bargaining representative.

All employees have the right to join, not join, maintain, or drop their membership in any Union/Association or affiliation with any bargaining representative, to pay money or other consideration or not pay money or other consideration to a Union/Association or bargaining representative as they so desire. Regardless of what individual voluntary free choice is made by an employee, it shall not affect the employee's employment with the Facility.

2. No person shall by force, intimidation, or unlawful threats compel or attempt to compel any employee to do any of the following:

(a.) Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.

(b.) Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliate with or financially supporting a labor organization or bargaining representative.

(c.) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

3. A violation of subsection (b) above shall provide cause for immediate discharge and may also be grounds for additional civil liability.

## **ARTICLE 5 DUES CHECK-OFF**

(a) The Employer agrees to deduct from the wages of any employee, who voluntarily authorizes the deduction, all Union membership dues required, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph d) provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect until revoked, in writing, by the Employee through a notice of termination, or automatically upon the employee transferring out of the bargaining unit. The notice of termination must be give both to the employer and the Union.

(b) Dues will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorizes the employer to rely upon and to honor certifications by the Secretary- Treasurer of the Local Union, regarding to the amounts specifying such amounts of Union dues.

(c) The Employer agrees to provide this service without charge to the Union. (d) The approved authorization form is attached.

(e) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that be taken by the Employer for the purpose of complying with the foregoing provisions of this section, or in reliance on any list, notice, classification (as referred to in {b} above), or assignment which shall have been furnished to the Employer under any of such provisions. Such indemnification shall encompass all costs and expenses of litigation.

## **ARTICLE 6. REMITTANCE OF DUES AND FEES.**

(a) Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month following receipt of the Authorization form and each month thereafter while the Authorization is effective.

(b) Deductions for any calendar month shall be remitted to such address 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 ten (10) days following the date on which they were deducted.

(c) 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 and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of previous month's remittance of dues. The employer shall not be responsible for any names unintentionally omitted from the new hire list.

#### **ARTICLE 7. UNION REPRESENTATION.**

(a) The employees covered by this Agreement will be represented by five (5) stewards. The Union shall notify the Employer of the names of the stewards at least annually; and within thirty (30) days of any changes that occur. Said notices shall be made in writing to the employer. The Union shall have exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

- (1) Dietary
- (1) Housekeeping
- (1) Midnight Shift (Nursing)
- (1) P.M. Shift (Nursing)
- (1) Day Shift (Nursing)

(1) The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

(2) The stewards, during their working hours without loss of time or pay, may investigate and present grievances to the Employer during working hours, provided they have permission from their immediate supervisors. Such permission shall not be unreasonably withheld.

(3) The Union President shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure, provided they have permission from their immediate supervisors. Such permission shall not be unreasonably withheld.

(b) No later than the first bargaining session between the parties, the Union may designate, in writing, up to four negotiating members who shall be deemed the regular negotiating team for the remainder of the negotiations. All bargaining by the parties shall commence at a mutually agreeable time, Employees on the negotiating team shall have the option of being rescheduled or not be paid for hours lost through negotiations. The employees will give the employer notice of their choice as soon as possible, but no later than forty-eight (48) hours before negotiations. The Union may appoint two (2) alternate members who would serve on the team only in the absence of regular member(s).

(c) The Union President, or designate, may meet and confer with Union members' during lunch hour to deal with specific problems or emergency situation, and not on a regular or scheduled basis. The Union shall notify the Employer in writing in advance of a designated substitute (s) for the Union President.

#### **ARTICLE 8. SPECIAL CONFERENCES.**

(a) Special conferences for important matters may be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Union and a representative of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those between the hours of 9:00 A.M. and 4:00P.M., but may be held at any mutually agreed upon time. The members of the Union shall not lose time or pay for time spent in such special conferences. However, this right to paid time may be withdrawn by the Employer if said meeting requests are continuously trivial in nature.

#### **ARTICLE 9. DISCIPLINARY PROCEDURE.**

(a) The Employer agrees to give notice within five (5) days of discharge or suspension of an employee, in writing to the employee and his/her Steward. The Employer also agrees to give promptly two (2) copies of a written warning to the employee upon imposing any discipline, and the employee may deliver one (1) copy to his/her Steward.

(b) If the discharged or suspended employee considers a discharge or suspension to be improper, he she shall submit the discharge or suspension to Step 2 or Step 3, whichever is appropriate, of the grievance procedure within five (5) working days after the employee has received such written notice of discharge or suspension.

(c) An Employee shall be subject to discharge or suspension, at the sole option of the Employer, for cause. "Cause" shall include but not be limited to, incompetency, discourteous treatment of the public on the premises or on duty, mental or physical abuse of patients, smoking in nonsmoking area, unauthorized absenteeism, immoral conduct, whether on premises or work related, willful neglect of duty, insubordination, theft, misappropriation of property, assault on the premises, intoxication or drinking on duty or on the

premises, fighting on the Employer's premises, use of drugs or narcotics, gambling on duty or on the premises, soliciting or receiving tips from patients or patient family or friends, giving out information of a confidential nature to unauthorized persons, intentionally "signing-in" another employee, soliciting for any purpose on the Employer's premises without written administrative approval, violating any provision of this agreement which provides for discharge, and exhibiting disregard for established employee procedures, acting outside the scope of assigned job duties (as prescribed in job descriptions and assigned by supervisor.) Common courtesy and cooperation with staff, residents, visitors, survey staff, or others when assistance is requested is not to be construed as directing, supervising or working outside of the assigned job duties (as prescribed in job description and assigned by supervisor).

(d) Should it be necessary to reprimand any employee, the reprimand shall be given as not to cause embarrassment to the employee or before the other employees or the public if reasonably possible.

(e) While imposing any discipline or discharge on a current charge, the Employer will not take into account any prior reprimands or warnings which occurred more than twelve (12) months previously or any suspension which occurred more than twenty-four (24) months previously.

(f) Disciplinary action, other than suspension or discharge, will be taken within five (5) working days after the Employer's awareness of (or the time the Employer should have been aware of) the events upon which such discipline is based, unless, during such period the Employer notifies the employee and their steward that further investigation is necessary.

## **ARTICLE 10. GRIEVANCE PROCEDURE.**

In the event differences should arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of any of its provisions, the parties shall act promptly to resolve such differences. It is agreed by both parties that any such disagreements should be resolved at the earliest step of prescribed grievance procedure. In keeping with this Agreement both parties agree that the grievances shall not be advanced through the process in a frivolous manner.

Whenever an employee, a group of employees or the Union believes that specific provisions of this Agreement have not been properly interpreted or applied, the procedure hereinafter provided shall be followed.

The Union shall have the right to commence a grievance at the level of management causing such grievance.

Grievance involving discharge shall be submitted in writing directly to Step 2 or 3, whichever is applicable, of the grievance procedure within five (5) working days of the date of notice of discharge to the employee.

It is understood between the parties hereto that any of the time periods hereinafter provided may be extended by mutual agreement, and further, that working days shall not include Saturday, Sunday, or Holidays.

**Step 1:** Nothing in the paragraph shall preclude any employee and the steward from discussing a possible cause for a grievance with his/her supervisor in an attempt to resolve the same. If it is not resolved in this fashion, then the employee is still required to file his/her grievance within the ten (10) day period set forth below.

A grievance shall be presented within ten (10) working days after the employee knew or should have known that the cause of the grievance had occurred, in writing to the immediate Supervisor or Department Head, except for grievances involving suspension or discharge which shall be brought within five (5) working days after the employee has received such written notice of discharge or suspension as set forth previously in Article 10 (b) and in a preceding paragraph of this Article.

**Step 2:** If the grievance or dispute is not satisfactorily settled in the preceding Step, it shall be presented in writing by the employee or the Union Steward or the Union Chief Steward to the Administrator or designate within five (5) working days after the Step 1 response was due. The administrator or designate shall submit in writing, the disposition of the grievance or dispute to the Chief Steward and Union President within ten (10) working days of the receipt of the grievance.

Within five (5) working days of the receipt of the Administrator or designate deposition of the grievance or dispute by the Chief Stewards and Union President, the parties agree to meet in an attempt to resolve the dispute. It is understood that either party may have any number of people to attend this meeting, so long as those involved have pertinent information or the ability to reach settlement on the issue. It is understood that said meeting will not adversely impact staffing or resident care. If the grievance remains unsettled after said meeting the employer shall issue a written response to the grievance within five (5) working days after said meeting.

**Step 3:** If the answer at Step 2 is not satisfactory, the Union may within twenty (20) calendar days after the answer at Step 2, refer the matter for mediation to the Federal Mediation and Conciliation Service, in writing with a copy to the Employer, and request the appointment of a mediator to hear the grievance.

Mediation is without cost to both parties, and neither party is bound by the mediator's decision or recommendations. However, the purpose and intent of the parties is to encourage to the fullest degree possible friendly and cooperative relations among all the employees.

**Step 4.** If the dispute(s) remain unsettled, and the Local Council wishes to carry the matter (s) further, Council #25 shall file a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Procedures within thirty (30) working days after the Administrator's answer.

The arbitration proceeding shall be conducted in accordance with the FMC rules and regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this agreement in so far as necessary to determine the merits of a grievance, but he/she shall not have jurisdiction or authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to consider or adjust any grievance not presented in writing within the time frames set forth above. The decision or the limitations herein specified.

The expenses for the arbitrator shall be shared equally between the Employer and the Union, including the arbitrator's fee.

Any grievance not filed within the time limits set forth above shall be deemed irrefutably waived, and the employee shall receive no remedy or relief whatsoever. Any grievance not answered within the time limits set forth above by the Employer shall be deemed settled on the basis of the Union's last demand. Any grievance not appealed within the time limits set forth above shall be deemed settled on the basis of the Employer's last answer.

Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, the relief sought, and Article and Sections of the Agreement allegedly violated. Any grievance which does not comply with this paragraph may be returned to the Employer without need for any reply or action.

When one or more grievances involve a similar issue, those grievances may be withdrawn by mutual consent without prejudice pending the disposition of the appeal of the representative case.

The arbitrator shall have no power or authority to rule on any of the following:

Any claim or complaint for which there is another remedial procedure or forum established by law or regulation in the following: Equal Employment Opportunity Commission; the Civil Rights Commissions; and the National Labor Relation Board.

For purposes of this Article, the term "working day" shall include Mondays through Fridays, except for days when the office is closed for holidays. (In other words, Saturdays, Sundays, and Holidays when the office is closed shall not be considered working days.)

Cases of alleged resident abuse and/or neglect will be reported to the appropriate State investigative Agency in accordance with State and Federal regulations. As a result of the allegation, the Employer may impose disciplinary action against the Employee, which may be subject to Steps 1 and 2 of the Grievance Procedure pending the outcome of the investigation. Should the allegation of abuse and/or neglect not be substantiated by the investigating Agency- and as long as the Facility is not prohibited from employing the individual- the Employee shall be reinstated to their employment position and be made whole. However, in the event that the investigating Agency substantiates the allegation of abuse and/or neglect, the disciplinary action imposed as a result will be sustained and may not be subject to Step 4 of the Grievance Procedure as outlined in this Article.

Arbitrators called upon to evaluate contract language shall do so with the understanding that exceptional resident care and putting the resident first is the primary principle and overall mission of this Facility.

#### **ARTICLE 11. PAYMENT OF BACK PAY CLAIMS.**

If the Employer fails to give an employee work to which he/she is entitled, and a grievance is filed in a timely fashion, the Employer will reimburse the employee for actual earnings lost through failure to give the employee such work.

#### **ARTICLE 12. COMPUTATION OF BACK WAGES.**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

#### **ARTICLE 13. PROBATIONARY EMPLOYEES.**

(a) New employees hired in the unit shall be considered as "probationary employees", unless they fit some other category set forth herein, for the first 120 days or 640 hours, whichever occurs first, while continuously employed by the Employer. The probationary period may be

extended for an additional thirty (30) days provided that the extension is mutually agreed upon by both the Employer and the Union and that the extension shall not affect the employee's wage increase. The employee's continuous employment shall not be deemed broken when the employee is on and excused absence but only days actually worked shall be included in determining whether the employee has completed his/her probationary period.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours of employment, and other conditions of employment, but the Union shall not represent probationary employees in discharge, suspension, or discipline cases for other than Union activity. Further, probationary employees shall have no right to file grievances themselves hereunder and no right or remedy whatsoever, of any kind and nature, against the Employer for termination of their services for any reason whatsoever, or no reason at all, prior to the expiration of the probationary period.

#### **ARTICLE 14. SENIORITY.**

(a) Seniority shall be on a departmental wide basis, in accordance with the employee's last date of hire.

(b) Layoffs for less than one (1) year, leaves of absence without pay granted by the Employer, time off without pay granted by the Employer, and periods when the employee is not on the active payroll by permission of the Employer shall not be considered as a break or interruption of employment. The length of time off shall be deducted from the total length of employment, except that military leaves, leaves during which employees are receiving workers' compensation less than two (2) years, illness resulting from service-connected disability of less than two (2) years, and paid leaves of absence granted because of personal illness shall not be deducted.

(c) Seniority rights as herein defined apply only to actual service with the Employer.

(d) In the event of a tie in seniority, the tie shall be broken by awarding the most seniority to that employee with the highest last digit on his/her social security number. If these numbers are identical, then the next to last number shall be determinative, etc.

## **ARTICLE 15. LOSS OF SENIORITY.**

An employee shall lose seniority and his/her employment may be terminated by the Employer in any of the following instances:

1. Voluntary quit or retirement.
2. Discharge and the discharge is not reversed through the procedure set forth in this Agreement.
3. Absence for two (2) consecutive working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and that the employee shall be deemed to have resigned. Whenever circumstances beyond the control of the employee occur and are verifiable, exceptions to this clause will be made.
4. Failure to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. Failure to return from sick leave and leaves of absence.
6. Layoff for more than eighteen (18) months.
7. Receipt of worker's compensation for more than two (2) years.
8. Illness of more than two (2) years resulting from service-connected disability.

## **ARTICLE 16. SENIORITY LISTS**

(a) Seniority shall not be affected by the age, race, sex and marital status of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names of employees, and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson of Council #25 AFSCME, AFL-CIO with up to date copies at least every six (6) months. The Employer will make the seniority list available to the Union president or designate upon request one extra time during the six months.

(d) The Council's copy of the seniority list shall be forwarded each six (6) months in care of the Council Secretary-Treasurer's office, 1034 North Washington, Lansing, Michigan 48906, or to any such other address as supplied to the Employer in writing.

#### **ARTICLE 17. SENIORITY OF OFFICERS AND STEWARDS.**

The Local President, the Chief Steward, and all other Stewards, other than Alternate Stewards, in that order, shall head the seniority list of the unit during their term of office for the purpose of layoff and recall only.

#### **ARTICLE 18. LAYOFF TERMS.**

(a) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff, unless an emergency situation exists. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, job titles, and work location. It is agreed by both parties that any layoff will be done by job classification and that the Employer has the right to determine the classifications that are to be effected by any layoff.

(b) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, the following factors will be considered in determining the order in which employees shall be laid off, and if in the opinion of the Employer, the employee has both the physical ability and skill to perform the work to be done, the length of length of continuous service will govern:

(1) Seniority available

(2) Skill and physical ability to perform the work

(c) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff, unless an emergency situation exists

(d) In the event the employee being laid off has qualifications, skill and ability to perform work in another classification said employee may "bump" into that classification to a position that their seniority entitles. Said "bumped employee" may also exercise his/her rights under this section. When all workers are recalled to work following a layoff, all people revert to their original positions.

## **ARTICLE 19. RECALL PROCEDURE**

When the working force is increased after layoff, employees will be recalled according to the following factors:

(1) Seniority

(2) Skill and physical ability to perform the work available. (If in the Employer's opinion the employee has both the skill and physical ability to perform the work, the length of continuous service will govern.) For purposes of this section, seniority shall be on a departmental basis. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to report to work within seven (7) calendar days from the date of mailing of notice of recall, he or she shall be considered a quit unless other arrangements have been mutually agreed upon by the Employer and the Union.

## **ARTICLE 20. TRANSFERS.**

If an employee transfers to a position under the Employer not included in the bargaining unit and, thereafter, within ninety (90) calendar days, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this agreement.

## **ARTICLE 21. JOB POSTING AND BIDDING PROCEDURES.**

(a) When it is determined by the Employer that a vacated position or newly created position is to be filled, it will be posted per the following procedure. All permanent vacancies or newly-created positions within the bargaining unit shall be filled on the basis of departmental seniority, if the applicants have both the physical ability and skill to perform the work or would obtain such skill to perform the work after a four-week trial period. For the purpose of this Article only, the Employer may fill any vacancy for period of three (3) weeks with a temporary or part-time employee prior to posting, if the vacancy is the result of another employee being promoted. In all other instances, vacancies will be posted for a period of seven (7) calendar days, after a determination has been made by the Employer to fill the same, setting forth the minimum physical ability and skill necessary for the position, in a conspicuous place on any bulletin boards provided for herein. If employees from the affected department do not post or meet the minimum requirements, employees from other departments may post for the available position prior to hiring new employees. Interested employees shall apply in writing within the seven (7) calendar day posting period.

(b) If during the first four weeks after the employee is awarded a job, the employee notifies the Employer that he/she is unable to perform the work or does not want to perform such job, or the Employer notifies the employee that it does not feel he/she is satisfactory in the new position with reason therefore, the employee shall be returned to his/her former classification. If the employee feels he/she was unjustly removed from this position, he/she may file an immediate grievance at the level appropriate. When the employee is returned to a former classification, the Employer may fill the vacancy, without reposting the opening, with the next senior applicant for the posted opening who, in the Employer's judgment, has both the skill and physical ability to perform the work.

(c) During the four week trial period, employees will receive the rate of pay of the job they are performing.

#### **ARTICLE 22. RATES FOR NEW JOBS.**

When a new job is created the Employer will notify the Union of the classification and rate structure prior to it becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

#### **ARTICLE 23. TEMPORARY ASSIGNMENTS.**

In cases of temporary assignments the Employer will assign the employee with the highest seniority, provided he/she is qualified for the job. Any employee performing work on a temporary assignment provided he/she willingly accepts the job, shall receive the rate of pay normally paid for such work, regardless of whether the employee might otherwise be entitled to a higher job classification or pay rate. If no employee desires the assignment on the shift, the Employer may assign the employee with the lowest seniority who is qualified for such a job on such a shift. If no employee is qualified on that shift, the Employer may assign the employee with the lowest seniority who is qualified on any shift to such a job. However, said employee shall receive the rate of higher classification for all hours worked while filling such temporary assignment.

#### **ARTICLE 24. LEAVES OF ABSENCE.**

(a) Leaves of absence without pay for a period up to one (1) year may be applied for, in writing, on an application form supplied by the Employer by the employee to his or her supervisor. All such leaves of absence shall be within the sole discretion of the Employer, except that such

leave shall be granted, in writing without loss of seniority for up to one year if the employee becomes ill or is injured and is unable to work, provided his/her claim is supported by satisfactory evidence. Upon his/her return from work from such a leave, the employee shall furnish the Employer with acceptable proof of his or her fitness for work. Employees shall retain seniority while on leave of absence granted by the provisions of this agreement. However, an employee on such leave of absence shall accrue no additional seniority during such leave. If an employee fails to report for work promptly upon termination of the leave of absence, he/she shall be considered having quit voluntarily. No employee shall be paid for any such unpaid leave of absence.

(b) Any employee shall be allowed to participate in the life insurance program provided by the Employer under this Agreement, providing the premium in such regard is paid by the employee to the Employer in advance of the established due date of the premium, (except that the Employer shall continue to provide life insurance required hereunder to the employee for the first three (3) months only of an approved leave of absence at the Employer's expense). If such premiums (beyond the three (3) months coverage) are not paid in a timely fashion, Employer has no duty whatsoever to provide such life insurance coverage or allow the employee to participate in such regard.

(c) A maternity leave of absence, without pay, may be granted for a period of up to one year at the Employer's discretion for purpose of delivery of the infant and infant child care. An employee who desires such maternity leave shall obtain a written confirmation from her physician that she is pregnant. Such confirmation shall also state the expected date of delivery. If the employee is unable to return to work after any maternity leave granted by the Employer, and requires a further leave, such leave may be granted by the Employer upon proof from her physician satisfactory to the Employer of the need for such leave. Any failure to return from a maternity leave shall be considered a voluntary quit on the part of the employee. Any such maternity leave shall be unpaid. In addition, the employee shall be entitled to take sick leave or reimbursed for sick leave during the period of maternity leave of absence as provided in this Article.

(d) In the event an employee who is pregnant is unable to perform assigned work duties, she will be required to commence her maternity leave, use available sick time, vacation time, floating holidays, or avail herself under the rights of the Family Medical Leave Act of 1993.

(e) The following applies to all employees returning from an approved leave of absence: providing the employee meets the requirements of the position, they shall return to a position which seniority provides for them.

## **ARTICLE 25. HEALTH REQUIREMENTS**

The Employer may require new employees to have a physical examination prior to beginning work, or within a specified period after beginning employment by a physician selected by the Employer.

At the sole discretion of the Employer, the Employer may annually or periodically thereafter require that any or all employees have subsequent physical examinations at the Employer's expense to determine whether the employee's health or that of any patients, or the certification of the facility, would be jeopardized. The results of such physical examination must be presented to the Employer and employee and will be retained in the employee's personnel file.

Where a physical examination reveals that the employee's health or that of any patients' in the Employer's facility would be jeopardized, the Employer may place the employee on a leave of absence within the time set for in Article 25(a), and the employee will be reinstated to the job within such time limit upon conclusive medical evidence that the physical problem has been corrected.

## **ARTICLE 26. SAFETY AND HEALTH.**

(a) The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.

(b) A Safety Committee of Union and employer representatives is hereby established. The Union may designate not more than three employees for the committee membership. The committee shall meet at the call of the Employer at least every other month. The purpose of the committee is to make recommendations to the Employer regarding unsafe working conditions or potential hazards to the employees, patients or visitors. The administrator will be an ex-officio member of the safety committee and will approve and sign all minutes.

(c) The Employer desires that all work be performed in an efficient and safe manner and that all relevant laws be satisfied. The Union and all employees will cooperate fully with the Employer in calling attention to unsafe conditions regardless of the party creating such conditions. Any employee who intentionally violates a facility safety policy or rule shall be subject to immediate discipline, including discharge.

## **ARTICLE 27. WORK PRACTICES**

The Employer functions 24 hours per day, 7 days per week, and 52 weeks per year. Since it never closes, it must be staffed accordingly.

In such regard, employees will be required to work the scheduled hours and days that apply to their job classifications. Employees refusing to meet these hours and days of work requirements will be considered "unavailable for work" and may be disciplined by the Employer up to and including discharge, where appropriate.

It is the employee's responsibility to familiarize himself/herself with his/her assigned schedule and work accordingly. Steady attendance and punctuality are required of all employees. The Employer will notify the affected employee in the event of a scheduling change.

During regular work hours, employees shall not leave their area of work or the premises for personal reasons, to visit with patients or employees in other work areas, or for unauthorized lunch purposes, unless permission has been granted by the immediate supervisor.

## **ARTICLE 28. WORK PERFORMED BY SUPERVISORS.**

A supervisor may perform work normally done by an employee in the bargaining unit under the following circumstances:

- Experimental Work
- Demonstration work performed to instruct and train employees
- Work necessary due to emergency conditions or due to situations in which no qualified bargaining unit employee is immediately available
- Work which would be unreasonable to assign to a bargaining unit employee
- Work which is negligible in amount
- Work which is incidental to supervisory duties, even though similar work is found in bargaining unit jobs

## **ARTICLE 29. VOLUNTEER GROUPS.**

The Union recognizes that several volunteer organizations and workers may perform services in the Employer's facility that are valuable and necessary contributions to the welfare of patients and for the benefit of the

facility, and that in no way interfere or conflict with the duties or privileges of employees. The Employer shall continue to have the right to avail itself of all services of that nature, and neither Union nor the employees shall interfere in any way with the activities or duties of such volunteer organizations or workers.

### **ARTICLE 30. REHIRED EMPLOYEES**

Any former employee whose services were previously terminated by the Employer or employee will be considered as a new employee without any continuity of employment or credit for prior time worked. If the employee is rehired within thirty (30) days and termination was not for reason of another job or discharge continuity of employment and tenure credit will be approved by the administrator. There are no credit considerations permitted for the rehire after the 30-day period, regardless of the circumstances.

### **ARTICLE 31. UNION BULLETIN BOARD.**

The Employer will provide a bulletin board for the exclusive use of the Union which may be used by the Union for posting notices pertaining to Union business. Neither the Union nor any employee shall post materials or items which are indecent, obscene, in poor taste, or reflect negatively on the Employer.

### **ARTICLE 32. JURY DUTY.**

A regular employee who is called for or serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay, exclusive of any shift, overtime, or other premiums, provided the employee's wage rate per hour exceeds jury pay. The employee shall turn over to the Employer his or her check or other compensation, other than mileage, received for jury duty as soon as it is received. The Employer will pay the employee for all such hours utilized to serve on jury duty. Any employee released from jury duty by 12:00 noon shall promptly return to work for the remainder of his or her scheduled shift. Employees who work the midnight shift shall receive jury duty pay.

### **ARTICLE 33. WORKERS COMPENSATION.**

Each employee so entitled under the state law will be covered by the applicable worker's compensation. The employee involved may utilize accumulated sick leave only until the determination has been made that the injury or illness qualifies as worker's compensation. Once the payment for

workers compensation commences the employee must repay any sick time payments that were received that are duplication of time paid for under the worker's compensation provisions. In the event that an employee is utilizing sick leave prior to the determination of workers compensation eligibility, those days must be taken as whole day units.

#### **ARTICLE 34. SICK LEAVE.**

(a) All employees covered by this Agreement will be entitled to one (1) day of sick leave for each 208 hours worked. Sick leave may be accumulated up to a maximum thirty-three (30) days or 240 hours. The first paycheck paid in October, an employee covered by this Agreement has the option to "sell back" sick leave down to 88 hours or ten (10) days. Anything over 240 hours will be paid back to the employee automatically the first payroll in October. In September, notices will be sent to employees from bookkeeping with request forms for "sell back", for any amount below 264 hours to 88 hours.

(b) Sick leave is granted to be used by an employee in the event of personal illness. Illness shall include accidental injury, sickness, or pregnancy, but shall specifically exclude illness or injury which is voluntarily incurred including, but not necessarily for employee's physical or mental well-being, drug abuse and suicide.

(c) Sick leave will be based upon the employee's normal scheduled work day and his/her base rate of pay exclusive of any shift, overtime, or other premium.

(d) An employee will receive sick leave only in the event that his/her illness or injury renders it impossible for the employee to come to work, but only if he/she notifies the employer no later than two hours prior to his/her scheduled starting time, unless unable to do so because of the illness or injury, or other good cause.

(e) A regular employee whose services are terminated for any reason, except discharge for cause, shall be paid amount equal to 50% of the employee's accumulated sick leave, provided that the employee has a minimum of ten (10) days accumulated at the time of termination. Employee shall forfeit any right to such sick leave pay if the employee terminates his/her employment without giving at least (14) calendar days advanced written notice to the Employer. Employees who utilize sick leave following such fourteen (14) day notice shall not be eligible for payment (unless leave is supported by a physician's slip and approved by administration.

(f) The Employer may at any time notify the employee and the Union, in writing, that it suspects possible abuse of sick leave by an employee and may

thereafter require a physician's certificate or other competent evidence certifying to such employee's inability to work due to illness on a per illness basis. A meeting will be held as soon as possible with the Employer representatives, Union representatives, and the employee involved in attendance for the purpose of reviewing the Employer's documentation of the alleged infraction if desired by either the Union or the employee. Whenever the Union suspects that the Employer was unreasonable and capricious in making such determination a special conference will be held (at which the Council Representative must be present) and if the matter is not resolved at such meeting it may be submitted directly to Step 2 of the Grievance Procedure. In all other cases, an employee may be required to furnish a physician's certificate whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide requested medical certification may not be entitled to paid sick leave and such days may constitute unexcused absence. The Employer will pay the doctor for the three-day sickness documentation if the Employer's doctor is used, while the employee will pay the doctor if his/her doctor is used.

(g) An employee's sick leave accumulation shall appear on the employee's check stub.

#### **ARTICLE 35. FUNERAL LEAVE.**

An employee shall be entitled to up to three (3) scheduled working days of funeral leave for the death in the employee's immediate family. Immediate family is defined as follows: The employee's mother, father, step-parents, brother, sister, stepbrother, stepsister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, or a member of the employees' immediate household. An employee shall be entitled to one (1) scheduled working day of funeral leave for an aunt or uncle. Such funeral leave will not be given unless the employee actually attends the funeral. Funeral leave pay shall be based upon the employee's normal scheduled work day, and his/her base rate of pay exclusive of any shift, overtime, or other premium. In unusual circumstances the three days funeral leave may be split, with Employer's permission, to handle funeral arrangements, to attend late memorial services, extended travel, etc.

#### **ARTICLE 36. TIME AND ONE-HALF.**

(a) Time and One-Half. The employee's regular base rate shall be paid as follows:

1. For all hours actually worked in excess of eight (8) hours in one standard work day (a 24-hour period).
2. For all hours actually worked in excess of eighty (80) hours in a scheduled fourteen (14) calendar day work period (366-hour period).
3. For all hours actually worked on the holidays that are defined in this Agreement, in addition to holiday pay.

(b) There shall be no pyramiding of overtime. Hours for which overtime is paid on a daily basis shall not be included in computing the number of hours worked for purposes of paying overtime for hours worked in excess of eighty (80) in a scheduled 14- day work period.

(c) To every extent possible, the Employer will offer overtime opportunities to employees on the basis of seniority.

#### **ARTICLE 37. HOLIDAYS.**

(a) Paid holidays are designated as: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday, and two (2) floating holidays after first year -- three (3) floating holidays after five years. Holiday pay shall be based upon the employee's normal scheduled work day and his/her base rate of pay, exclusive of any shift, overtime, or other premium.

(b) Should the actual holiday fall on Saturday, Saturday and not Friday shall be considered as the holiday for pay purposes under this Article regardless of when the holiday is celebrated by state or federal law. Similarly, should the actual holiday fall on Sunday, but not Monday, Sunday shall be considered as the holiday for purposes of paid holidays.

(c) An employee shall be eligible for holiday pay only under the following conditions:

1. The employee must work his/her regularly scheduled shifts prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
2. Exceptions to the preceding subparagraph shall be made where the employee is granted leave prior to the holiday for good cause, including sickness, or where the employee is granted leave for the shift after the holiday for good cause, including sickness.

Such leave shall be granted and holiday paid only in cases where good cause is shown and supported by a physician statement regarding sickness.

(d) If the holiday is observed on the employee's scheduled vacation, he or she shall be paid for unworked holiday.

(e) No holiday pay shall be granted to an employee on a lay off status.

(f) In order to be eligible for floating holidays, an employee must have been employed for the entire contract year. For example: floating holidays accrue on the employee's anniversary date each year. Nursing employees must give no less than two (2) weeks notice except in cases of an emergency. The employer will be entitled to inquire about the nature of such emergency. For other departments, two (2) working days advance notice shall be considered sufficient for purposes of granting floating holidays. Floating holidays must be used within the year specified or be forfeited.

(g) Employees shall be paid one and one-half times the normal hourly rate for hours worked on a holiday, and there will be no schedule change based on working the holiday unless such is requested by the employee.

(h) Seniority will govern either case whether employees wish to work or do not wish to work during a holiday. However, full-time employees will be given preference over part-time employees. In order to exercise seniority rights, the employee must sign or fail to sign the sign-up sheet for working holidays no less than one week prior to the posting of the work schedule.

### **ARTICLE 38. VACATION**

(a) A regular employee shall be entitled to eight (8) working days vacation after one (1) calendar year's employment; ten (10) working days vacation after two (2) calendar year's employment; and fifteen (15) working days vacation after five (5) calendar years employment; provided he/she worked at least 2,000 hours during the calendar year preceding the year in which the vacation is taken. For each calendar year of employment beyond ten (10) years, a regular employee shall be entitled to one (1) additional working days' vacation up to a maximum of twenty (20) days; provided that he or she worked at least 2,000 hours during the calendar year preceding the year in which the vacation is taken. A regular employee who worked less than 2,000 hours in the preceding calendar year shall receive pro-rata vacation benefits based upon the number of hours he/she worked during such a year divided by 2,080 hours. If the result is a fraction of a day of vacation, it shall be increased to the next full day. Vacation pay shall be

based upon the employee's normal scheduled work day, and his/her base rate of pay exclusive of any shift, overtime, or other premium.

(b) Vacations must be taken; there shall be no pay in lieu of vacation. Vacation time cannot be accumulated. Any vacation time earned for any one year and not used within the following year shall be considered lost to the employee. An employee, even though otherwise eligible for vacation benefits under this Article, forfeits the right to receive vacation benefits if he/she quits or is discharged. An employee shall not be able to utilize paid vacation during a period of disciplinary suspension to offset any wage loss. An employee can accumulate up to no more than two (2) years vacation at the sole discretion of the employer under unusual circumstances and upon written request.

(c) Beginning April 1, 2010, the following procedure will be used to grant vacation requests:

Vacation requests for the months of May, June, July, August, September, and October shall be submitted in writing to the employee's Department Supervisor/Scheduler by March 31st each year. Vacation requests for the months of November, December, January, February, March, and April shall be submitted in writing to the employee's Department Supervisor by September 30th each year.

If a conflict of dates occurs where two (2) or more employees within the same classification request the same vacation periods, the vacation period shall be granted in seniority order with preference given to those with more seniority and full-time over part-time employees. Employees will be notified in writing by the 15th of April and October if their vacation requests are granted or denied.

Requests received after the dates posted will be considered on a first come, first served basis only if there is an opening. Written notification, if granted or denied, will be given to the requesting employee within fifteen (15) days of the request.

The Department Supervisor/Scheduler will approve the maximum amount of vacation requests possible while maintaining at least the minimum staffing requirements by Department as defined by the Employer.

(d) If an employee becomes ill and is hospitalized during his or her vacation, his or her vacation will be rescheduled. In the event his or her hospitalization continues throughout the year, he or she will be awarded payment in lieu of vacation.

(e) If an employee calls in sick the scheduled work day before and/or after the scheduled work day after a scheduled vacation, it may result in the loss of pay for said day(s), unless the illness is supported by a physician's certificate.

## **ARTICLE 39. HEALTH, VISION, DENTAL AND LIFE INSURANCE COVERAGE**

The employer will comply with the Affordable Care Act and its requirements. In the event the Act is repealed the employer agrees to meet with the Union to discuss continuation of Health Care for employees who at the time are receiving health care benefits.

The employer agrees to pay the full premiums for each regular employee for the group life insurance plan, face value of \$5,000.00. Upon retirement or severance, the employee will be informed of his or her options and allowed to exercise his/her choice of options, if any exist, upon request for such information by the employee.

## **ARTICLE 40. COMPUTATION OF BENEFITS**

(a) All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

(b) Premium pay which is paid in addition to the employee's regular rate of pay shall not be included as "additional hours paid" under this Article. "Premium Pay" as defined herein shall include holiday hours not worked, pay for shift differential, and overtime premium pay.

## **ARTICLE 41. CONTRACTING AND SUBCONTRACTING OF WORK**

(a) During the term of this Agreement, the Employer shall avoid contracting or subcontracting work out, in whole or in part, that is regularly or normally performed by members of the bargaining unit, unless required to do so by governmental law or regulations or by a governmental body or agency.

(b) The Employer may, in its best interest, contract work when it is necessary due to manpower or equipment needs, lack of expertise, compliance with schedule, significant financial advantage for any given department, or in case of an emergency.

## **ARTICLE 42. CONFIDENTIAL INFORMATION**

Employees and the Union recognize the importance and necessity of courtesy to the facility's patients and of the treatment of information concerning patients and their families as confidential. Any and all information

concerning any patient of the facility or his/her family, no matter how acquired, shall be considered and treated as confidential.

Any disclosure of confidential information by an employee to resident, fellow employee, or any unauthorized person which is not made in the course of the employee's duty to the facility, shall be regarded as a breach of duty by that employee, and may be treated as cause for his/her immediate discipline, including discharge.

#### **ARTICLE 43. STRIKES AND WORK INTERRUPTIONS.**

The Union, for the life of this Agreement agrees that there shall be no interruption of these services, for any reason whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppage of work, or any acts that interfere in any way or to any degree with the services of the Employer.

Any employee violating this provision shall be subject to disciplinary action or discharge by the Employer.

The Employer agrees for the term of this Agreement that it will not lock out the employees, as long as there is no violation of the rest of this Article.

#### **ARTICLE 44. WORKING HOURS --SHIFT PREMIUM AND HOURS.**

(a) **Normal Shifts and Hours.** This Article is intended to define the normal shifts and normal hours of work, and shall not be construed as guarantee of hours of work per day or per week.

(b) **Shift Hours.**

- |               |  |
|---------------|--|
| First Shift:  | Includes all shifts regularly scheduled to commence between 3:01 AM and 11:01 AM |
| Second Shift: | Includes all shifts regularly scheduled to commence between 11:01 AM and 7:01PM. |
| Third Shift:  | Includes all shifts regularly scheduled to commence between 7:01PM and 3:01AM.   |

**(c) Standard Work Day.** For the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the standard work day shall consist of eight and one half (8 1/2) hours in a twenty-four (24) hour period. (Beginning at 11:01 PM and ending at 11:00 PM.), which hours shall be consecutive if possible. Such hours shall include an unpaid one half hour (1/2) hour lunch period as provided in paragraph (f) of this Article. The regular work schedule shall consist of not more than eighty (80) hours in a fourteen (14) calendar day work period beginning at 11:01 PM Saturday. The normal pay day shall be the Friday following the end of each fourteen (14) day work period.

**(b) Deviation from Schedule.** It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, lack of funds, lack of work, and emergencies.

**(e) Posting of Schedules.** The Employer shall plan and post work schedules at least (14) fourteen calendar days in advance of the first working day covered by the schedule itself. The employees must get their requests for scheduling (7) days prior to the posting date of the schedule in order to have the requests considered and honored. The schedule shall be subject to such changes after it is posted as are required by absenteeism, shortage of personnel, or other emergencies. The Employer shall notify the affected employee in the event of any schedule change. The Employer will make an effort to schedule employees, with more than five (5) years of service, every other weekend off and for employees with twenty (20) or more years of service, every weekend off. It is understood that this provision is not a guarantee and may be affected by such things as staffing, patient census and emergencies and such decision is in the sole discretion of the Employer.

**(f) Lunch Period.** Employees shall be scheduled thirty (30) minutes off for lunch without pay.

**(g) Coffee Break.** Employees may take a fifteen (15) minute coffee break in the first half and the second half of their regular shift, whichever may apply, which shall be taken on the job only. Employees may have their coffee break without undue interruption, except in case of an emergency situation.

**(h) Shift Preference.** Employees covered by this Agreement shall be allowed to exercise shift preference within their classification on the basis of seniority, in the event of a vacant or open position only.

**(i) Shift Premium.** Employees who work on the third shift shall receive, in addition to their regular base pay for the pay period, ten (\$.10) cents per hour shift premium for all hours actually worked. Employees who

work on the second shift shall receive, in addition to their regular base pay for the pay period, five (\$.05) cents per hour shift premium for all hours actually worked.

#### **ARTICLE 45. WAIVER CLAUSE.**

(a) It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter, signed by the parties hereto.

(c) The parties intend this Agreement to cover any and all problems and questions arising between them. It shall specifically be unnecessary for any party to negotiate or bargain upon any area not covered by the terms of this Agreement, unless such area has been specifically set forth for future bargaining or negotiation between the parties. In any and all other instances, no new area shall be bargained or negotiated upon, until this contract shall have been terminated or has expired or until there shall be mutual agreement by and between parties.

#### **ARTICLE 46. CHANGE OF NAME, ADDRESS OR STATUS.**

All employees shall notify the Employer of any change of name, address, phone number, reliable message phone number or marital status promptly, and in any event within five (5) calendar days after such change has been made. Employees not providing this information may be subject to progressive discipline in accordance with Article 10 of this contract. The Employer shall be entitled to rely upon an employee's last name, address, and marital status shown on its records for purposes involving his/her employment and this Agreement.

#### **ARTICLE 47. MISCELLANEOUS PROVISIONS.**

(a) The Employer will prepare job descriptions for all positions.

(b) The Employer agrees that any consolidation of jobs shall not be effected without a special conference. It is also agreed that if the result of said meeting is not conclusive, and there exists a dispute, said dispute shall be submitted to mediation. The Employer shall also give written notice to

the Union when it has eliminated a job.(c) The Employer will endeavor to have any prospective purchaser, successor or lessee agree to assume this Agreement. If any purchase agreement or lease is signed by the Employer and a purchaser or lessee, the Employer will notify the Union of such agreement or lease at least fourteen (14) days prior to the effective date of the sale of lease. In the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

(d) Whenever employees are required to attend mandatory in-service programs, the following method of reimbursement shall apply:

(1) Employees who come in prior to the start of their shift or stay after their shift is completed shall receive time and one-half for such in-service meetings;

and

(2) Employees on the midnight shift and employees who are not scheduled to work shall receive two (2) hours of straight time pay for attending such in-services.

(e) Whenever employees are not able to report for duty due to adverse weather conditions, the employee shall have the option of using available floating holiday time or an unpaid day.

(f) Maintenance employees have the option to either carry a pager or not carry a pager.

(g) The parties agree to share in the cost of printing copies of the collective bargaining agreement.

#### **ARTICLE 49. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until March 31, 2020 and for successive yearly periods thereafter unless notice is given in writing by either the Employer or Union to the other party at least sixty (60) days prior to March 31, 2020, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union:

**Norlite Nursing Centers Employees of Local #3496  
Michigan Council No. 25, A.F.S.C.M.E., AFL-CIO  
1034 N. Washington  
Lansing, Michigan 48906**

and if the Employer, addressed to:

**Norlite Nursing Centers of Marquette, Inc.,  
701 Homestead Street  
Marquette, Michigan 49855**

or to any other such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

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**APPENDIX A**

4/1/2017	2%			1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years	25 Years
<b>Titles</b>	<b>Start</b>	<b>640</b>	<b>2080</b>	<b>4160</b>	<b>6240</b>	<b>10400</b>	<b>20800</b>	<b>31200</b>	<b>41600</b>	<b>52000</b>	
<b>CNA</b>	\$10.15	\$11.15	\$11.45	\$11.61	\$11.76	\$11.96	\$12.22	\$12.47	\$12.73	\$12.88	
<b>DIETARY HELPER</b>	\$8.91	\$10.00	\$10.10	\$10.23	\$10.38	\$10.59	\$10.84	\$11.10	\$11.35	\$11.51	
<b>COOK</b>	\$9.63	\$10.77	\$10.92	\$11.08	\$11.23	\$11.43	\$11.69	\$11.94	\$12.20	\$12.35	
<b>COOK HELPER</b>	\$8.91	\$10.52	\$10.66	\$10.80	\$10.95	\$11.16	\$11.41	\$11.67	\$11.92	\$12.08	
<b>HSKP</b>	\$8.91	\$10.00	\$10.10	\$10.23	\$10.38	\$10.59	\$10.84	\$11.10	\$11.35	\$11.51	
<b>MAINT</b>	\$8.91	\$10.50	\$10.50	\$10.78	\$10.93	\$11.14	\$11.39	\$11.65	\$11.90	\$12.06	

4/23/2017

Titles	Lunch + 2%		1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years	25 Years
	Start	640	2080	4160	6240	10400	20800	31200	41600	52000
CNA	10.87	11.87	12.20	12.36	12.51	12.71	12.97	13.22	13.48	13.63
DIETARY HELPER	9.66	10.75	10.85	10.98	11.13	11.34	11.59	11.85	12.10	12.26
COOK	10.38	11.52	11.67	11.83	11.98	12.18	12.44	12.69	12.95	13.10
COOK HELPER	9.66	11.27	11.41	11.55	11.70	11.91	12.16	12.42	12.67	12.83
HSKP	9.66	10.75	10.85	10.98	11.13	11.34	11.59	11.85	12.10	12.26
MAINT	9.66	11.25	11.39	11.53	11.68	11.89	12.14	12.40	12.65	12.81

4/1/2018	1.5 %		1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years	25 Years
<b>Titles</b>	<b>Start</b>	<b>640</b>	<b>2080</b>	<b>4160</b>	<b>6240</b>	<b>10400</b>	<b>20800</b>	<b>31200</b>	<b>41600</b>	<b>52000</b>
<b>CNA</b>	11.03	12.05	12.38	12.55	12.70	12.90	13.16	13.42	13.68	13.83
<b>DIETARY HELPER</b>	9.80	10.91	11.01	11.14	11.30	11.51	11.76	12.03	12.28	12.44
<b>COOK</b>	10.54	11.69	11.85	12.01	12.16	12.36	12.63	12.88	13.14	13.30
<b>COOK HELPER</b>	9.80	11.44	11.58	11.72	11.88	12.09	12.34	12.61	12.86	13.02
<b>HSKP</b>	9.80	10.91	11.01	11.14	11.30	11.51	11.76	12.03	12.28	12.44
<b>MAINT</b>	9.80	11.42	11.56	11.70	11.86	12.07	12.32	12.59	12.84	13.00

**APPENDIX B**

**Bonus – A bonus will be paid on the first pay-period in December:**

**5 years or over of employment -- \$100.00**

**10 years or over of employment -- \$150.00**

4/1/2019	1.50%		1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years	25 Years
Titles	Start	640	2080	4160	6240	10400	20800	31200	41600	52000
CNA	11.20	12.23	12.57	12.73	12.89	13.09	13.36	13.62	13.89	14.04
DIETARY HELPER	9.95	11.07	11.18	11.31	11.47	11.68	11.94	12.21	12.47	12.63
COOK	10.69	11.87	12.02	12.19	12.34	12.55	12.82	13.07	13.34	13.50
COOK HELPER	9.95	11.61	11.75	11.90	12.05	12.27	12.53	12.80	13.05	13.22
HSKP	9.95	11.07	11.18	11.31	11.47	11.68	11.94	12.21	12.47	12.63
MAINT	9.95	11.59	11.73	11.88	12.03	12.25	12.51	12.77	13.03	13.20