

AGREEMENT

BETWEEN

**GRAND TRAVERSE COUNTY
DEPARTMENT OF HUMAN SERVICES**

**(GRAND TRAVERSE PAVILIONS/
GRAND TRAVERSE MEDICAL CARE)**

AND

**TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS LOCAL 214
GENERAL UNIT**

EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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A G R E E M E N T

This Collective Bargaining Agreement is effective January 1, 2022, by and between the GRAND TRAVERSE COUNTY DEPARTMENT OF HUMAN SERVICES, a municipal body corporate of the State of Michigan (hereinafter referred as the "Organization") and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE I 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 for the mutual interests of the parties and the general public.

ARTICLE II RECOGNITION

Section 2.1 Collective Bargaining Unit

The Organization hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Organization in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment:

All regular full-time and regular part-time employees of Grand Traverse Pavilions/Grand Traverse Medical Care in the classifications of Certified Nurse Aide (CNA), Pre-Certified Nurse Aides, Activities CNA, Restorative CNA, Environmental Services employees (Housekeeper, Custodian, Laundry, General Maintenance, Skilled Maintenance), Courtesy Driver, Universal Worker, and Child Care Assistant. Excluded from such representation are Registered Nurses, Licensed Practical Nurses, graduate nurses, technical employees, clerical employees, medical records technician, auxiliary or volunteers, professional employees, department heads, confidential employees, supervisors, social workers, irregular and on-call employees, seasonal employees, temporary employees, educational trainees, guards, and all other employees.

ARTICLE III EMPLOYEE CATEGORIES

Section 3.1 Categories of Employment

For purposes of this Agreement, categories of employees shall be defined as follows:

- A. Regular Full-Time Employee:

A Full Time employee is regularly scheduled to work at least sixty (60) hours per two-week period, subject to staffing needs of the Organization, and shall be subject to fill in for a regularly scheduled employee who may be absent or to meet staffing requirements, in excess of sixty (60) hours.

B. Regular Part-Time Employee:

A Part-Time employee is one who is regularly scheduled to work less than sixty (60) hours in a two-week period and shall be subject to fill in for a regularly scheduled employee who may be absent or to meet staffing requirements.

C. Temporary Employee:

A Temporary employee is one who is hired for limited projects or purposes and for limited periods of time not to exceed ninety (90) days; provided, however, that said ninety (90) days may be extended for up to an additional ninety (90) days by mutual Agreement between the Organization and the Union. These employees shall be advised at the time of hire that they are temporary employees. Such employees shall not be subject to the terms of this Agreement. Temporary employees shall gain no rights as to seniority and may be terminated without cause.

D. Irregular Employee:

- (1) An Irregular employee is one who is on an on-call basis and does not work a regular schedule. Such employees shall not be subject to the terms of this Agreement. Irregular employees shall gain no rights as to seniority and may be terminated without cause.
- (2) An employee who wishes to change to Irregular status must terminate employment. He/she may be requested to fill out a new application for employment at the employer's discretion and, if hired, may start at the beginning wage for a position. When a regular employee moves to on-call status, the Employer will provide the Union with notice of such change of status.
- (3) Should a regular position become available, an Irregular employee must terminate, and may be requested to fill out a new application for employment, and if hired, may start at the beginning wage for the position. The anniversary date shall be the first scheduled work day of regular employment.

E. Educational Trainee:

From time to time, the Grand Traverse Pavilions/Grand Traverse Medical Care participates in various educational and training programs. Any program in which participants are paid wages will be governed by the minimum wage law or program requirements. Such employees shall not be subject to the terms of this Agreement. Educational trainees shall gain no rights as to seniority and may be terminated without cause.

- F. Change of status in employee category may be granted upon approval of the Department Head, subject to final approval by the Administrator, and only when there is an opening and a replacement is secured.
- G. Employees employed in positions regularly scheduled at least 48 hours, but less than 60 hours per pay period (previously defined as "regular limited service") on or before December 31, 2012, shall continue to receive insurance and other benefits they received as regular limited service employees as long as employed in their current positions held on December 31, 2012 or another bargaining position of at least 60 hours. Employees hired on or after January 1, 2013 into positions regularly scheduled less than 60 hours per pay period (or current employees who voluntarily transfer into positions regularly scheduled less than 60 hours) will qualify for benefits provided to regular part time employees, as set forth herein.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1

The Organization retains the sole and exclusive right to manage and operate the Grand Traverse Pavilions/Grand Traverse Medical Care in all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this article is not to be construed as being all inclusive, but rather as an indication of the nature of the rights inherent in management.

Section 4.2

The Organization has the right to determine all matters pertaining to the services to be provided and the methods, procedures and means of providing such services; to plan, direct, and control its operations; to determine the location and extent of its facilities; to direct its work force, including the establishment of classifications of work (subject to negotiation of wages for each classification), to determine the number of personnel required, to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities, it being understood by the parties that only the general duties and range of skills are enumerated in class specifications and job descriptions, and that incidental duties similarly related, although not enumerated, are intended to be performed by employees as needed; to establish and change work schedules including overtime as required and consistent with the provisions of this Agreement; to administer pay and fringe benefit plans; to develop and control budgets; to introduce new improved methods and operations; to determine and change equipment, supplies, and other means of work production; to determine the qualifications of its employees and standards of workmanship; to maintain order and efficiency in its departments and operations; to

determine the starting and quitting times and the number of hours to be worked; and in all respects to carry out the ordinary and customary functions of management.

Section 4.3 Work Rules

The Union recognizes the exclusive right of the Organization to establish work rules and regulations governing the conduct of employees and to require the observance of rules, regulations, and standards.

Section 4.4 Subcontracting

The Organization has the right to contract and sub-contract work or operations of the Organization.

ARTICLE V
UNION SECURITY

Section 5.1 Dues Check-off

A. Collection of Union Dues and Representation Fee

Union dues and representation fees shall be collected and distributed pursuant to Section 5.3 (D).

B. Compliance with Law

All procedures and determinations under this section shall comply with the decisions of the United States Supreme Court, as well as other Federal and State court decisions which are not in conflict with decisions of the Supreme Court. If any provisions of this section are deemed invalid under Federal or State law, such provisions shall be modified by the agreement of the Union and the Organization to comply with the requirements of such Federal or State law, and pending such agreement the representation fee requirements shall be inoperative.

Section 5.2 Union Membership

The parties acknowledge the rights, responsibilities and prohibitions that are contained in Public Act 349 of 2012 and shall govern themselves in accordance with PA349. PA 349 shall supersede any term or condition in this Agreement that is in conflict with PA 349. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and PA 349 to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union.

Section 5.3 Check-off

- A. During the life of this Agreement, the Organization agrees to deduct Union membership dues and initiation fees, from the pay of each employee who executes and files with the Organization a proper check-off authorization

form, which shall be supplied by the Union.

- B. Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. Each such employee authorizes the Union and the Organization without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees. The Organization agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.
- C. A properly executed copy of the written check-off authorization form for each employee for whom dues and initiation fees are to be deducted hereunder shall be delivered to the Organization before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Organization.
- D. Deductions for dues and initiation fees for any calendar month shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues, initiation fees, and/or representation or agency fees. In the event an employee is absent from work during the first pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. The Union shall notify the Organization in writing of the proper amount of dues and initiation fees and any subsequent changes in such amounts. Deductions for any calendar month will normally be remitted to the designated Secretary-Treasurer of the Local Union not later than the twentieth (20th) day of each month, provided the Organization shall have received from the Union a billing statement setting forth the description of dues and assessments owing from each employee for that month.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

Section 5.4 Indemnification

The Union shall indemnify, defend and save the Organization harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees, arising out of or by reason of action taken or not taken by the Organization under this Article.

ARTICLE VI
REPRESENTATION

Section 6.1 Stewards

The Organization agrees to recognize Stewards and Alternate Stewards for the various classifications of employees as follows:

- A. Certified Nurse Aides (CNA's), Activities CNA's, Restorative CNA's:
 Three (3) Stewards and three (3) Alternate Stewards
- B. Environmental Services:
 One (1) Steward and one (1) Alternate Steward
- C. Universal Workers and Child Care Assistants:
 One (1) Steward and one (1) Alternate Steward

The Organization further agrees to recognize one (1) Chief Steward, who shall be selected from the elected Stewards. The duties of the Stewards shall be limited to the administration of this Agreement, including but not limited to, the investigation and processing of grievances. Alternate Stewards shall act only in the absence of the regular Stewards.

Section 6.2 Super Seniority

For purposes of layoff and recall only, the Chief Steward shall be senior on the seniority list, provided however, that such employee is qualified to perform the required work.

Section 6.3 Names of Authorized Stewards

The Union will furnish the Organization with the names of its authorized representatives, Stewards and Alternate Stewards and such changes as may occur from time to time in the persons holding such positions. The Organization shall not be required to recognize or deal with other than those so designated.

Section 6.4 Bargaining Committee

The Employer shall allow up to four (4) bargaining unit members designated by the Union to represent employees during contract negotiations. The Employer agrees to compensate members of the Bargaining Committee for reasonable lost time from his/her scheduled work at the regular rate of pay for time lost while meeting and conferring with Employer Representatives.

ARTICLE VII
GRIEVANCES

Section 7.1 Grievances

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit or by the Organization. Grievances are

limited to matters of interpretation or application of express provisions of this Agreement. All grievances must be filed in writing within five (5) days after the occurrence of events giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. The parties, recognizing that an orderly grievance procedure is necessary, agree that the following steps must be adhered to or the grievance is forfeited:

Step 1:

The grievance shall be reduced to writing on the regular grievance form mutually agreed upon, signed by the employee and/or steward and presented to the Department Head within five (5) days after the occurrence of events giving rise to the grievance. The Department Head shall answer said grievance in writing to the Union within five (5) days of receipt of same. The parties have further agreed that the grievance should be presented to the designated Administrative Secretary at this Step, who will then forward said grievance to the appropriate Department Head.

Step 2:

If the parties are unable to resolve the grievance in Step 1, the grievance shall be referred by the employee or Union representative to the Administrator or designee of the Organization, within five (5) days of the department head's written answer. The Administrator/designee, will investigate the grievance and arrange a meeting between representatives of the Union and representatives of the Organization, at which meeting the grievance will be discussed. Within five (5) days following the Step 2 meeting, the Administrator/designee, shall give his/her answer to the grievance in writing to the Union representative.

Step 3:

Arbitration: In the event the grievance is not satisfactorily settled at Step 2, the Union may submit the grievance to the Teamsters Local 214 internal Grievance Panel for its review.

The Union may submit written notice of its intent to arbitrate within sixty (60) days following receipt of the Administrator's written Step 2 answer, unless extended by mutual written agreement. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and procedures.

Selection of an Arbitrator. The Union and the Employer shall, by mutual agreement, select one (1) arbitrator who shall hear and decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service.

Expense of Arbitrator. The full fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. The grievant, or a representative of the grievants, if there is more than one, and the Steward shall be allowed to

attend the arbitration without loss of pay. In the case of a class action grievance, the Chief Steward shall be recognized as the grievant. Each party shall pay the expenses, wages, and any other compensation of its own witnesses.

Powers of an Arbitrator. The arbitrator shall have no power to alter, amend, add to or subtract from the express terms of this Agreement or make any recommendation with respect thereto. It shall be the obligation of the arbitrator to make an effort to provide the parties with a decision within thirty (30) days following the conclusion of the hearing.

Appeal. The arbitrator's decision shall be final and binding upon the Union, the Employer, and affected employees.

It is agreed that neither party shall have the right to arbitrate grievances: A) involving only written or oral reprimands; or B) not involving an employee losing time or benefits, unless the alleged violation is of a recurring nature. In no event shall Employer condonation of any past infractions of any work rule, regulation, duty, responsibility or policy be found by the arbitrator to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulations, duty, responsibility or policy; provided however, the Union reserves the right to contest discipline which it contends has been discriminatorily or disparately imposed. If the arbitrability issue is raised, the arbitrator shall decide the merits of the grievance only if arbitrability is affirmatively decided.

Section 7.2

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Organization, the Union, and any and all unit employees involved in the particular grievance.

Section 7.3 Time Limits

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement. Unless a time period specifically states "calendar days," Saturdays, Sundays and holidays recognized under this Agreement shall not be counted under the time procedures established in the grievance procedure.

Section 7.4 Claims for Back Wages

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation and all other employment compensation received from any source during the period in question. In termination grievances involving alleged resident abuse, the Employer shall not be liable for more than ninety (90) days lost pay unless the Employer is the cause of the delay. The Union, upon reasonable notice, shall have the right to examine the time sheets and

other records of the Organization pertaining to the computation or compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Organization for inspection.

Section 7.5 Lost Time for Processing Grievances

The Organization shall grant the Steward the necessary time off during working hours to process grievances with the Organization, provided that the Steward first receives permission from the Steward's immediate supervisor to leave the Steward's work station. Such permission shall not be unreasonably withheld, when work requirements permit. Any Steward who takes an unreasonable or unnecessary amount of time in grievance procedure matters shall be subject to disciplinary action.

Section 7.6 Election of Remedies.

If an employee elects to utilize the Grievance Procedure provided for in this agreement, and subsequently elects to utilize any available administrative or statutory scheme or procedure, such as, but not limited to a Veteran's preference hearing, civil rights hearing, or Department of Labor hearing, said grievance shall be held in abeyance until the administrative or statutory scheme or procedure has been concluded. The Organization agrees to notify the Union of the conclusion of any administrative or statutory scheme.

Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to no later than Step 3 of the grievance procedure, elect in writing either the grievance procedure or the statutory remedy as the single means of challenging the Employer's determination. If the employee elects to pursue the statutory remedy, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and shall not thereafter be a subject to any arbitration proceeding.

Section 7.7 Resident Abuse.

Employees who are prohibited from working for the Facility pursuant to MCL 333.20173a shall not be eligible for grievance arbitration of his/her discharge under this Agreement.

ARTICLE VIII
NO STRIKE - NO LOCKOUT

Section 8.1

The parties to this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Accordingly, it is agreed that during the term of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns, or interruptions of service. All

matters in dispute shall be handled in the manner provided by the grievance procedure and/or other contract provisions.

Section 8.2

The Organization agrees, as part of the consideration of this Agreement, that neither the Union, its officers, or official representatives shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns, or stoppages of work if the Union gives written notice to the Organization and the employees involved within twenty-four (24) hours of such action that it has not authorized the picketing, strike, concerted failure to report to work, slowdowns or stoppages of work, and such written notice directs the employees involved to return promptly to their jobs and/or cease any further violation of this Agreement.

Section 8.3

Any individual employee or group of employees who violate or disregard the prohibition of this article may be summarily discharged by the Organization without liability on the part of the Organization or the Union.

ARTICLE IX
DISCIPLINE AND DISCHARGE

Section 9.1 Just Cause

The Organization will not discharge or suspend any employee for disciplinary reasons without just cause. Discharge will be by proper written notice to the employee and the Union citing specific charges against such employee. Such notification shall be made immediately and shall be given the Union via written notification to a steward on duty with a copy sent to the Business Representative at the Teamsters Detroit Office address. The principles of progressive discipline will normally be followed, except in serious cases.

Section 9.2

The discharged or suspended employee will be permitted to review his or her discharge or suspension with his or her Steward, and the Organization will designate an area where this may be done before the employee is required to leave the property of the Organization.

Section 9.3 Expedited Grievance

Should a non-probationary employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within three (3) days from the date the discipline was imposed on the grieving employee.

Section 9.4 Patient/Resident Abuse Suspensions

During an Organization suspension for investigation of patient/resident abuse, the employee will be suspended with pay until the initial Organization investigation is concluded and an Organization determination is made.

Section 9.5

Any disciplinary action taken, or not taken, against an employee for violation of any rule, regulation, or policy of the Organization, which is accepted by the employee or by the Organization, shall not set a precedent for future settlements.

ARTICLE X
LAYOFF AND RECALL

Section 10.1

- A. The term "layoff" means a reduction in the working force due to decrease of work, limitation in funds or other reasons determined by the Organization. The Facility will endeavor to give as much notice as reasonably possible under the circumstances prior to the layoff of a bargaining unit employee.
- B. Layoff shall be first by classification. Layoff within the classification affected shall be by overall seniority (as defined in Article XII) and in the following order, provided that the employees who remain are qualified with a minimum orientation of ten (10) scheduled days worked to perform the work available.
- (1) Temporary employees
 - (2) Irregular employees
 - (3) Probationary employees
 - (4) Part-time employees
 - (5) Full-time employees
- C. Upon being laid off, an employee who so requests shall, in lieu of layoff, be permitted to assume a position in another equal or lower rated classification or department in the bargaining unit, provided that the employee is qualified as set forth in sub-paragraph B above to perform the required duties of that classification or department and has more seniority than the employee being replaced. Employees who change classification or department in lieu of a layoff shall be paid the wage rate in accordance with the schedule for that new classification or department.
- D. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of intent to return to work within three (3) calendar days of receipt of notice and shall then return within seven (7) calendar days of receipt of notice, or the employee shall be terminated, unless an extension is granted by the Organization in writing.

- E. In the event a recall is necessary on less than three (3) days' notice, the Organization may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed seven (7) days, until employees passed over because of their inability to return to work immediately are given notice to report for work at the end of said seven (7) day period, subject to the provisions of sub-paragraph D. above.

- F. Employees to be laid off for an indefinite period of time will be provided whenever possible, fourteen (14) calendar days notification of layoff by personal contact, telephone call, or written communication which shall be confirmed in writing by certified mail to the employee's last known address. The Chief Steward shall receive a list from the Organization of the employees being laid off on the same date the notices are issued to the employees.

Section 10.2

A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which the employee was laid off within the bargaining unit, and provided said employee is qualified to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and termination.

Section 10.3

The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

ARTICLE XI LEAVES OF ABSENCE

Section 11.1

A leave of absence is a written authorized absence from work. Only regular full-time, and regular part-time employees may be granted a leave of absence for the following reasons and in accordance with the following criteria:

- A. Eligible employees will be provided family and medical leaves pursuant to the provision of the Family Medical Leave Act (FMLA), as amended. Additional details for such leaves can be obtained from the FMLA posting and/or Human Resources office of the Organization.

Accumulated E.T.O time will be used for this purpose if available, with the exception that employees may at their option maintain a bank of forty (40) hours of earned time off and complete their leave on an unpaid basis. Upon returning to work, the employee shall be placed into the same classification which the employee held at the time that the Family Medical Leave was granted. An employee who fails to return to work at the end of

approved leave time shall be cause for termination. Exceptions may be made at the sole discretion of the Organization. The Organization reserves the right to not honor vacation requests through the next quarter upon return from FMLA leave.

- B. An Organization Leave of Absence (LOA) of up to twelve (12) weeks may be granted to employees in good standing, who have worked continuously for the Organization for at least six (6) months. Employees may request, in writing, a continuous family leave for the following circumstances: additional education or training or for extraordinary reasons deemed sufficient in the opinion of the Administrator or Designee.

Section 11.2 Application for Leave

An Organization Leave of Absence request must be submitted, in writing, at least thirty (30) days prior to the start of such leave. Exceptions to the thirty (30) day request requirement may be made for extraordinary circumstances, at the sole discretion of the Administrator or designee. A written request for Organization Leave must include the reason for absence, the exact date the leave will begin and the exact date the employee will return to work. Authorization or denial of a Organization Leave of Absence request shall be furnished in writing to the employee by the Organization. An employee who fails to return to work at the end of approved leave time shall be cause for termination. Exceptions may be made at the sole discretion of the Organization. Employees must utilize earned time off, if available, for such leave but may at their option maintain a bank of forty (40) hours of earned time off and complete their leave on an unpaid basis. The Organization reserves the right to not honor vacation requests through the next quarter upon return from a Organization leave of absence.

Section 11.3 Seniority on Leave

An employee on an approved leave of absence shall retain seniority accumulated as of the time said leave commences, but will not further accumulate seniority during such portion of the leave extending beyond the utilization of earned time off.

Section 11.4 Extension of Leave

Any request to extend an Organization Leave of Absence beyond the designated return date must be made at least ten (10) calendar days in advance of the end of the leave. Such extensions may be granted at the sole discretion of the Organization, not to exceed a total of twelve (12) weeks, with a maximum aggregate in combination with Family Medical Leave, of six (6) months. Exceptions may be made at the discretion of the Organization.

Section 11.5 Employment During Leave

If an employee uses a leave of absence for a reason other than stated at the time the request is made, the employee may be terminated. Employees shall not engage in employment elsewhere while on leave of absence, unless agreed to in writing by the Organization.

Section 11.6 Return from Leave

No employee shall return to work prior to the expiration of a leave unless otherwise agreed to by the Organization. Failure to return to work on the exact date scheduled shall be cause for termination. Exceptions may be made at the sole discretion of the Organization.

Section 11.7

Time absent on leave shall not be counted as time at work for any purpose, unless provided herein to the contrary.

Section 11.8 Military Leave

The re-employment rights of employees serving military duty shall be subject to applicable law.

Section 11.9 Jury Duty/Court Appearance

Employees shall be granted a leave of absence with pay when they are required to report for jury duty in a local, state or federal court. Employees shall be paid the difference between any compensation they receive for such duty and their regular wages, less mileage. Seniority will continue to accrue to the employee. Employees will be paid the full day after endorsing the check to the Organization, provided they return to work for any portion of their shift remaining after being excused from such duty.

Employees required by the Organization or any other public agency to appear before a court or such agency on matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties shall be granted a leave of absence with pay for the period during which they are required to be absent from work. Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent on such matters. Employees will be paid for such time after turning over the witness fees to the Organization.

Section 11.10 Leaves Without Pay

Leaves of absence without pay may be granted, when the Organization determines staffing requirements allow, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of scheduled working days will not exceed three (3) in any calendar year.

ARTICLE XII SENIORITY

Section 12.1 Definition

Seniority shall be defined as the number of hours worked in continuous service with the Organization commencing with the employee's last date of hire as a regular employee; provided, however, that for purposes of layoff and recall only, seniority shall be by last date of hire for full-time employees, regardless of hours worked. For purposes of this Agreement, an employee's service shall be considered continuous so long as that employee is working for the Organization or is on approved time off, excluding worker's compensation leave.

Section 12.2 Probationary Employees

- A. All regular employees shall serve a probationary period of five hundred (500) hours worked. If a probationary employee has failed to meet requirements of the job description after a period of five hundred (500) hours, and additional training to achieve competency is required, probation may be extended an additional two hundred (200) hours by mutual agreement in writing between the Union Business Representative and the Organization before the Union shall have recourse to the grievance procedure over termination.
- B. The Union shall represent probationary employees for the purpose of collective bargaining only. However, probationary employees may be terminated at any time by the Organization in its sole discretion, and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- C. During the probationary period an employee shall not be eligible for benefits unless expressly provided for in this Agreement. Employees who have successfully completed the probationary period of employment shall be put on the seniority list, and such seniority shall be as of their last continuous date of hire as a regular employee.

Section 12.3 Seniority List

The seniority list on the date of this Agreement shall show the names, shifts, classifications, and number of hours worked of all employees in the bargaining unit. The Organization shall update the seniority list monthly and will furnish the Chief Steward a seniority list following the last pay period of each month with a copy to the Business Representative.

Section 12.4 Chief Steward Seniority

Seniority with reference to the Chief Steward shall be in accordance with Article VI, Section 6.2.

Section 12.5 Loss of Seniority

An employee's seniority with the Organization shall terminate for the following reasons:

- A. If the employee quits or retires.
- B. If the employee is discharged or terminated.
- C. If the employee is absent for two (2) working days without following established notification procedures and supplying a reason satisfactory to the Organization for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made at the sole discretion of the Organization.
- D. If the employee fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made at the sole discretion of the Organization.
- E. If the employee is on layoff status consecutively for a period of eighteen (18) months or the length of seniority, whichever is less.
- F. If the employee is on a disability leave, including a worker's compensation leave, for a period of eighteen (18) months or the length of his/her seniority, whichever is less.
- G. If the employee is convicted of a crime for which the employee would be prohibited from working for the Facility under state or federal law.

ARTICLE XIII
JOB VACANCIES AND STATUS PREFERENCE

Section 13.1 Posting

A job vacancy shall be defined as an opening in a regular bargaining unit position as determined by the Organization, which shall be posted at a time deemed appropriate by the Organization. Regular bargaining unit job vacancies within Grand Traverse Pavilions/Grand Traverse Medical Care shall be posted for five (5) calendar days. Qualifications for filling such vacancies are set forth in Section 13.3 below. If none of the bidding employees meet the established requirements, the Organization may hire applicants from outside of the bargaining unit. An employee who bids on and is awarded a new position pursuant to this Section shall be disqualified from bidding on another position in the bargaining unit for ninety (90) days from the date of the prior award. The Employer may waive this disqualification upon request of an employee, in its discretion based on organizational needs.

Postings are limited to position, shift, and hours, and shall not guarantee job assignment or weekend rotation.

Section 13.2 Application During Leave

Employees who will be absent from work for an extended period of time due to illness, vacation or other approved leave may request, in writing, consideration for a particular job vacancy that may be posted in their absence. The Organization shall consider such written request the same as actually signing a bid for that particular job vacancy, if the employee is absent during the term of such posting.

Section 13.3 Criteria for Selection

The Organization shall exercise final appointing authority for filling vacancies. The following factors shall be included in determining selection:

- A. Knowledge, relevant examinations, training and ability to do the work
- B. Attendance records and performance evaluations
- C. Physical qualifications, where appropriate
- D. Where two or more employees are deemed equally qualified, the employee with the most seniority shall be offered the job.

The transfer of the employee awarded the vacant position may be temporarily postponed until a replacement for that employee is obtained by the Organization.

Section 13.4 Trial Period

The employee who is filling a vacancy in a different classification or a different department shall serve a trial period of five hundred (500) work hours. At any time during the trial period if the Organization determines the employee is unsatisfactory in the new position, the Organization shall have the right to return the employee to the employee's former classification or department, without loss of seniority. At any time during the trial period the employee may on his/her own volition request in writing to be relieved of the new classification, be returned to the former classification when there is an opening and a replacement is secured, and former rate of pay without loss of seniority.

Section 13.5 Rate of Pay

In the event that an employee fills a vacancy, the employee shall receive the rate of pay for the new classification equivalent to their seniority level.

Section 13.6 Rate of Pay for Temporary Assignment

When circumstances require an employee to temporarily assume the duties and responsibilities of a higher classification or department, said employee will thereafter be compensated at the rate of pay equivalent to their seniority level for that higher classification or department for the duration of the temporary assignment.

ARTICLE XIV
LONGEVITY COMPENSATION

Section 14.1

Regular full-time and regular part-time employees shall receive a longevity bonus payable by separate check on the second pay period date of December each year at the rate and under the following eligibility requirements:

- A. For such employees who have worked at least four (4) continuous years as of said payment date, but less than seven (7) continuous years with the employer--\$.15 per hour worked in the preceding 26 pay periods.
- B. For such employees who have worked at least seven (7) continuous years as of said payment date, but less than ten (10) continuous years with the employer--\$.20 per hour worked in the preceding 26 pay periods.
- C. For such employees who have worked at least ten (10) continuous years as of said payment date, but less than thirteen (13) continuous years with the employer--\$.25 per hour worked in the preceding 26 pay periods.
- D. For such employees who have worked at least thirteen (13) continuous years as of said payment date, but less than fifteen (15) continuous years with the employer--\$.35 per hour worked in the preceding 26 pay periods.
- E. For such employees who have worked at least fifteen (15) continuous years as of said payment date --\$.40 per hour worked in the preceding 26 pay periods.
- F. For such employees who have worked at least twenty (20) continuous years as of said payment date --\$.45 per hour worked in the preceding 26 pay periods.
- G. For such employees who have worked at least thirty (30) continuous years as of said payment date --\$.50 per hour worked in the preceding 26 pay periods.
- H. Hours worked for longevity compensation purposes shall include each hour actually worked and each hour of approved paid vacation and holiday time, but shall not include other compensated hours.
- I. Longevity compensation will be prorated upon termination, as long as the terminating employee gives two-week notice, and works the full two week notice period.

ARTICLE XV
UNIFORMS

Section 15.1

The Organization will furnish an initial allotment of four (4) uniform tops per employee, thereafter, tops will be replaced up to a maximum of two (2) per year.

ARTICLE XVI
SCHEDULING, OVERTIME AND SHIFT DIFFERENTIALS

Section 16.1 Master Schedules

The Organization will establish master work schedules a minimum of ten (10) days in advance for each department to provide sufficient staff as determined solely by the Organization, to maintain services twenty-four (24) hours per day and seven (7) days per week. By necessity, weekend work will be scheduled, overtime work may be scheduled, and employees shall be subject to being called in to meet staffing requirements, as determined solely by the Organization. It is the responsibility of all staff members to schedule personal business on their days off. In the event a specific need should arise necessitating a schedule change, the staff member may switch days with another employee. Changing days off with another employee will be allowed if accomplished by a written request signed by both parties involved, and if the request is submitted 24 hours in advance and approved by the person in charge of schedules.

Section 16.2 Lunch and Rest Periods

- A. An unpaid lunch period of one-half hour will be provided for each regularly scheduled shift of five (5) hours or more. Lunch periods will be scheduled according to department needs.

- B. Two fifteen (15) minute or one thirty (30) minute rest period with pay is available each regularly scheduled shift of seven and one-half (7 ½) hours. Three fifteen (15) minute rest periods with pay is available each regularly scheduled shift of twelve (12) hours. No rest period is provided for any scheduled shift of less than five (5) hours. For a scheduled shift of five (5) hours but less than seven and one-half (7 ½) hours, one fifteen (15) minute rest period with pay is available. Rest periods will be scheduled according to department needs, and employees are required to remain in the Organization during rest periods.

- C. The Organization reserves the sole right to schedule lunch and rest breaks to maintain efficient operation of the department.

Section 16.3 Overtime

Child Care Assistants:

Overtime compensation of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for approved hours worked in excess of forty (40) hours in a seven (7) day work week, beginning each Sunday at 7:00 a.m. Overtime must be over seven (7) minutes in length and authorized in advance by the employee's immediate supervisor or department head.

For all others in the unit:

Overtime compensation of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for approved hours worked in excess of eight (8) hours per day and forty (40) hours in a (7) day work week, beginning each Sunday at 7:00 a.m., provided, however, that employees who are regularly scheduled to work a shift in excess of eight (8) hours shall be paid overtime compensation of one and one-half (1 ½) times the employee's regular rate of pay for all approved hours in excess of the regularly scheduled hours for that shift. Overtime must be over seven (7) minutes in length and authorized in advance by the employee's immediate supervisor or department head.

The employer will attempt to offer overtime or opportunities for additional work in the affected classification by seniority on a rotating basis commencing initially with the most senior employee. The employee's sole remedy for failure of the Employer to follow this paragraph is priority for the next call-in opportunity. Except as provided below, employees will be offered the opportunity to leave when overstaffed and then by seniority on a rotating basis commencing with the most senior employee in the affected classification. However, an employee with any unscheduled absences in the pay period will automatically go to the bottom of the list of employees who may go home when overstaffed, regardless of the employee's seniority. Likewise, an employee with any disciplinary suspension days in the pay period will automatically go to the bottom of the list, regardless of seniority. If mandatory overtime is declined, it will be assigned to the least senior employee in the affected classification on a rotating basis.

Section 16.4 Weekend, Shift and Training Differentials

- A. A differential of one dollar (\$1.00) per hour will be paid for each hour worked on Saturday or Sunday, in addition to the employee's regular rate of pay.
- B. A differential of two dollars (\$2.00) per hour will be paid to employees who work a majority of their shift after 3 o'clock p.m. and prior to seven-fifteen (7:15) o'clock a.m., in addition to the employee's regular rate of pay.

- C. Employees assigned specific new employees as part of orientation training will be compensated \$.35 per hour when said orientees are assigned to them on their shift by the Staff Development Coordinator or Department Head and such hours eligible for the compensation will be identified on a separate schedule form sent to payroll at the end of each pay period.
- D. Provisions of Section 16.4 C, shall not apply to employees working in the classification of Child Care Assistant.
- E. Universal Workers who are assigned by the Employer the duty of passing medications shall receive a \$1.00/hour premium for the shift in which such responsibility is assigned.

Section 16.5

An employee who is not scheduled to work but is called to report for work during a shift or prior to the beginning of a shift will be paid as follows: (1) If the call is prior to the beginning of a shift and the employee arrives within one hour from the time of the call, the employee will be paid from the beginning of the shift; (2) if the call occurs after the beginning of the shift and the employee arrives within one hour from the time of the call, the employee shall be paid from the time of the call; and (3) if the employee arrives more than (1) hour after the time of the call the employee shall be paid from the time of the arrival.

ARTICLE XVII
EARNED TIME OFF

Section 17.1 Earned, Accumulated and Cashout

- A. Regular non-probationary employees are entitled to earned time off (E.T.O.), which may be used for vacation, holidays, personal days, sick leave or other approved leaves, subject to the guidelines contained herein. Probationary, temporary, irregular and educational employees are not eligible for E.T.O., regardless of length of employment.
- B. E.T.O. shall be credited as follows:
 0-500 hours worked .03 hours for each one hour worked
 500-2000 hours worked .05 hours for each one hour worked
 2000-4000 hours worked .11 hours for each one hour worked
 4000-20000 hours worked .13 hours for each one hour worked
 20000 plus hours worked .15 hours for each one hour worked

The above referenced E.T.O. accruals include the recognized holidays listed in Section 17.3, B.

- C. E.T.O. may be "banked" up to a maximum of 480 hours. E.T.O. hours in excess of 480 hours as of the first pay period in December of each year will be paid to the employee on the last pay period of the year as a bonus.
- D. An employee may cash out any accrued E.T.O. following Organization procedure, except during a payroll period in which a disciplinary suspension is imposed:
 - 1. To cash-out E.T.O. the employee must complete an on-line request and designate how many hours they wish to cash-out.
 - 2. The E.T.O. on-line request must be submitted no later than 8:00 a.m., the Monday preceding the pay date. Failure to submit the E.T.O. request by the deadline will result in forfeiture of the employee's right to cash-out E.T.O. for that pay period.
 - 3. The E.T.O. to be cashed-out may be added to the employee's regular paycheck.
- E. If an eligible employee has given the Human Resources Department at least two weeks' notice in writing of his or her intention to leave employment with the Organization, and further if that employee works the full two-week notice period, all accrued E.T.O. will be paid to said terminating employee. If an employee is unable to work the full two-week notice period because of illness, this requirement may be waived at the sole discretion of the Administrator, upon presentation of a physician's statement prior to the last day of employment attesting to the employee's inability to perform normal job duties.
- F. Up to forty (40) hours of accrued ETO may be used for the purposes of, and within the restrictions set forth, in the Michigan Paid Medical Leave Act.
- G. Unless otherwise specifically allowed in this Article, accrued ETO must be used for any absence from employment.

Section 17.2 Vacations

- A. An eligible employee will utilize accrued E.T.O. for approved vacation time. The Organization will grant one nurse assistant vacation per shift and additional nurse assistant vacations if staffing resources are available so as to not jeopardize nursing care.
- B. Vacations will be scheduled quarterly by the Organization so as not to interfere with resident care and effective operation of the Organization. Vacation requests of eligible employees must be submitted in writing to the department head by:

Nov. 1 for 1st quarter vacations (January-February-March)
Feb. 1 for 2nd quarter vacations (April-May-June)
May 1 for 3rd quarter vacations (July-August-September)
Aug. 1 for 4th quarter vacations (October-Nov.-December)

Requests will be processed based on seniority (hours worked). A vacation schedule will be posted by the 15th day of the month the request was submitted.

- C. Late requests for vacation may be granted if times are available.
- D. An employee with 20,000 or more hours of service on the date of request can take one weekend off per calendar year without making it up.

Section 17.3 Holidays

- A. Since the Organization operates on a seven-day basis it will attempt to schedule holidays off in a fair manner for eligible employees, subject to staffing requirements. The employer will schedule holidays so that employees can have every other holiday off, whenever possible.
- B. Regular non-probationary full-time employees have the following holidays on which they may have approved scheduled time off and for which they may utilize accrued E.T.O.:
 - New Year's Day or (New Year's Eve, night shift only)
 - Good Friday
 - Memorial Day
 - Independence Day (July 4)
 - Labor Day
 - Thanksgiving Day or day after Thanksgiving
 - Christmas Day or Christmas Eve Day
 - Birthday (after one year's service)
- C. Those full-time employees who work one of the above designated holidays will have the option of requesting payment for accrued E.T.O. time for the actual hours worked on the holiday in addition to their regular straight time pay, or only regular straight time pay.
- D. E.T.O. accruals listed in Article XVII, Section 17.1, B., already include Holiday Pay for each of the Holidays listed in this section for eligible employees.
- E. The holiday for the third (midnight) shift is the shift that commences on the evening prior to the holiday.

F. Holiday Premium Pay. Provided they satisfy the following, full time, regular part-time, and probationary employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for hours actually worked on the above holidays (excepting the employee birthday holiday). In order to be eligible to receive time and one-half as outlined above, employees must work both the employee's entire scheduled shift immediately preceding the holiday and the employee's entire shift immediately following the holiday and all their scheduled hours on the holiday to be eligible for time and one-half. Should an employee not work the entire shift before or after or on the holiday, an employee will be paid their straight time rate of pay.

If the Employer requests an employee to work on Thanksgiving, the Day after Thanksgiving, Christmas, or Christmas Eve, and the employee is scheduled off that holiday and agrees to work, the employee will be eligible for holiday premium pay.

Section 17.4 Funeral Leave

In the event of death in the immediate family up to forty (40) scheduled work hours may be taken off by an eligible employee, and any accrued E.T.O. must be utilized for such leave, with the exception of the twenty-four (24) employer-paid hours cited in this Section. If the employee does not have E.T.O. available, or if additional time is requested, time off without pay may be granted, at the discretion of the Administrator. "Immediate family" shall be limited to the employee's spouse, children, step-children, parents or foster parents, current step parents, parents of current spouse, grandparents, brothers or brothers-in-law, sisters or sisters-in-law, nieces, nephews, aunts, uncles, grandchildren, or a relative of the employee living in the employee's immediate household.

In the instance of a death of the employee's current spouse, children, current step-children, parents, brother, sister, grandparents, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, and grandchildren, the employee, on request, will be excused with pay for up to twenty-four (24) normally scheduled work hours from the date of death through the date of the funeral/memorial service, provided they attend the funeral/memorial service. The use of said twenty-four (24) paid bereavement leave hours may be adjusted in conjunction with the death and the funeral/memorial service, however, shall not exceed a total of twenty-four (24) paid bereavement leave hours for both.

Section 17.5 Personal Days

Should a regular non-probationary employee require a scheduled day off and is able to find a replacement acceptable to the person in charge of schedules for the department, a personal day may be granted. A written request signed by the employee requesting the personal day and the replacement must be presented to the person in charge of schedules in advance of the requested personal day. Personal days may be requested for no more than three (3) consecutive scheduled work days.

ARTICLE XVIII
WORKERS' COMPENSATION

Section 18.1

The Organization shall provide Worker's Compensation leave protection for employees in accordance with State law and the federal Family Medical Leave Act (FMLA) statute and regulations. Workers' Compensation and FMLA leaves shall run concurrently. During any such leave, the Organization will continue payment of health and dental insurance benefits for up to twelve (12) weeks of such leave. If the employee wishes to continue health and dental insurance benefits through the Organization beyond said twelve (12) week period, the employee must request in writing addressed to the Administrator, prior to the expiration of the twelve (12) week period, to have such coverage continued at the employee's expense. The employee will be allowed to continue such coverage at his or her expense to the extent that the applicable insurance carrier allow such continuation. Details for such continuation may be obtained from the Human Resources office of the Organization.

Section 18.2

Should an employee be hurt on the job and have to leave work early due to the injury, the Employer will pay the wages for the entire shift the day of injury.

Section 18.3

If the employee is injured on duty and is off work less than fourteen (14) days, the employee may use E.T.O. to cover lost wages until it is determined by the Work Compensation carrier if it is a covered claim. If Work Compensation agrees to pay the medical, then the Organization will cover the lost wages day 1-7 and restore the E.T.O. to the employee's bank. If there is no E.T.O. in the bank, upon confirmation of a paid claim, the Organization will retroactively pay the last scheduled work day wages from day 1 through day 7.

ARTICLE XIX
INSURANCE

Section 19.1 Health Insurance

- A. Health insurance coverage is available for all regular full time employees, effective no greater than ninety (90) days from date of hire. The Plan or Plans available and the maximum Employer contribution for premiums for such plans is as follows:

The Organization will contribute \$405.00 per month toward the health insurance premium (single, two-person, family) for eligible employees. The balance to be paid by the employee via payroll deduction. For employees who do not satisfy the requirements of the Pavillions' Wellness Initiative by the stated deadline, the Organization's contribution

to health care will be reduced to \$385.00 per month. Employees who satisfy the requirements of the Wellness Initiative will be eligible for an incentive, as determined by the Organization.

Employees who select the high deductible plan with the HSA will receive a \$40 per month contribution from the Employer into the employee's HSA.

- B. Employees are required to enroll for such insurance coverage within time period specified in the contract with the applicable carrier. The Organization agrees to give written notice to the employee prior to the expiration of the deadline.
- C. Any regular full time employee who is reclassified to regular part time or on-call status, will be eligible for insurance coverage, at their own expense, as required by Federal COBRA law. Details for such continuation may be obtained from the Human Resources office of the Organization.
- D. The Organization will continue payment of the Organization's portion of an employee's insurance premiums for up to twelve (12) weeks of approved Family Medical Leave (FMLA). Employees on an approved Organization Leave of Absence (LOA) of up to twelve (12) weeks, must pay the full insurance premium for such coverage, as is available through the applicable carrier. Details for such continuation may be obtained from the Human Resources office of the Organization.
- E. Should the health insurance premium increase more than 10% for any year during this contract, the parties agree to negotiate the scope of benefits to bring the health insurance premiums to a more fiscally responsible level.
- F. The Employer reserves the right, with advance notice to the Union, to implement an opt out payment for employees who decline the Employer's insurance coverage.

Section 19.2 Dental Insurance

The Organization offers a dental insurance program for its regular full time non-probationary employees, for which the Organization will pay the cost of a single premium. Dependent coverage is available at added cost for the eligible employee.

Section 19.3 Retirees' Health Insurance

Insurance coverage may be available through the Michigan Municipal Employees Retirement System under terms of the Michigan Municipal Employees Retirement System. Plan premiums, costs, and coverage will be as determined by the Michigan Municipal Employees Retirement System. Details may be obtained at the Human Resources office of the Organization or by contacting the Michigan Municipal

Employees Retirement System directly.

Employees hired prior to January 1, 2011, who have worked at least twenty (20) continuous years for the Organization, and who have reached at least age sixty-two (62) at the time of retirement will be provided a payment of up to \$500.00 per month (or the single subscriber premium cost to the organization, whichever is lower) up to age 65 to be used for the purchase of health insurance benefits. After reaching age 65, the retiree will be provided a payment of up to \$210.00 per month by a payment to the MERS retiree health reimbursement account set up for them. This payment shall cease upon the retiree's death.

Section 19.4 Insurance Carriers

- A. The Organization reserves the right to determine the respective insurance carriers and scope of benefits for the above described insurance programs.
- B. The Organization agrees not to change carriers or coverages unless the change is applied to everyone employed by the Organization.

ARTICLE XX
RETIREMENT PROGRAM

Section 20.1 Pension Plan

The Organization is a member of the Michigan Municipal Employees Retirement System (MMERS). All eligible employees become members at the time of employment.

Employees Hired Prior to January 1, 2022.

For employees hired by the Employer prior to January 1, 2022, the Organization is a member of the Michigan Municipal Employees Retirement System (MMERS) and all regular employees become members at the time of employment. The Organization will continue to provide the MMERS Plan C-Old with unit employees contributing through payroll deduction .4% of their total wages toward said retirement program. Any employee terminating employment with the Organization prior to retirement, who worked any period of time before December 31, 1981 and who contributed funds toward retirement, may withdraw those monies contributed by them. Information regarding the Retirement System is available at the Human Resources office of the Organization.

Upon adoption of the defined contribution plan set out below, current active employees will have the opportunity to 1) continue accruing service in the defined benefit plan; or 2) make a one-time election to convert the value of their current defined benefit from the existing defined benefit plan into the new defined contribution plan as a lump sum; or 3) make a one-time election to cease service accrual in the current plan and transfer to the new defined contribution plan for future service accrual.

Employees Hired After January 1, 2022.

Employees hired by the Employer on or after January 1, 2022 will be covered by the MERS of Michigan Defined Contribution Program. The terms of this program are as follows:

- Immediate vesting of Employer and employee contributions
- No employee contributions required or accepted
- Employer Contribution of 5.0%

Section 20.2 Deferred Compensation

A deferred compensation program is available to those employees who wish to tax shelter some of their current earnings. Information regarding this program is available at the Human Resources office of the Organization.

ARTICLE XXI
PAYMENT OF WAGES

Section 21.1 Wage Rates

The Organization shall pay wage rates for the respective classifications as set forth in Appendix A to this agreement.

Section 21.2 Pay Periods

- A. The pay period consists of fourteen (14) calendar days. The pay period ends at 7 o'clock a.m. every other Sunday.
- B. The work week consists of seven (7) consecutive days beginning on each Sunday of the pay period.

Section 21.3 Rates of Pay for New Classifications

Whenever the Organization establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have thirty (30) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Organization within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Organization and Union shall meet within thirty (30) calendar days to negotiate any change in such rate of pay.

Section 21.4 Recording Time Worked

All employees shall follow the procedure for recording time worked, as determined solely by the Organization.

Section 21.5 Reduction in Revenue/Reimbursement

If a substantial reduction in state or federal revenue or reimbursement to the Organization occurs, the parties will agree to meet within fifteen (15) days of the reduction notification to consider alternatives to layoff.

ARTICLE XXII
GENERAL

Section 22.1 Health and Safety

- A. The Organization shall make rules for the health and safety of the residents and employees. The employees are required to familiarize themselves and comply with such rules and with all current fire and safety procedures which are located at their work stations.
- B. An employee involved in any accident or incident shall immediately report to the employee's immediate supervisor said accident or incident and any physical injury sustained. An employee shall make out an accident/incident report in writing on forms furnished by the Organization and shall turn in all available names and addresses of witnesses to any accident or incident. Failure to comply with these provisions shall subject such employee to disciplinary action by the Organization.
- C. For Cause Alcohol and Drug Testing
In order to protect the safety and well-being of employees, constituents and visitors, possession or use of drugs (except for the purpose of providing them to constituents for whom they are prescribed), possession or use of alcohol, or being impaired by or under the influence of drugs or alcohol while at work or on the Organization's property is strictly prohibited.

As used here, "drugs" means any of the controlled substances identified in 21 USC (United States Code) 812, as amended, and the regulations promulgated thereunder, including, but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine, synthetic narcotics, designer drugs and prescription drugs (except prescription drugs prescribed for the employee and used in accordance with the directions of the employee's physician).

The Organization may require an employee to submit to urine testing for drugs and/or breath testing for alcohol when it has reasonable suspicion that the employee is using, impaired by, or under the influence of drugs or alcohol. Such suspicion may be based upon: 1) observation of specific objective facts including the appearance, behavior, speech, conduct or odor of the employee and the reasonable inferences drawn from these facts in light of the observer's experience or training; or 2) specific

objective facts regarding the employee's performance or attendance record which show a pattern of suspected use of drugs or alcohol or otherwise unexplained behavior or discipline problems; or 3) reasonable suspicion in connection with a work related injury which requires medical treatment. In addition, all employees who incur a work related injury which requires medical treatment from an outside facility will undergo an alcohol and drug test. To comply with Federal Motor Carrier Safety Regulations, all employees who maintain a current C.D.L. license as part of their job description, will be required to participate in a drug and alcohol testing program (as prescribed in Part 382) in addition to being subject to pre-employment, random, reasonable cause, post-accident, return-to-duty, and follow-up drug and alcohol testing, at the Organization's expense.

Testing shall be at the Organization's expense. Employees who are tested must consent to release of the test results to the Organization.

A refusal to take a test shall result in the same consequences as a verified positive test. The provisions of 49 CFR (Code of Federal Regulations) 40.191 and 40.261 describe what constitutes a refusal to test. Collection practices, specimen handling, laboratories which may be used for testing, test result verification process, testing of split specimens and actions to be taken in the event of problems with testing shall be substantively in accordance with the provisions of 49 CFR Part 40, as amended from time to time.

The cutoff limits for confirmation tests established in 49 CFR Part 40 shall be used to determine whether a drug test result is positive for those drugs for which such limits are set in that Part. For any other drug, the cutoff limits recommended by the manufacturer or recognized by the testing laboratory shall be used to determine whether a drug test result is positive. In the event that the cutoff limits established in 49 CFR Part 40 are revised and/or an agency of the federal government establishes cutoff limits for any additional drugs or metabolites, such revised or new cutoff limits shall be used. An alcohol confirmation test result of 0.04 shall be considered to be a positive test result and to verify impairment.

In the event of a positive confirmation test result, an employee may be subject to discipline up to and including discharge. However, at its discretion the Organization may instead refer the employee to a rehabilitation program, the cost of which, including any testing required by the rehabilitation program, will be borne by the employee.

Section 22.2 Union Visitation

Authorized representatives of the Union shall be permitted to visit the operation of the Organization during working hours to talk with the Stewards and/or representatives of the Organization concerning matters covered by this agreement, provided such visitations do not interfere with the progress of the work force. Prior to the occurrence

of such visits the Union will arrange any meetings with the Organization at a mutually agreed time and place, to be held in a non-work area.

Section 22.3 Training

Every employee is required to participate in in-service training if requested by the Organization, which time will be compensated. Voluntary off-duty in-service training attendance will not be compensated time. In-service training cost reimbursement will be subject to travel and in-service training regulations as established by the Board, to the extent of available funds designated for such purpose.

Section 22.4 Bulletin Board

The Organization will provide two (2) bulletin boards for the use of the Union. One in the Main building and one in the Cottages. Only official notices are to be posted and must have the approval signature of the Union business representative or the Steward for the Union. The Union will promptly remove from such bulletin board, upon written request from the Organization, any material which is detrimental to the Union-Organization relationship. All Union messages or notices shall be placed on said bulletin board and in no other location.

Section 22.5 Severe Weather

On occasion the weather may become so severe that the Administrator may declare a severe weather emergency. State law requires that the Organization have a **minimum** staffing even during severe weather. All employees are expected to comply with the Employee Emergency Staffing Plan posted in Departmental procedures. This decision to declare a severe weather emergency is made by the Administrator or Designee for the operation of the Grand Traverse Pavilions/Grand Traverse Medical Care. Once declared, the Administrator, or Designee, may excuse certain late arrivals and authorize payment for the full shift as follows:

- A. If an employee reports late for work during the severe weather emergency, but is two (2) hours late or less in punching the time clock, the supervisor may sign the time variance form as to indicate that the employee should be paid from the normal starting time of that shift. This assumes evidence that the employee did, in fact, make every effort to arrive at work on time.
- B. If the employee is more than two (2) hours late, the employee may request earned time off for the difference between the hours worked and the normal shift, or the employee may work the equivalent of a normal shift, with the approval of the supervisor, (supervisor signing a time variance form), by staying beyond the normal quitting time, if work is available.
- C. If an employee is unable to come to work as scheduled, missing the total shift, and work is available later in the same week, the employee may request to be re-scheduled. The decision to re-schedule will be made based on the needs of the Organization and the discretion of the Department Head.

- D. Persons who miss the entire scheduled shift during a declared severe weather emergency will not have that day charged against absenteeism. It will be considered a non-scheduled day. As such, no Earned Time Off (E.T.O.) will be authorized for the non-scheduled day.
- E. All employees who work during a declared severe weather emergency will be paid an additional \$.25 per hour for each hour worked.
- F. If the Administrator declares a severe weather emergency following the start of a given shift, such severe weather emergency shall become effective back to the start of the previous shift.

Section 22.6 Vital Information

All changes in name, address, telephone number, tax exemptions, dependents, beneficiaries, or other legally required information must be made with the Human Resource Department as soon as possible to insure continuity of insurance and pension benefits, as well as accuracy of income tax withholding. An emergency telephone number should be provided by each employee to be kept on file to notify a responsible party should an employee become ill or incapacitated.

Section 22.7 Anniversary Date

The employment anniversary date will be the first scheduled work day of regular employment.

Section 22.8 Resignation

An employee who plans to resign a position with the Organization must give a minimum two (2) week advance notice in writing to the Human Resources Department. Said two (2) week period must be worked in order to collect benefits due. The effective date of termination notice is considered the date the Human Resources Department receives the termination form. Vacation days or special requests for time off cannot be utilized during the notice period. Failure to provide notice as required or failure to work the entire notice period will result in loss of all accrued and earned benefits. If an employee is unable to work the full period due to illness, the employee, prior to the last day of employment, must secure and present a physician's statement indicating such inability to work in order to have this requirement waived. The decision to waive this requirement can be made only at the sole discretion of the Administrator.

Section 22.9 Captions

The captions used in each section of this Agreement are for identification purposes only, and are not a substantive part of the Agreement.

Section 22.10 Subpoenas

The Employer agrees not to count any absence which occurs as a result of a court subpoena as an incident in relation to the employer's absenteeism policy.

ARTICLE XXIII
SAVINGS CLAUSE

If any article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be reinstated by such tribunal, the remainder of the Agreement and any addendum shall not be affected thereby. In the event of any such determination of invalidity, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXIV
DURATION AND REOPENING OF AGREEMENT

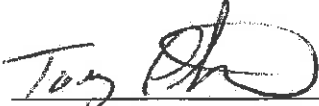
This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until the 31st day of December, 2024, subject to the reopening provisions hereafter described. The Agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other, in writing, at least ninety (90) days prior to expiration that it desires to modify or terminate the Agreement.

Second Year. It is agreed that this Agreement may be reopened during its term at the option of either party on January 1, 2023, upon written notice to the other party of a desire to reopen given on or before the ninetieth (90th) day prior to January 1, 2023. If this Agreement is reopened, the reopener negotiations shall be specifically limited to insurance (Article 18) and the direct annual salary schedule as set forth in Appendix A to this Agreement. All other provisions of the Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated in accordance with its term.

Third Year. It is agreed that this Agreement may be reopened during its term at the option of either party on January 1, 2024, upon written notice to the other party of a desire to reopen given on or before the ninetieth (90th) day prior to January 1, 2024. If this Agreement is reopened, the reopener negotiations shall be specifically limited to insurance (Article 18) and the direct annual salary schedule as set forth in Appendix A to this Agreement. All other provisions of the Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated in accordance with its term.

SIGNATURES

Teamsters State, County
And Municipal Workers
Local 214



Tony Pletscher,
Business Representative

Date: 10-27-21

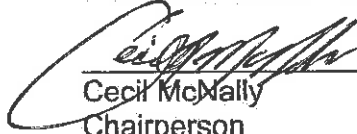


Bargaining Team



Bargaining Team

Grand Traverse County
Department of Health and Human
Services Board (Grand Traverse
Pavilions/Grand Traverse/Medical Care)



Cecil McNally
Chairperson

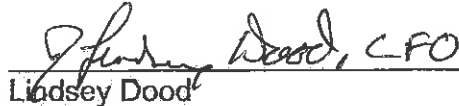
Date: 10/28/2021



Rose Coleman



Robert Barnes



Lindsey Dood



Diane Mallory

**GRAND TRAVERSE PAVILIONS
GRAND TRAVERSE MEDICAL CARE
APPENDIX A
GENERAL UNIT WAGE SCHEDULE
2022**

The following wage schedule shall be in effect for 2022 commencing the first payroll period following ratification of this tentative Agreement:

	START	1000 Hours	2,000 Hours	4,000 Hours	6,000 Hours
Nursing					
<u>CNA and Restorative CNA Activities CNA</u>	\$18.02	\$18.59	\$19.19	\$19.79	\$20.41
<u>Nurse Aide (non-certified)</u>	\$16.43	\$17.00	\$17.60	\$18.20	\$18.82
Environmental Services					
<u>Housekeepers/Custodians/ Laundry</u>	\$15.32	\$15.75	\$16.20	\$16.48	\$16.79
<u>General Maintenance</u>	\$16.63	\$16.86	\$17.10	\$17.52	\$17.96
<u>Skilled Maintenance</u>	\$18.60	\$18.82	\$19.05	\$19.48	\$19.93
Universal Worker	\$14.70	\$15.14	\$15.54	\$15.85	\$16.15
Child Care Assistant	\$14.70	\$15.14	\$15.54	\$15.85	\$16.15
Courtesy Driver	\$14.70	\$15.14	\$15.54	\$15.85	\$16.15

New hires in unit classifications may be hired at a higher wage step beyond the "Start" step based upon previous work experience in a nursing home, hospital or childcare setting.

APPENDIX A (CONTINUED)

Census Bonus for the 2022 Calendar Year. The Employer will pay a bonus to bargaining unit employees based on achieving the following Skilled Nursing and Cottages Assisted Living/Independent Living combined average census levels for each quarter:

220 - 243.9 \$0.25 per hour

245 - 268.9 \$0.50 per hour

270 - 293.9 \$0.75 per hour

295 – 321 \$1.00 per hour

Bonus to be paid in the month following each calendar quarter ending for all hours actually worked during the previous quarter.

LETTER OF UNDERSTANDING

**GRAND TRAVERSE COUNTY DEPARTMENT OF HUMAN SERVICES
(GRAND TRAVERSE PAVILIONS/
GRAND TRAVERSE MEDICAL CARE)
-AND-**

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214
(GENERAL UNIT)**

In consideration of the ongoing state-wide staffing crisis and the desire of the parties to take all steps necessary to retain its employees and recruit new employees, the parties agree that the Appendix A wage scale increases and the increased shift and weekend premiums set forth in Article XVI negotiated by the parties will be effective as soon as administratively possible after ratification of the parties' Tentative Agreement. All other provisions of the Tentative Agreement will be effective on January 1, 2022 or as otherwise agreed by the parties.

**Teamsters State, County
And Municipal Workers
Local 214**


Tony Pletscher,
Business Representative

Date: 10/28/2021


Candice Tiffany
Bargaining Team



Rogan Henderson
Bargaining Team

**Grand Traverse County
Department of Health and Human
Services Board (Grand Traverse
Pavilions/Grand Traverse/Medical Care)**


Cecil McNally
Chairperson

Date: 10/28/2021


Rose Coleman


Robert Barnes


Lindsey Dood, CFO


Diane Mallory

