

# **Collective Bargaining Agreement By and Between**

## **St Vincent Catholic Charities**



**And**

**OPEIU Local 459**



**September 1, 2010 to August 30, 2014**

**(Wage and Health Care opener in 2012)**

## **Preamble**

This Agreement is entered into this 22<sup>nd</sup> day of March 2011, by and between St Vincent Catholic Charities, Inc., hereinafter referred to as "Employer," and its successors, and the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the "Union" and its successors.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The parties support the child-centered Catholic mission of the Saint Vincent Children's Home. The parties therefore pledge to work together for healing, health and sound development of the children who are residents of the Saint Vincent Children's Home.

## **Recognition**

The Employer recognizes the Union as the Exclusive Bargaining Agent for employees in the following bargaining unit:

All full-time and regular part-time non-professional employees including Youth Advocates (formerly Youth Intervention Counselors) and Night Counselor Youth Advocates (formerly Night Monitors), Lead Youth Advocates, Medical Assistants, Food Service Workers, Maintenance Workers and Secretaries employed by the Employer at its facility located at 2828 West Willow, Lansing, Michigan; but excluding professional employees, managerial employees, confidential employees, guards and supervisors as defined in the Act, and all other employees.

## **Article 1 Management Rights**

1.1 The Union agrees that except as these rights may be otherwise specifically limited herein, the Employer has and retains the exclusive right to take any and all action as it may deem proper with respect to the management of its facility, and the direction of its affairs and working forces, including but not limited to the following rights: the right to hire, recall, transfer, promote employees, and to maintain efficiency of employees; to reprimand, demote, suspend, discipline, and discharge employees for just cause (subject to the grievance procedures in this Agreement); to lay off employees; to determine the scheduling of work and the work to be performed by employees; to determine the methods, processes, and equipment to be employed; to change methods as it deems best; to determine the quality of service to its residents; and to require employees to conform to Employer rules.

1.2 Chain of command: refer to the individual or individuals responsible for supervision of a position and those responsible for their supervision up to and including, the President of the agency. A typical chain of command in the agency would be: your immediate supervisor, coordinator, program director, your Vice President and the President of the agency. Management employees: supervisor and above (i.e., coordinators, directors)

## **Article 2 No Strikes - No Lockouts**

2.1 The Union, its officers, agents, and employees covered hereby, jointly and separately agree that they will not cause, authorize, take part in, encourage, condone, aid, or support any strikes or work stoppages, picketing, sit-downs, stay-ins, slowdowns, curtailment, restriction of production, or interference with work in or about the Employer's premises during the term of this Agreement. If any of the foregoing actions should occur during the term of this Agreement, the Union will, upon notice by the Employer of such action, immediately thereafter disavow its sanction of such action to the Employer and its members, shall notify and request members to cease such action and

return to their employment and take such other reasonable actions requested by the Employer to end such action. The Employer may discipline employees taking part in such action up to and including immediate discharge.

2.2 The Employer agrees it will not affect or engage in any kind of lockout action against employees covered hereunder during the term of this Agreement.

### **Article 3 Union Security and Union Dues**

3.1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union in good standing upon completion of the probationary period.

3.2 The Employer further agrees that all new employees hired subsequent to the effective date of the Agreement shall, as a condition of employment, become and remain members in ~~of~~ good standing, following satisfactory completion of the probationary period.

3.3 Employees shall be deemed to be members of the Union in good standing within the meaning of the Article if they have tendered initiation fees required of all members and are not more than ninety (90) days in arrears in payment of membership dues.

3.4 The Employer agrees to deduct Union initiation fees and dues from the wages of each employee of the bargaining unit upon completion of the probationary period and receipt of an acceptable signed authorization for deduction. Each employee of the bargaining unit shall sign and deliver to the Employer a signed authorization form authorizing the Employer to deduct Union dues and initiation fees. The written authorization shall continue in effect unless revoked in writing.

3.5 The Employer shall furnish the Union with an alphabetical check-off list. The Union shall advise the Employer, in writing, of any variations in the amounts to be deducted. The specified deductions shall be made each pay period. The Employer shall forward said deducted sums within

two weeks following the second deduction of each month to an address designated by the Office & Professional Employees International Union, Local 459, AFL-CIO.

3.6 The Union shall indemnify and hold the Employer harmless against inadvertent administrative errors of the Union and any and all claims, demands, suits or other forms of liability alleged by any employee (including costs and attorney fees) that shall arise out of or by reason of action taken by or not taken by the Employer in the enforcement of this Article at the Direction of the Union.

#### **Article 4 Union Representation and Rights**

**4.1 Union Stewards.**

- a. The Union shall name up to six (6) stewards for the bargaining unit ; one for each residential unit, one for support staff, one for Night Youth Advocates. More than one (1) steward may come from the same residential unit but all four (4) of the residential unit stewards shall not come from the same residential unit.

One of the six will be appointed by the Union Executive Board to serve as a Chief Steward.

b. The Chief Steward shall

1. Receive the Union copies or notifications of disciplinary actions
2. Receive the Union copies of work rules
3. Participate in the Step 2 Grievance Process (unless the grievance is from their unit/department, in which case he/she will start at Step 1)

- c. Steward list - The Union shall furnish to the Human Resources department a list of all stewards and shall also submit changes to the list as they occur. The employer shall have no obligation to deal with an employee not named in writing as a steward by the Union.

- d. Release time – The steward shall not suffer any loss of pay for

representing employees during meetings with the employer. Stewards and the Chief Steward may collectively devote no more than six scheduled work hours to such activities in any calendar week (Friday - Thursday following the pay period) unless both parties mutually agree to extend the time. No more than one hour scheduled work time in a calendar week may be devoted to the investigation and processing of a single grievance or to the pre-grievance discussion. The steward will notify his/her immediate supervisor or the support supervisor at least one (1) hour ahead of the meeting time that he/she is to investigate a complaint or handle a grievance. No complaint or grievance will be investigated when such will disrupt the proper functioning of the programs of the employer.

- e. The steward or the Local Service Representative will be given time at each new hire orientation where bargaining unit employees are in attendance to present information and answer questions. The employer shall notify the Union of the orientation times, attendees and any changes. The time shall be during the orientation lunch period.

#### 4.2 Negotiating Team

- a. The Employer agrees to recognize a negotiating team comprised of four (4) employees, with no more than two (2) employees from any one department, for the purpose of negotiating a new agreement at the end of the term of this agreement. If representatives from one department are not interested all can come from one department.
- b. The Union bargaining team will be paid their regular hourly wage for any bargaining time spent in negotiations which falls during their regularly scheduled work time. The Union will reimburse the agency for 50% of the employees' wages. Bargaining time means time spent in actual bargaining sessions or in caucuses held on scheduled bargaining days when such hours are part of their regular scheduled work hours. Time spent by Union members engaged in bargaining will not be deemed or considered time worked for overtime or other wage

and hour purposes. The agency will have no obligation to reimburse or compensate Union bargaining team members for:

- (1) any overtime lost due to bargaining
  - (2) any other expenses or losses incurred as a result of their participation in bargaining not expressly covered by this section.
- c. One of the four bargaining unit team members will automatically be the Chief Steward.
  - d. The Union shall notify the Employer in writing who is on the team. The Union may have non-employee representatives on team as desired. Negotiations shall take place at a mutually agreed time.
  - e. There will be a quarterly joint labor management meeting to address agreements reached during the bargaining process and additional problems and issues mutually agreed upon.
- 4.3 Bulletin Board. The Employer agrees to provide space on a bulletin board in the time card room for the use of the Union. The Employer may remove any posted material which is degrading or unprofessional.
- 4.3 Copies. The Employer shall make available an electronic copy of this Agreement to each bargaining unit employee. In addition a hard copy shall be available on each unit.

## **Article 5 Special Conferences**

- 5.1 Special Conferences shall be arranged between the Union and the Employer at the request of either party except that neither side shall be required to meet more than once every three (3) months. Special Conferences may be held on matters of a serious and important nature. Special Conferences may be held to clarify items in the Collective Bargaining Agreement. An agenda shall be submitted in advance of the conference by the party requesting the Special Conference. The Special

Conference shall be limited to the agenda items. Special Conferences shall be held at a mutually agreed upon time and shall be limited to two (2) hours duration unless extended by mutual agreement of the parties.

- 5.2 Prior to the meeting, each party shall notify the other as to who will serve as their representative(s). The Union Steward shall be paid for lost scheduled work time spent in special conferences.

### **Article 6 Committee Participation**

6.1 If the employer has an interest in having a representative from the bargaining unit serve on a Standing Committee or a Special Interest Committee, the employer will contact the Chief Steward, and/or the Union Service Representative. The employer will submit suggested representative(s) to the Chief Steward, and/or the Union Service Representative.

If a change or additional discussion is necessary, the Chief Steward and/or the Union Service Representative will make that determination and inform the employer of its next choice.

At no time will any bargaining unit members who have not been approved by the Chief Steward, and/or the Union Service Representative, serve on a committee.

### **Article 7 Grievance and Arbitration Procedure**

7.1 Definition of a Grievance. For the purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee or employees covered by this Agreement concerning the application and/or interpretation of a specific provision or provisions of this Agreement or of a policy or work rule of the Employer.

7.2 Review Procedure. All complaints and grievances shall be processed in the following manner:

**Discussion.** When an employee and a direct supervisor have a dispute both are encouraged to resolve it through discussion, with or without the employee's steward present (at the employee's option). Any satisfactory resolution must be in compliance with this Agreement and with current policies. If no satisfactory resolution is achieved or if the employee chooses to go straight to step one, the complaint may be reduced to a written grievance and formally processed according to the following steps:

**Step 1.** Within ten (10) working days of the events upon which they are based, or when the employee reasonably should have learned of such events which gave rise to the complaint, the employee and her/his steward shall state her/his complaint in writing by giving a factual account of the situation, citing the section of the contract involved, specifying the relief requested and signing her/his name and submitting the grievance to the employee's supervisor. A meeting will be held within ten (10) working days of the supervisor receiving the grievance. The employee, her/his steward, her/his supervisor and that supervisor's immediate supervisor will discuss the grievance and a written response will be provided to the employee and her/his steward within the ten day period.

**Step 2.** If the grievance is not satisfactorily resolved in Step 1, the grievance may be appealed to the Program Director by submitting the grievance to her/him within five (5) working days after receiving the answer in Step 1. In the event that the supervisor's supervisor is the Program Director then the Vice President of Human Resources will be involved in the Step 2 meeting. The employee, his/her steward, the Program Director, and the Union Service Representative (Human Resources may also attend) shall discuss the grievance within five (5) working days with the objective of resolving the grievance. The Program Director/VP of Human Resources shall place her/his answer on the grievance within five (5) working days after the meeting.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed to the President by submitting notice within five (5) working days after the answer was received in Step 2. The President shall meet with the grievant, her/his steward, and Union Service Representative (Human Resources may also attend) at a mutually agreeable time within the next thirty (30) calendar days to

review the grievance. The President shall give his/her response within ten (10) working days after the meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3 and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the response in Step 3, file a Demand for Arbitration with the Employer.

7.3 Selection of Arbitrator. The arbitrator shall be selected by alternate striking from the list attached as Appendix A.

7.4 The arbitrator shall have full authority to decide the issues in dispute, except that he/she shall not have authority to add to or subtract from the provisions of this Agreement. His/her decision and award shall be final and binding on all parties.

7.5 Fees and expenses of the arbitrator shall be borne equally by the parties.

7.6 If either party, after due written notice of the date and time thereof, should fail to appear and present its case or defense in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidence presented.

7.7 No arbitrator shall have any right or authority to issue any decision or decisions awarding back pay prior to two (2) weeks before the date the grievance was first brought to the attention of the supervisor involved under Step 1 hereof.

7.8 All claims for back wages in discharge grievances shall be limited to the amount of wages that the employee otherwise would have earned, less compensation for personal services that the employee may have received from any other source, provided that in the event an employee had outside income prior to the events giving rise to the grievance, there shall be no offset to the extent that the employee had such pre-grievance earnings. Any increase in earnings shall be offset, however.

7.9 Any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

7.10 Time Limitations. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall be deemed denied and may advance to the next step, including arbitration, upon timely notice from the Union. The time limits established herein may be extended by mutual agreement in writing. Any dispute as to timeliness shall be decided by the Arbitrator. In computing working days under the grievance procedure, Saturday, Sunday and holidays shall be excluded

## **Article 8**

### **Discharge, Policy or Class Action Grievances**

8.1 Any grievance over a discharge must be filed in writing with the President within ten (10) working days of the discharge or it shall be waived. The Employer shall meet with the Union if requested and give its written answer within ten (10) working days following the Step 3 grievance meeting. If not satisfied with the answer, the Union may appeal to Arbitration within the time provided by Article 7 6, Arbitration.

8.2 Policy or Class Action Grievances: Grievances which affect the bargaining unit as a whole or an entire classification of employees may be filed as a policy or class action grievance. Such grievances must be signed by at least one affected employee and a steward and must be filed at Step 2 of the Grievance Procedure within ten (10) working days of the events upon which it is based.

## **Article 9 Discipline**

9.1 Disciplinary action taken by the Employer will be for cause and will be dependent upon the nature and seriousness of the offense or infraction, and the prior disciplinary records of the employee, if applicable. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.

9.2 Chain. The regular disciplinary action chain shall be as follows:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension(s) without pay
- (d) Termination

Disciplinary action is the responsibility of a supervisor or the direct chain of command. Therapists are not a member of the management chain of command for employees covered under this contract.

Discipline is intended to be corrective in nature and progressive.

Management will not present barriers to Union members exercising their Weingarten Rights.

9.3 Employee Copy.

A copy of all discipline written warning and above will be given to the employee and a copy will be put in the employee's personnel file.

9.4 Union Copies.

The Chief Steward and the Local Service Representative will be given a copy of any disciplines written warning and above.

9.5 Prior Disciplines. In imposing any discipline, the Employer shall not take into account any discipline which was imposed more than fifteen (15) months prior. Any incidents of working under the influence will be handled in accordance with the agency Drug and Alcohol policy.

9.6 Clearing of Record. Disciplinary actions noted in the supervisory record and in the personnel file will be removed from the employee's file expire after fifteen (15) months; twelve (12) months for violation of the attendance policy.

9.7 Grievances. Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the Grievance Procedure ten (10) working days from the date that the Union has had reasonable knowledge of the action taken by the employer.

9.8 Timelines of Counseling or Discipline. The Employer shall tender any discipline within fifteen (15) working days of the time Employer became aware of the events leading to the discipline. This timeline shall not apply if the Employer is still investigating the events and the employee has been notified in writing that an investigation is taking place.

## **Article 10 Work Rules**

10.1 The Employer reserves the right to establish and change from time to time reasonable rules governing the conduct of its employees. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, after a copy is received by the Local Service Representative and Chief Steward or such objections shall be waived. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step 2 of the Grievance Procedure.

## **Article 11 Bargaining Unit Work**

11.1 Bargaining Unit Work. The parties recognize that the Employer has a small work force and that bargaining unit and non-bargaining unit personnel function closely in an integrated way to achieve the objectives of St. Vincent Home. Because of size and the nature of work, from time to time non-bargaining unit employees may perform what otherwise might be considered bargaining unit work. This practice shall not directly result in a reduction of hours, or in the layoff

of bargaining unit workers.

11.2 Should the Employer subcontract any work which would directly result in the lay-off of any bargaining unit members, it shall give the Union thirty (30) days prior notice, and if requested, meet and bargain over the effects of such subcontracting within the same thirty (30) days.

11.3 The Employer reserves the right to use student interns and volunteers to assist in the performance of bargaining unit work. They shall not be considered or covered under this Agreement. Such person may be used at anytime as long as their use does not cause an employee to be laid off, to have their hours reduced below the regularly scheduled hours, or cause them a reduction of overtime hours. Whenever Volunteers are used the supervisor or the Program Coordinator of the department will assess and assign the work to be completed. Staff may be asked by the supervisor or assistant manager within that department, to support volunteers. At no time will any staff be responsible for the direct supervision, or training of the Student interns, Volunteers, etc. In the absence of the Supervisor, the Lead Youth Advocate will be the staff to be in direct contact with the Student intern.

## **Article 12**

### **Non-Discrimination and Sexual Harassment**

12.1 The Employer and the Union agree not to discriminate against applicants or employees on the basis of race, color, creed, religion, age, gender, marital status, height, weight, national origin, sexual orientation or handicap which is unrelated to an individual's ability to perform, with or without accommodations, the duties of a particular job or position.

12.2 The Employer agrees not to discriminate against any employee on the basis of Union activity.

12.3 The Employer and Union will support a workplace free of sexual harassment, and to that end the Employer will adopt and maintain a policy prohibiting sexual harassment.

12.4 The Employer and the Union agree that alleged violations of this article shall not be subject to the grievance procedure.

**Article 13**  
**Definition of Departments**

13.1 As used in this Agreement, the following "departments" shall be recognized:

- (a) Children's Services
- (b) Food Services
- (c) Administrative/Clerical
- (d) Maintenance

The following classifications exist within each department

- (a) Children's Services
  - 1. Youth Advocate
  - 2. Lead Youth Advocate
  - 3. Night Youth Advocate
  - 4. Lead Night Youth Advocate
  - 5. Medical Assistant
- (b) Food Services
  - 1. Assistant Food Service Manager
  - 2. Food Service Worker
- (c) Administrative/Clerical
  - 1. Secretary
- (d) Maintenance
  - 1. Maintenance Worker

**Article 14**  
**Bargaining Unit Job Descriptions**

14.1 The Employer will develop and maintain job descriptions reflecting the general duties of each classification and the minimum qualifications for each classification. Prior to implementation of new job descriptions, or any revision of existing job descriptions reflecting a significant change in duties, the Employer agrees to submit said

new revised job description to the Union for their review and comment.

## **Article 15 Training**

15.1 New employee orientation and shadowing is the supervisor's responsibility. The supervisor will be accountable for assuring staff has been trained on the Training and Shadowing Checklist topics.

15.2 If the employer has an interest in having a representative from the bargaining unit become a trainer, the employer will contact the Chief Steward, and/or the Union Service Representative to begin dialogue about the following:

- \* Name(s) of recommended employee(s) to become trainer(s)
- \* Purpose of the Training
- \* Time and frequency of Training
- \* Expectations of the recommended trainer(s)

If a change or additional discussion is necessary, the Chief Steward and/or the Union Service Representative will make that determination and request to meet with the employer.

At no time will any bargaining unit member who has not been approved by the Chief Steward, and/or the Union Service Representative, serve as a trainer.

Interpretive Statement: 15.2 is in regards to training modules such as, but not limited to, LSCI, TCI, First Aid, CPR.

Any bargaining unit member who serves as a trainer of other agency employees shall be compensated at an additional \$1.00 per hour above their base rate for time spent in the trainer role.

## **Article 16**

### **Definition of Employees**

16.1 Bargaining Unit employees shall be hired into one of the following status:

- (a) **Full-Time.** A regular full-time employee is one hired as such and who usually works seventy two (72) hours or more per pay period.
- (b) **Part-Time.** A regular part-time employee is one hired as such and who usually works less than seventy two (72) hours per pay period, but more than seventeen and one-half (17½) hours per pay period.
- (c) **Substitute Part-Time.** A substitute part-time employee is one hired as such and who has no regular schedule of hours but agrees to usually work sixteen (16) or more hours per pay period.

16.2 **Review of Status.** If there are no full-time postings, or if a part-time or substitute employee applied for and was not granted a full-time position, part-time and substitute employees working full-time hours for six (6) months or more, will be reviewed by management upon request.

16.3 **Temporary.** A temporary employee is an employee hired as such and whose term of employment is less than six (6) months, unless replacing a bargaining unit employee on a leave of absence. The Employer will not hire and fire temporary employees to avoid hiring regular employees. Temporary employees are not part of the bargaining unit. Temporary employees hired by the Employer shall not be paid at a rate higher than the starting rate for that classification. (This does not apply to employees working through an outside agency).

## **Article 17**

### **Seniority**

17.1 **Definition.** Seniority shall mean the employee's length of service since the employee's most recent date of hire with the

Employer. Employees shall obtain seniority upon completion of the probation period.

**17.2 Probationary Period.** All newly hired employees and non-Union employees who transfer into the bargaining unit shall be probationary employees for the first six (6) months of employment. Additionally, the Employer and the Union may agree to extend a new hire's probationary period on a case-by-case basis. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement. Probationary employees may be discharged by the employer with or without cause and shall not have access to the grievance procedure and shall not be represented by the Union for such discharge.

**17.3 List.** The Seniority List shall show the names and job titles of all employees in the bargaining unit entitled to Seniority. An updated list shall be provided every six (6) months to the Union.

**17.4 New Hires.** The Employer shall provide the Union with the names and addresses of all new hires.

**17.5 Loss of Seniority.** An employee shall lose seniority upon the occurrence of any of the following:

- (a) Employee resigns or retires.
- (b) Employee is discharged.
- (c) Employee is laid off for a continuous period equal to the employee's seniority at the time the layoff begins or one year, whichever is shorter.
- (d) Employee fails to return to work after a layoff in accordance with Article 20.
- (e) Employee is absent from work for three consecutive days without notifying the Employer, unless the reason for not notifying the Employer is due to circumstances beyond the control of the Employee.

**17.6 Tie Breaker.** Employees who commenced work on the same date shall be placed on the seniority list alphabetically by last name.

## **Article 18 Evaluations**

18.1 Each employee shall be evaluated in writing after six (6) months of employment and then on the anniversary date of hire. The evaluation shall normally take place within two (2) weeks of the date the evaluation is due. If an employee does not receive an evaluation within two (2) weeks after the anniversary date, the employee will be treated as if he/she received a satisfactory evaluation.

18.2 Evaluations are not discipline. The contents of an evaluation shall not be subject to the Grievance Procedure.

18.3 A copy of the written evaluation shall be given to the employee who shall sign the file copy to acknowledge receipt. In the event the employee feels that the evaluation is incomplete or unjust, the employee may submit objections in writing and have them attached to the evaluation.

## **Article 19 Vacancies and Bidding**

19.1 All regular bargaining unit vacancies will be posted internally for two (2) weeks. Employees who wish to be considered for such vacancies must sign the posting. If no employee applies who meets the minimum qualifications, the Employer may fill the posting externally. The Employer shall use its best efforts to post and fill all regular full-time and part-time openings in the bargaining unit within a month.

19.2 The Employer shall select the most qualified applicant for the position. Qualifications shall include skill, experience, education, and work record.

19.3 If two (2) or more applicants are relatively equally qualified, the Employer shall select the applicant with the greatest seniority.

19.4 Trial Period. The successful bidder to a new classification shall be on a trial period for the first three (3) months in the new position.

During the trial period the employee may voluntarily return to the employee's former position. If the successful bidder is determined by the Employer not to be qualified, the employee shall be returned to the employee's former position. For purposes of layoff, seniority employees on a trial period shall be deemed to be senior to temporary and probationary employees. Upon successful completion of the trial period, the employee's date of hire seniority shall be transferred to his/her new position.

## **Article 20**

### **Temporary Transfers**

20.1 The Employer may temporarily transfer an employee to another position for a period not to exceed four (4) months. Prior to involuntary transferring an employee, all qualified substitute employees must be offered the position. An employee will only be involuntarily transferred if he/she is the low seniority available employee in the classification.

20.2 An employee temporarily assigned to work in a higher classification shall receive the greater of his/her current rate of pay or the bottom of the pay range for that classification. An employee temporarily assigned to work in a lower classification shall not incur any reduction in his/her rate of pay.

#### 20.3 Temporary Supervisor

When a Union member assumes a temporary supervisor position s/he shall:

1. Maintain Union seniority for all time spent in a temporary supervisor position.
2. Continue to be responsible for Union dues or fees but dues will not increase as a result of the temporary change in pay and position.
3. Benefit accruals will not change and employee will continue to earn PTO as before.
4. Have responsibility for all supervisory duties except as follows:
  - Shall not be responsible for the hiring/firing of

personnel and writing or conducting performance appraisals.

- Shall not represent management in the grievance or discipline process except employee shall, however, provide testimony regarding events where s/he is a witness.
5. Employee will receive a minimally reduced wage 95% of supervisory rate.
  6. Employee's previous position may be filled temporarily, until their supervisory duties are completed.
  7. Remain a temporary supervisor no longer than three (3) month unless replacing an employee on an approved leave of absence. If the temporary supervisor is replacing an employee on an approved leave of absence the maximum time shall be six (6) months, unless a longer time is agreed by the Union.

#### 20.4 Support supervisor

When a Union member assumes a Support Supervisor position s/he shall:

1. Maintain Union seniority for all time spent in a support supervisor position.
2. Continue to be responsible for Union dues or fees but dues will not increase as a result of the temporary change in pay and position.
3. Benefit accruals will not change and employee will continue to earn PTO as before.
4. Support supervisors duties will include but may not be limited to:
  - Receive verbal orders from clinical on call.
  - Provide medical assessment (appropriate for a supervisor).
  - Oversight of PMI.

- Assist in staffing should a call-in occur.
  - Respond appropriately to staff injuries via the worker's comp protocol.
5. Employee will receive 50 cents more per hour to their base rate of pay when serving in a Support Supervisor role. Employees in a lead classification (i.e. Lead Youth Advocate) will not receive the increase when serving in a Support Supervisor role.
  6. Employees serving in a Support Supervisor role shall retain rights under this bargaining agreement. Serving in this role does not automatically entitle an employee to any vacant supervisor position but does not disqualify the employee either.

**Article 21**  
**Layoffs**

21.1 Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- (a) The Employer shall determine the status (full-time, part-time or substitute) and department (or unit for Youth Advocates, Night Youth Advocates, Lead Youth Advocates, Night Lead Youth Advocates or Medical Assistants) of the positions it intends to eliminate. The Union steward shall be notified of the decisions.
- (b) All non-seniority employees in the status and department (or unit for Youth Advocates, Night Youth Advocates, Lead Youth Advocates, Night Lead Youth Advocates or Medical Assistants) shall be laid off first.
- (c) Seniority employees in the status and department (or unit for Youth Advocates, Night Youth Advocates, Lead Youth Advocates, Night Lead Youth Advocates or Medical Assistants) shall then be laid off in reverse order of seniority and shall have the following bumping rights.
  - (1) A seniority full-time Youth Advocate (or Medical Assistant or Night Youth Advocate) shall have the

option of bumping the least senior employee, provided the bumping employee has more seniority than the least senior employee.

- (2) The least senior full-time employee shall have the option of bumping the least senior part-time employee in the department (or unit for Youth Advocates, Night Youth Advocates, Lead Youth Advocates, Night Lead Youth Advocates or Medical Assistants) regardless of whether or not the full time-employee has more seniority than the least senior part-time employee. If the least senior full-time employee cannot bump in the unit, then full-time Youth Advocates and Night Youth Advocates shall have an additional option of bumping the least senior part-time employee in the department.
  - (3) A seniority part-time Youth Advocate (or Night Youth Advocate) shall have the option of bumping the least senior part-time Youth Advocate (or Night Youth Advocate) provided the bumping employee has more seniority than the least senior employee.
  - (4) A laid-off seniority part-time employee shall have the option of becoming a substitute employee.
- (d) There shall be no bumping between Departments. An employee exercising bumping rights must be capable of performing the work without training, although the employee may require an orientation to that particular unit.

21.2 Employees being laid off from the work force will receive fourteen (14) calendar days notice by personal contact, telephone call, or written communication prior to being laid off, except in case of emergency. An employee shall have two (2) working days to decide whether or not to exercise bumping rights.

21.3 In the event the work force is increased, rehiring shall be by Department (or unit for Youth Advocates, Night Youth Advocates, Lead Youth Advocates, Night Lead Youth Advocates or Medical Assistants) in the reverse order of layoff. Employees who bump into another unit or status shall retain recall rights to their unit or status.

21.4 All insurance benefits will be discontinued at the end of the month in which the employee is laid off. An employee on layoff may exercise such rights to continued benefits as the employee may have under COBRA.

21.5 Employees may request accrued and available PTO time or a lump sum for periods of layoff as requested by the employee but shall not earn additional PTO on PTO time taken during a layoff.

21.6 If an employee is recalled from layoff, insurance benefits will be reinstated at the first opportunity consistent with the terms of the carrier.

## **Article 22 Hours of Work and Schedules**

22.1 Employee work schedules will be established and published one week prior to the first day of the schedule.

Interpretive statement: It is intended that employees will submit their availabilities on pay day and the schedule will be developed and posted the following week.

Full-time and part-time employees shall have schedules established from posted positions. These schedules may be changed upon reasonable notice from the employer. Prior to changing the schedule of a full-time or part-time employee, that employee shall be allowed to give a list of her/his preferred days and shifts. Changes in established schedules required due to the needs of the Employer shall be made by giving preference to seniority.

In the event that the employee is unable to report to work, the employee will follow the established departmental procedure for notifying the employer prior to the beginning of the shift.

22.2 With prior supervisory approval, by giving preference to seniority and after filling out the proper Temporary Work Schedule Change Document, employees in the same classification-same unit, may be allowed to create a temporary work schedule change.

22.3 With prior supervisory approval, employees in the same classification may be allowed to trade shifts.

22.4 All employees may be required to work weekends, holidays and overnights.

22.5 Open Shift Process: Begins as soon as an open shift is known. The shift is given to the first employee who is willing to work for regular time. When beginning to fill the open shifts, contact and offer the open shift to employees who have made themselves available for regular time by signing the Extra Hours book starting with the unit on which the open shift occurred. For purpose of the open shift process Night Youth Advocates are considered a unit. If no employee in the Extra Hours book is available to work regular time, then contact and offer the employees signed up for overtime in the Extra Hours book with respect to Article 22.6. If no employee is available for overtime then use the call-in sheet to contact the rest of the employees before going into a holdover.

22.6 Overtime Process: (This process must first be approved by Management).

- From the information gathered on the Call - In Sheet.
  1. Offer the Open-Shift, giving preference to seniority to the staff on the unit the Open-Shift occurred. Seniority is listed as "Date of Hire" and found on the Call - In Sheets.
  2. Offer the Open-Shift, giving preference to seniority to staff on other units.

22.7 Hold Over Process:

- This process must first be approved by Management, they will mandate the eligible staff found least in seniority currently working to be Held-Over.
- Seniority is listed as Date-of-Hire and found on the Call-In-Sheet. A staff Held-Over will be ineligible for another Hold-Over for a period of 60 days. If all staff are ineligible to be Held-Over, staff will be held-

over based on last date Held-Over.

- 22.8 Once all of those who have made themselves available in the Extra Hours book have been offered the shift, management will fill the shift in the most expeditious manner possible.

### **Article 23 Attendance**

- 23.1 The purpose of this article is to provide a consistent and effective no-fault method of controlling employee attendance and tardiness. Regular and punctual attendance contributes directly to quality service and affects productivity, efficiency, and morale.

#### 23.2 Definitions

- a. **Late** is defined as failure to punch in on the time clock after 5 minutes and up to 15 minutes after the start of the scheduled shift. All employees must report to work by the scheduled start time. Punch in time is validated by the time clock. Failure to punch in or out at the time clock will be considered a late occurrence and follows the same criteria for progressive discipline. Calling ahead to inform your supervisor and/or unit that you are running late is encouraged but does not exempt the employee from progressive discipline.
- b. **Leaving early** is defined as leaving prior to the end of your scheduled shift with proper supervisor notification and arrangements for coverage.

This excludes changes in established work schedules required due to the needs of the employer.

- c. **Extreme tardiness** is defined as reporting to work more than 15 minutes past the scheduled start of your shift. An employee must call within the first 15 minutes past the start of the scheduled shift and arrive within one hour of the start time of the scheduled shift, not to

be considered a no call, no show. Any employee who is late by 15 minutes or more is not guaranteed his/her shift.

- d. **Unscheduled absence** is defined as an instance where an employee who is going to be absent calls in to notify a supervisory staff. Children's Services employees must call at least two hours prior to the start of the scheduled shift. In the event that an employee from the food service, maintenance, or clerical departments is unable to report to work, the employee will follow the established departmental procedure for notifying the employer prior to the beginning of the shift.

Interpretive statement: Failure to call-in absent within the established time period will have the same consequence as a no call, no show.

- e. **No call, no show** is defined as an absence from work without calling in.
- f. **Scheduled Shift** is defined as
- i. Prescheduled shift
  - ii. Training
  - iii. Team Meeting
  - iv. Supervision
  - v. Any other required meeting

### 23.3 Unscheduled Absences: PTO and Corrective Action

- a. For full-time and part time employees, each unscheduled absence must be covered using available PTO equal to the scheduled hours of work. There will only be a loss of pay if there is insufficient PTO available to cover the entire shift (ie: shift is 8 hours and there are only 4.3 hours available, the employee will only be paid for 4.3 hours).

For full-time employees, if there is insufficient PTO available as documented at the end of the previous

pay period, the next progressive step in discipline will be issued.

- b. The first four (4) unscheduled absences within a consecutive ninety (90) day period will result in the next step of progressive discipline. After the employee has received discipline for the first four (4) unscheduled absences, each two (2) additional unscheduled absences within the same one hundred eighty (180) day period, beginning with the first unscheduled absence of the initial four (4), will result in the next step of progressive discipline.

#### **23.4 Late / Leaving Early / Extreme Tardiness Corrective**

**Action:**

The first four (4) late occurrences within a consecutive ninety (90) day period will result in the next step of progressive discipline. After the employee has received discipline for the first four (4) late occurrences, each two (2) additional late occurrences within the same one hundred eighty (180) day period, beginning with the first late occurrence of the initial four (4), will result in the next step of progressive discipline.

1 late/leaving early = 1 Late occurrence  
1 extreme tardy = 2 Late occurrences

#### **23.5 No-Call/No-show Corrective action**

Each no-call/no-show will result in the initiation step increase of progressive discipline.

**23.6** Each violation of the Attendance Article (23) is progressive. Discipline under this Article will be separate and distinct from disciplines for other infractions.

**23.7** Employees may punch in at the time clock up to five minutes before a shift and punch out up to five minutes after a shift. The employee must justify the reason for

time that exceeds these limits on their time explanation sheet.

23.8 Under no circumstances should a Youth Advocate leave their area of responsibility until he/she is properly relieved. Being properly relieved from duty means that at no time are the children left unsupervised. Staff members who are relieved by another should pass on all pertinent child care information to the relieving personnel.

23.9 Time off covered under the Family Medical Leave Act (FMLA) shall not be counted as an absence for purposes of this Article.

#### **Article 24 Pay Practices and Overtime**

24.1 The pay period shall be defined as Friday through Thursday for two consecutive weeks. All bargaining unit employees shall get paid every other Friday, in the week following the end of the pay period. If Friday is a holiday, employees shall be paid the day prior. In the event the employer is unable to process pay roll due to a natural disaster, power outage or payroll software malfunction, the Employer shall pay employees as soon as possible but in no event more than five (5) days after the regular pay day.

24.2 Employees shall receive time and one-half (1½) for all hours worked in excess of forty (40) hours in a work week.

#### **Article 25 Breaks**

25.1 Kitchen/Maintenance/Clerical. Employees in the Kitchen, Maintenance and Clerical departments shall receive a fifteen (15) minute paid break for each four (4) hours worked. In addition, employees working an eight (8) hour day shall receive a one-half (½) hour un-paid meal break for each day.

25.2 Youth Advocates. Youth Advocates may be allowed to take

one (1) work break in the first half of the shift and one (1) work break in the second half of the shift if resident needs permit. When work breaks are taken they shall be with pay. A maximum of fifteen (15) minutes shall be allowed for a work break. Youth Advocates shall receive pay and a free meal when eating with residents.

25.3 Night Youth Advocates. Night Youth Advocates may be allowed to take one forty-five (45) minute break with pay per shift and one fifteen (15) minute break per shift if resident needs permit.

### **Article 26 Team Meetings**

26.1 Employees shall attend team meetings as required. Night Youth Advocate staff will be allowed to work their regularly scheduled hours. This includes working overtime resulting from team meetings. Full time staff who are required to attend a team meeting on their day off shall not be required to flex their hours to avoid overtime. With supervisor approval, staff may flex their schedule. Full time shift staff who come in early for team meetings on their day off shall not be required to flex their schedules to avoid overtime if, to cover the shift, another staff will have to work overtime.

26.2 Supervisors may, at their discretion, make exceptions to required attendance at team meetings for part-time and sub employees. In approving exceptions supervisors shall consider the employee's needs, i.e. school schedule, other work schedule, family needs and workability on the unit. Any staff who is exempt from team meetings must meet with the supervisor for a briefing on the staff meeting.

26.3 All Night Youth Advocate staff are required to attend quarterly Night Youth Advocate meetings. Full-time Night Youth Advocates and Lead Night Youth Advocates are required to attend one team meeting each month on his/her respective unit.

### **Article 27 Staff to Resident Ratio**

27.1 The Employer agrees to staff consistent with applicable child

caring licensing regulations.

## **Article 28 Holiday Pay**

28.1 Holidays. The following days shall be considered holidays: New Year's Eve, New Year's Day, Martin Luther King's birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day plus a holiday either on the Employee's birthday or on another day mutually agreeable to the employee and supervisor.

28.2 Qualifications for Holiday Pay. Only seniority full-time employees shall receive holiday pay. To be eligible for holiday pay, the employee must be actively at work or on vacation, have worked all scheduled hours on his/her last regularly scheduled shift before the holiday and his/her first regularly scheduled shift after the holiday.

28.3 With supervisor's approval, staff may receive approved PTO for a last minute schedule change and thus avoid losing holiday pay.

28.4 Regular full-time employees shall be paid eight (8.0) hours straight time for each holiday qualified for.

28.5 Holidays Worked. An employee's shift start time shall determine whether they are working on a holiday. All employees may be required to work holidays.

- (a) All employees who work the following shifts will receive time and a half:

Thanksgiving AM  
Thanksgiving O/N  
Christmas Eve AM  
Christmas Eve O/N  
Christmas Day O/N  
New Year's Eve AM  
New Year's Day PM  
New Year's Day O/N

- (b) All employees who work the following shifts will receive double time:

Thanksgiving PM  
Christmas Eve PM  
Christmas Day AM  
Christmas Day PM  
New Year's Eve PM  
New Year's Eve O/N  
New Year's Day AM

- (c) All employees shall receive straight time for hours worked on any other agency designated holiday not mentioned in subsection (a) and (b).

28.6 Full-time staff shall receive eight (8.0) hours holiday pay benefit for all of the holidays mentioned in article 28.1.

If you are regularly scheduled to work more than an eight (8) hour shift on a holiday and are granted the holiday off, then you may supplement your 8 hour holiday pay with PTO to assure no lost time in the pay period.

## **Article 29 Paid Time Off (PTO)**

### **29.1 Paid Time Off (PTO).**

- (a) PTO may be used for vacation, personal business, personal or family illness and medical appointments that cannot be scheduled outside an employee's scheduled work time.
- (b) PTO days are earned on a pay period basis. PTO begins to accrue effective the first day of the pay period during which an employee becomes eligible to earn PTO.
- (c) Having PTO available shall not protect an employee from discipline for otherwise poor attendance. In cases of leave of three (3) days or more, or in cases of excessive absences, the employer may require the employee to provide an acceptable doctor's statement before returning

to work.

- (d) Poor attendance does not include approved absences for vacation or personal business nor absences which fall under the auspices of the Family and Medical Leave Act, the Americans with Disabilities Act or other federal, state or local mandates.

29.2 Employees Hired Before July 1, 1997. Upon completion of probation, all full-time employees shall be granted PTO time retroactive to their date of hire according to the following schedule. Part-time employees shall qualify for PTO on a pro-rated basis based upon the employee's regularly scheduled hours.

Paid Time Off Accruals for Full Time Employees Hired Before July 1, 1997:

<b>*Years of Service</b>	<b>Days/Year</b>	<b>Hours/Year</b>	<b>Hours/Pay Period</b>
1-2 years of service	17	136	5.230
3rd year of service	20	160	6.153
4th year of service	21	168	6.461
5th year of service	26	208	8.000
6th year of service.	27	216	8.307
7th year of service.	28	224	8.615
8th year of service	29	232	8.923
9th year of service	30	240	9.230
10th year of service	31	248	9.538
After 10 yrs of service	35	280	10.769

**Prorate Paid Time Off Accruals for Part Time Employees Hired Before July 1, 1997 based on:**

<b>*Years of Service</b>	<b>Days/Year</b>	<b>Hours/Year</b>	<b>Hours/Pay Period</b>
1-2 years of service	16	128	4.923
3rd year of service	19	152	5.846
4th year of service	20	160	6.153
5th year of service	24	192	7.384
6th year of service.	25	200	7.692
7th year of service	26	208	8.000
8th year of service.	27	216	8.307
9th year of service	28	224	8.615
10th year of service	29	232	8.923
After 10 years of service	32	256	9.846

\*Count from Date of Hire to calculate years of service

29.3 Employees Hired After July 1, 1997. Upon completion of probation, all full-time employees shall be granted PTO time retroactive to their date of hire according to the following schedule. Part-time employees shall qualify for PTO on a prorated basis based upon the employee's regularly scheduled hours.

**Paid Time Off Accruals for Full Time Employees Hired After July 1, 1997:**

<b>*Years of Service</b>	<b>Days/Year</b>	<b>Hours/Year</b>	<b>Hours/ Pay Period</b>
1-4 years of service	17	136	5.230
5th year of service	18	144	5.538
6th year of service	23	184	7.076
7th year of service	24	192	7.384
8th year of service.	25	200	7.692
9th year of service	26	208	8.000

10th year of service	27	216	8.307
11th year of service	32	256	9.846
12th year of service	33	264	10.153
13th year of service	34	272	10.461
After 13 years of service	35	280	10.769

**Prorate Paid Time Off Accruals for Part Time Employees Hired After July 1, 1997 based on:**

<b>*Years of Service</b>	<b>Days/Year</b>	<b>Hours/Year</b>	<b>Hours/Pay Period</b>
1-4 years of service	16	128	4.923
5th year of service	17	136	5.230
6th year of service	21	168	6.461
7th year of service	22	176	6.769
8th year of service	23	184	7.076
9th year of service	24	192	7.384
10th year of service	25	200	7.692
11th year of service	29	232	8.923
12th year of service	30	240	9.230
13th year of service	31	256	9.846
After 13 yrs of service	32	256	9.846

**\*Count from Date of Hire to calculate years of service**

**29.4 PTO Annual Carryover and/or Payoff.** Upon becoming eligible for PTO employees will chose (in writing) one of the following PTO carryover/payoff options:

- (a) Carryover seven (7) days into the following year and be paid off for all days over seven (7).
- (b) Carryover ten (10) days into the following year and be paid off for all days over ten (10).
- (c) Carryover fifteen (15) days into the following year and be paid off for all days over fifteen (15).

- (d) Carryover twenty-five (25) days into the following year and be paid off for all days over twenty-five (25).
- (e) Annual payoff:
  - (1) Annual payoffs at 100% will be made no later than the first pay period in February each year for all days at the close of the previous year (December 31) in excess of employees' carryover/payoff option.
  - (2) The annual payoff shall be in accordance with the carryover/payoff option selected by the employee in the previous year (or prior to becoming eligible and accruing PTO). While employees are encouraged to maintain the same PTO payout elections over time, the election option may be changed. It is solely the responsibility of the employee to notify payroll in writing of the change prior to December 15th. Any change will apply only to PTO earned in the year following the election change.

Example: An employee initially elects the 10-day payout option for the year 2001 but changes his election to the 7-day payout prior to December 15, 2002. In this case, the February 2002 payout for the calendar year 2001 will be based on the 10-day payout option. In February 2003, PTO which is both 1) earned in the 2002 calendar year and 2) which is in excess of 7-days would be paid out.

- (3) Due to Employer concerns regarding the workability of allowing changes in election options, the ability to change a payout election will be on a trial basis only. The option for change will be evaluated not later than the following contract negotiations and may be evaluated at one year intervals where requested by the agency or the Union. If the agency determines that this is not workable, the parties will negotiate a workable solution.

## 29.5 PTO payoff upon separation from employment.

- (b) Resignation. Where resignation is given with the required fourteen-calendar day notice, all earned and available PTO shall be paid at 100% based upon the employee's base rate in effect at the time of the employee's last day of employment. Reference Resignation/Termination for information regarding absences or time off during the resignation notice period. Reference Article 30 for more information.
- (c) Termination (except layoff) or failure to provide the required notice shall result in forfeiture of earned and available PTO time and ineligibility for re-hire.
- (d) Layoff. Employees may use earned and available PTO time or a lump sum for periods of layoff as he/she requests. While on layoff, PTO will not be earned on PTO time taken or paid.

29.6 Requests for PTO and Holidays off shall be in writing and be submitted to the supervisor responsible for scheduling.

In the interest of assuring adequate staffing and the ability to respond to time off requests, it is encouraged that all paid time off (PTO) requests be made at least three months in advance. Approval or denial for requested PTO time will be based on operational need and will be given in writing.

Employees are required to submit requests for time off within the timeframe established for scheduling availabilities. Priority for granting PTO requests is established in the table below.

**PRIORITY OF PAID TIME-OFF/HOLIDAY REQUESTS (Per Operational Needs):**

- (1) Granted based on first-submit/ first-grant basis\***
- (2) Granted based on seniority (once a first submit/ first grant request has been approved, a seniority request will not override or cancel that approval.**

For time off during	(1) First-submit/ first-grant must request By	Approval/Denial By	(2) Seniority request period	Approval/Denial By
January 1 – March 31	September 15*	September 22	September 16 - October 7	October 15
April 1 – June 30	December 15*	December 22	December 16 - January 7	January 15
July 1 – September 30	March 15*	March 22	March 16 - April 7	April 15
October 1 – December 31	June 15*	June 22	June 16 – July 7	July 15

**\*Time off can only be requested up to one year in advance**

29.7 Unearned PTO may be requested and approved in the discretion of the employer on a case-by-case basis and upon such conditions as the Employer may require. An employee whose employment is terminated during the year shall have withheld from the final paycheck any unearned vacation taken prior to termination. If the final paycheck is not sufficient to cover the amount due back to the Company, the employee shall promptly reimburse the excess.

**Article 31  
Resignation**

31.1 Resignation shall mean any voluntary separation from the agency and requires fourteen-calendar days notice. Termination by the agency (except for layoff) or failure to provide the required notice shall result in forfeiture of earned and available PTO time and could result in ineligibility for re-hire.

31.2 Where resignation is given with the required fourteen-calendar day notice, all earned and available PTO shall be paid at 100% based upon the employee's base rate in effect at the time of the employee's last day of employment. Absences or Time off during the resignation notice period shall be treated as follows:

- (e) Absences shall mean unscheduled or scheduled absences due to illness, injury or other disability during the required fourteen-calendar day notice period. Employees who are absent more than two days during this period may be required to submit an acceptable physician's excuse to be eligible for payout of accrued and available PTO.
- (f) The employer reserves the right to investigate absences of more than two days and may deny payout of accrued and available PTO if such denial does not violate applicable state or federal law (i.e. Family and Medical Leave Act, Americans with Disabilities Act, Elliot Larson Act).
- (g) Time off shall mean approved days off for personal business or vacation purposes. Employees may request time off for these reasons during the fourteen-calendar day notice period. Time off approved by the supervisor shall not disqualify employee for PTO payoff. Time off not approved by the supervisor shall be considered failure to show up for a scheduled work period according to the Progressive Discipline Procedure.

### **Article 32 Bereavement**

32.1 Full and part-time employees shall receive up to three (3) days paid bereavement leave through the day of the funeral for scheduled time lost upon the death of an immediate family member.

32.2 Immediate family includes the following: spouse, parent, step-parent, grandparent, child, step-child, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, current spouse's parent, current spouse's step-parent, current spouse's grandparent.

32.3 The employer may ask for proof of death.

### **Article 33 Jury Duty**

33.1 A full-time or part-time employee who is summoned and reports

for jury duty as prescribed by applicable law shall be paid for lost scheduled time up to a maximum of ten (10) days per year. If otherwise qualified, an employee on jury duty shall receive benefits for the first two weeks of jury duty leave. The employee may keep any jury duty per diem fees paid by the Court.

33.2 An employee returning from jury duty leave shall be reinstated to the same position and hours held at the time the leave began. Seniority shall continue to accrue during jury duty leaves.

33.3 An employee who is summoned for jury duty must give prompt notice to the Supervisor and a copy of the summons and anticipated dates of service to be eligible for pay and benefits during jury duty leave.

33.4 An employee excused from jury duty must promptly call the supervisor and report for work if so directed, provided that an employee working on the second shift shall not be required to work a shift immediately following a day spent on jury duty and an employee working on the third shift shall not be required to work a shift immediately before a day spent on jury duty.

#### **Article 34 Unpaid Leaves**

34.1 An employee may request an unpaid leave for a period not to exceed one (1) year. Such requests may be granted at the sole discretion of the Vice President of Human Resources. No benefits or accruals shall apply during such leave provided that an employee may continue health insurance at the employee's expense for up to six (6) months.

34.2 Upon conclusion of an unpaid leave of thirty (30) days or less, an employee shall be returned to his/her former position. Upon conclusion of a leave of more than thirty (30) days, an employee shall be returned to the first available opening for which he/she is qualified, unless otherwise required by law or unless other arrangements were agreed to in writing prior to such leave. Employees returning from unpaid leaves shall be paid at the then prevailing wage rate and, if otherwise qualified, returned to other benefits under the rules of the

applicable plan or carrier.

34.3 Family and Medical Leave. In addition to any rights established in this Agreement, both the Employer and the employee reserve all rights afforded to them under the Federal Family Medical Leave Act. Any unpaid leave taken by an employee in accordance with this Agreement shall count towards an employee's Family Medical Leave Act entitlement, and not be granted in addition to Family Medical Leave Act entitlements. A rolling 12-month look back period shall be used.

### **Article 35 Flexible Spending Accounts**

35.1

The Employer shall maintain the option of flexible spending accounts. The rules on use of these accounts may be amended to conform with federal guidelines.

The employer may substitute another vendor if the payment / withdrawal options afforded are equivalent or better and if the Union is given thirty (30) days advance notice.

### **Article 36 Retirement**

36.1 The Employer shall continue its participation in the current Michigan Catholic Conference Retirement Program in accordance with its terms as it may be amended from time to time, at no expense to qualified employees.

### **Article 37 Expenses**

37.1 Mileage. Employees shall be reimbursed at the Board approved rate for all work-related travel in their own vehicle, but in no event less than 30¢ per mile.

37.2 Meals. Costs incurred for meals in connection with attendance

at meetings requested by or at the direction of the agency, shall be reimbursed. Costs incurred for meals in connection with direct client services shall be reimbursed.

**37.3 Replacement Expenses.** When approved by the Residential Program Director, replacement expenses of personal property of staff destroyed when restraining a client or attacked by a client will be reimbursed. Where the property destroyed is eyeglasses, the employer will first attempt to have the glasses repaired. Where eyeglasses are not repairable, staff will be reimbursed for costs up to the basic prescription lenses and up to \$175 toward frames.

**37.4 Other Expenses.** When approved by the Director Residential Programs, other expenses incurred by staff, such as telephone calls or supplies for business purposes, shall be reimbursed.

### **Article 38 Insurances**

#### **38.1 Health Insurance.**

(a) All full-time employees shall be eligible to receive health insurance for themselves and dependents.

(b) Effective January 1, 2010 to December 31, 2011 the employee contribution shall be:

	<b>Low</b>	<b>High</b>
Single	\$19.55	\$58.89
2 person	\$186.07	\$274.55
Family	\$219.56	\$317.88

(c) The employee contribution shall be paid through payroll deduction using pre-tax dollars.

(d) Coverage shall begin the first of the month following ninety (90) days of full-time employment. If an employee has served in a part time or sub position for one (1) year before accepting the full time position, the ninety (90) day waiting period shall be waived and the coverage will start the first day of the next month.

**38.2 Dental.** All full-time employees shall be eligible to receive dental insurance for themselves and their dependents. Coverage shall begin the first of the month following ninety (90) days of full-time employment.

**38.3 Vision.** All full-time employees and their dependents shall be eligible to participate in the Employer Vision Plan. Participation shall begin the first of the month following ninety (90) days of full-time employment.

**38.4 Coverage Provider.** The Employer may substitute another health, dental or vision plan if the coverage or plan is equivalent and if the Union is given thirty (30) days' advance notice.

**38.5 Changes in Health, Dental or Vision Costs.** Upon receipt of new health, dental or vision premium notices or plan costs, the Employer shall give prompt notice to the Union and shall offer to bargain regarding changes in the plans and/or employee contributions. If agreement regarding such changes is not reached within thirty (30) days of such notice, contribution increases shall be shared by the Employer and employee 50/50 and the employer contribution set forth in Section 1(a), above, adjusted accordingly.

**38.6 Short Term Disability.** The Employer shall maintain a short term disability plan for all full-time bargaining unit employees beginning the first of the month after completing ninety (90) days of full-time employment which shall provide 66.67% of monthly pay after a thirty (30) day qualifying period, up to a maximum of six (6) months from the date of disability.

**38.7 Long Term Disability.** The Employer shall maintain disability coverage for all full-time bargaining unit employees beginning the first of the month after completing thirty (30) days of full-time employment which shall provide 66.67% of monthly pay after a six (6) month qualifying period.

**38.8 Life.** All full-time employees shall receive term life insurance equal to their annual salary. Coverage is effective the first of the month following ninety (90) days of employment.

38.9 Insurance Waiver. An employee eligible for health insurance who has coverage from another source may choose to receive a payment instead equal to \$40 per pay period. Alternatively, such employee may elect to have the payment waive health insurance and elect to have \$108.33 per month (\$50 per pay) deposited in the Employer Flexible Benefits Plan.

38.10 Health insurance benefits will end the last day employment unless the employee is laid off, then coverage will continue until the end of the month.

### Article 39 Wages

39.1 All employees shall be paid in accordance with the attached pay scales.

39.2 Employee wage increases shall be applied on the first day of the pay period during which the employment anniversary date falls.

39.3 Wage Scale  
Effective September 1, 2010.

2008 – 2010 Wage Scale		Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year
Youth Advocate Night Youth Advocate	HS	9.28	9.56	9.85	10.14	10.45	10.76	11.03	11.30	11.58	11.86	12.16	12.48
	BS/ BA	9.85	10.14	10.45	10.76	11.08	11.41	11.69	11.98	12.28	12.58	12.90	13.21
Lead Youth Advocate Lead Night Youth Advocate Medical Assistant	HS	9.85	10.05	10.25	10.79	11.10	11.41	11.69	11.98	12.28	12.58	12.90	13.21
	BS/ BA	10.52	10.83	11.16	11.49	11.84	12.19	12.49	12.80	13.12	13.44	13.78	14.11
Maintenance Worker		9.88	10.18	10.48	10.80	11.12	11.45	11.74	12.02	12.32	12.62	12.94	13.25
Asst Food Service Manager		9.31	9.59	9.88	10.18	10.48	10.80	11.07	11.34	11.63	11.91	12.20	12.50
Food Service Worker		8.18	8.42	8.68	8.94	9.20	9.48	9.71	9.95	10.20	10.45	10.71	10.97
Secretary		9.88	10.18	10.48	10.80	11.12	11.45	11.74	12.02	12.32	12.62	12.94	13.25

Effective January 1, 2011.

Wage Scale		Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year
Youth Advocate Night Youth Advocate	HS	9.47	9.75	10.05	10.34	10.66	10.98	11.25	11.53	11.81	12.10	12.40	12.71
	BS/ BA	10.05	10.34	10.66	10.98	11.30	11.64	11.92	12.22	12.53	12.83	13.16	13.47
Lead Youth Advocate Lead Night Youth Advocate Medical Assistant	HS	10.05	10.25	10.46	11.01	11.32	11.64	11.92	12.22	12.53	12.83	13.16	13.47
	BS/ BA	10.73	11.05	11.38	11.72	12.08	12.43	12.74	13.06	13.38	13.71	14.06	14.39
Maintenance Worker		10.08	10.38	10.69	11.02	11.34	11.68	11.97	12.26	12.57	12.87	13.20	13.52
Asst Food Service Manager		9.50	9.78	10.08	10.38	10.69	11.02	11.29	11.57	11.86	12.15	12.44	12.75
Food Service Worker		8.34	8.59	8.85	9.12	9.38	9.67	9.90	10.15	10.40	10.66	10.92	11.19
Secretary		10.08	10.38	10.69	11.02	11.34	11.68	11.97	12.26	12.57	12.87	13.20	13.52

Retroactive to January 1, 2011 the schedule shall be increased by 2%.

Employees whose years of service exceed the steps on the wage scale will receive a longevity bonus of \$500.00 on their anniversary date each year.

#### Article 40 General

40.1 Any written statement or oral agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

40.2 In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

40.3 All addendums to the document will be referenced as Letters of Agreement (LOA.)

#### Article 41 Term and Waiver

41.1 This Agreement shall be effective as of September 1, 2010 and in full force and effect through August 30, 2014 except that either party may open the agreement for negotiations on wages and health care effective March 31, 2012 by giving written notice to the other party at least sixty (60) days prior notice.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date or any subsequent anniversary date, of a desire to terminate, amend or revise the Agreement. In the event that such notice is given, negotiations shall begin as soon as reasonably practicable. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following section.

41.2 In the event that either party desires to terminate this Agreement, written notice of its intention to terminate must be given to the other party not less than ten (10) days prior to the desired termination date, which notice shall not be given before the expiration date of this Agreement as set forth in the preceding section.

41.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

41.4 If the Employer merges, affiliates or participates in any joint venture, partnership, consolidation, transfer of assets or any other business combination with another employer, a condition of the merger, affiliations, joint venture, partnership, consolidation, transfer of assets or other business combination will be that the surviving employer will continue to meet the obligations of this Agreement for St Vincent Catholic Charities, Inc. employees covered by this contract at the time of the merger.

41.5 In the event that the Employer creates a new job classification belonging in the bargaining unit or substantially alters the job duties of an existing bargaining unit classification, thereby creating a new classification the Union shall have the right to request that the parties bargain over the wage rates and the new job classification. Nothing in this clause diminishes the Unions right to have as mandatory subjects of bargaining: wages, hours, terms, or conditions of employment for those substantially altered classifications. Nothing in this clause shall alter the Employer's rights to determine job duties or revise job descriptions.

## AGREEMENT AND SIGNATURES

This document represents the agreement reached between the Office and Professional Employees International Union, Local 459, AFL-CIO and St Vincent Catholic Charities as agreed upon this 17<sup>th</sup> day of February 2011.

This Agreement shall take effect on the September 1, 2010 and executed only after ratification by the bargaining unit and approval by the employer's board of directors, except as otherwise expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this May day of 25<sup>th</sup> 2011.

OPEIU, Local 459, AFL-CIO

  
Charles Terry, Service Representative

  
Joseph Marutiak, Service Representative

  
Thomas Dodd, Negotiating Team

  
Crystal George, Negotiating Team

  
Denise Fase, Negotiating Team

  
Anne Reynolds, Negotiating Team

St Vincent Catholic Charities

  
Andrea Seyka, President and CEO

  
Lynette Long, Vice President of Administrative Services

  
Robert Graham, Director of Facilities & Technology

  
Eric DUBY, Manager of Human Resources & Quality Assurance

  
Avonna Carr, Residential Supervisor

**Appendix A**

Barry Brown  
Mario Chiesa  
Howard Cole  
Elaine Frost  
Kathleen Opperwall  
Elliot Beitner  
Mark Glazer