

12-31-72

Dr. J. W. ...
100 P. H. ...
Put into effect ...
100 ... 10/1/72

Ingham County

AGREEMENT

between

INGHAM COUNTY EXTENDED CARE FACILITY

and

MICHIGAN NURSES ASSOCIATION

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Dr. K. ...
...
B. ...

(Confidential) —
We will not ...
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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Employer and the Association in its capacity as representative of the employees, so as to serve the best interests of the parties and the community.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing proper services for the community.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels. The Ingham County Extended Care Facility does support the registered nurses in their compliance with their professional code.

RECOGNITION

The Ingham County Social Services Board hereby recognize the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section 11 of Act 379 of 1965, Public Acts of the State of Michigan, for a unit consisting of all permanent full and part time registered nurses of the Ingham County Extended Care Facility, excluding the Director of Nursing and Personnel Director and other supervisory personnel for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

Persons who are awaiting Michigan registration and who are employed as nurses in the unit described above, or under a temporary permit issued by the Michigan Board of Nursing, shall be included in this unit, if they fill non-supervisory positions.

"Facility" shall refer to the Ingham County Extended Care Facility.

ROLE OF THE NURSE

The Extended Care Facility as a county institution and the registered nurses as a professional group share the common goal and the common responsibility of providing to citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the registered nurse in the operation of the Extended Care Facility. The Extended Care Facility and the Association agree that the registered nurses shall have authority commensurate with her responsibility for directing the work of auxiliary nursing personnel.

The Extended Care Facility agrees that it will assign nurses to perform functions for which she is qualified by reason of her orientation, training and experience consistent with her professional code of ethics. The Extended Care Facility also agrees that auxiliary services should be performed as a normal function by auxiliary personnel so that nurses shall be free to perform nursing care. However, the Association agrees that this statement of intent shall not be interpreted to excuse a nurse from performing auxiliary services when the circumstances require it.

MANAGEMENT RIGHTS

Section 1. The Unit recognizes that the Facility reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Facility's affairs.

Section 2. All rights, functions, powers and authority which the Facility has not specifically abridged, delegated or modified by this Agreement are recognized by the Unit as being retained by the Facility.

Section 3. The Facility shall have the right to amend, supplement or add to its official departmental rules and regulations during the term of this Agreement, provided, however, the Facility shall notify the Unit of any such amendments, supplements or additions in advance of their effective date.

Section 4. Neither the Constitutional nor the statutory rights, duties and obligations of the Facility shall in any way whatsoever be abridged.

PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

ASSOCIATION MEMBERSHIP

1. It shall be a condition of employment that all registered nurses covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement or who voluntarily thereafter become members in good standing shall maintain that membership for the duration of this Agreement.

2. Association members who tender dues and assessments uniformly required by the Association shall be deemed to have satisfied the requirements of the foregoing paragraph.

3. Names and addresses of nurses to fill positions covered by this Agreement shall be furnished to the Association by the Extended Care Facility. Names of nurses promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

PAYROLL DEDUCTION FOR ASSOCIATION DUES

1. The Employer agrees to deduct from the salaries of nurses, dues for the Michigan Nurses Association, the American Nurses Association and the Local District Nurses Association when authorized in writing by each nurse.
2. Authorizations once filed with the Employer shall be irrevocable until the termination of the Agreement between the Employer and the Association, (including any extensions, renewals, or modification thereof, or any new Agreement, between the Employer and the Association).
3. Dues for the nurses' organizations shall be deducted together in twelve (12) monthly installments. Appropriate notice shall be given for a nurse who is on leave or lay off or for whom for other reason no deduction is made in a given payroll period.
4. The Association shall, prior to January 1, and thirty days in advance of the start of each fiscal year thereafter, give written notification to the Employer of the amount of the annual dues of the nurses' associations which are to be deducted. The amounts of deductions for these dues shall not be subject to change during the entire fiscal year, except for one mid-year adjustment upon the Association providing the Employer with thirty (30) days written notice of such change.
5. All dues so deducted shall be sent to the Michigan Nurses Association at its office at 120 Spartan Avenue, East Lansing, Michigan promptly under procedures to be established by the Employer. The Association shall be responsible for disbursements of dues received by it to the treasurers of the various associations.

6. All authorization for payroll deduction forms shall be filed with the Personnel Director or Extended Care Facility Administration, who may return any form not properly completed, and no deductions will be made until the properly completed form is received.

7. Since the amount of the deduction is stated on the authorization form, a change in the deduction amounts will require a new authorization form from each employee affected.

8. The County shall deduct only regular and current obligations. Any refunds, special assessments, or past due amounts will not be handled by the County through payroll deduction.

9. The Michigan Nurses Association agrees to indemnify and save the County harmless against any and all claims, suits, or other forms of liability arising out of the deduction from an employee's pay of dues or in reliance on authorization furnished under this article.

10. The payroll deduction form to be used in connection with Agreement, shall be in substantially the following form.

Authorization for Payroll Deduction

Michigan Nurses Association

120 Spartan Avenue

East Lansing, Michigan

I, the undersigned, do hereby authorize the _____
to deduct the sum of _____ in _____ equal
installments of _____ from any earned or accrued
wages due me, (until revoked by written notice) and to remit same to
the Michigan Nurses Association for payment of my Association dues.

DATE _____ Signature of Employee _____

Social Security Number _____

PROFESSIONAL NEGOTIATION PROCEDURE

1. The parties will cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any matters of common interest.
2. In any negotiations described in this Article neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association with the approval of the Michigan Nurses Association and approval by the Ingham County Social Services Board; but the parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification and approval.
3. Any agreements negotiated shall apply to all members of the bargaining unit unless otherwise specified and shall be reduced to writing and signed by the authorized representatives of the Facility, the Association and the Ingham County Social Services Board.
4. The Employer agrees that Association members engaged during their work shift in negotiations or special conferences on behalf of the Association with the Employer during the term of this Agreement shall be entitled to release time, as needed, without loss of salary.

REPRESENTATION

1. Professional Committee - Registered professional nurses employed by the Department shall be represented by a grievance committee composed of three (3) nurses. They will be nurse employees of the Facility and their selection will be in any manner determined by the nurses. The employer will recognize the grievance committee members as representatives of the Association in the administration of the provisions of the agreement and the grievance procedure. The Association will keep the employer informed in writing of the nurses' names and their alternates who are members of this committee.

The Grievance Committee shall process grievances at all levels of the procedure; however, the committee or the employer may request participation of a representative(s) of the MNA state office once the grievance reaches step three.

2. Negotiating Committee - The Registered Nurses will be represented in negotiations by a negotiating committee not exceeding three (3) members. The membership of the Negotiating Committee shall be determined by the nurses.

3. Professional Negotiations - Contract negotiation meetings between the parties may be held at times during the scheduled working hours of the Association's negotiating committee members.

4. Grievance Adjustment - The Employer will grant necessary and reasonable time off with pay during such grievance committee member's scheduled working hours during any calendar week to those members of the committee or their alternates who must be present to participate in the processing of grievances with management representatives.

5. Facility Access - Representatives of the Association, after first notifying the Facility Administrator or designated representative, may visit the areas of the Facility where the registered professional nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Facility.

SPECIAL CONFERENCES

1. Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairman of the Nurses' Staff Council and the Administrator upon request of either party. Such meetings shall be between representatives of the Nurses' Staff Council, and not more than two (2) non-employee representatives of the Association, and the Administrator and/or other representatives of the Employer. Arrangements for such Special Conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up on special conferences shall be confined to those matters included in the agenda. Any conferences shall be held at a mutually agreeable time. Special conferences shall be scheduled within ten (10) days after the request is made.

2. Members of the Association shall lose neither time nor pay for the time spent in such special conferences.

3. An answer from the Administrator and/or Ingham County Social Services Board will be forthcoming within ten (10) days concerning the matters discussed at the special conference.

NURSING CARE COMMITTEE

A committee consisting of not more than two (2) employee members of the Staff Council shall be established for the purpose of discussing with the Director of Nursing and her designated nursing staff representatives (not to exceed two (2) in number) matters of mutual concern that affect the quality of nursing service. Others may be invited to meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance shall not be arbitrarily and consistently withheld.

- a) Meetings may be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meeting, a special meeting may be scheduled by mutual consent.
- b) A written agenda shall be submitted by the Committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the chairman of the Committee shall be notified of the same not less than three (3) days before the meeting.
- c) Minutes of the meetings will be kept and will be approved by both parties prior to transmittal of same to others.
- d) Such meetings shall be exclusive of the grievance procedure and all grievances shall not be considered at such meetings nor shall negotiations for altering the terms of this agreement be held at such meetings.

GRIEVANCE PROCEDURE

1. Statement of Purpose - The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

2. Definitions - "Grievance" shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation or discriminatory application of any provision of this Agreement.

The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays. It is understood that any time limit contained in this article may be altered by mutual agreement.

3. Steps in the Grievance Procedure -

Step 1. (A):

A nurse with a grievance shall first discuss it with her Director of Nursing within seven (7) calendar days of occurrence or awareness either individually or with her Grievance Committee representative, to try to resolve the matter informally.

Step 1. (B):

If the grievance is not satisfactorily resolved by the Director's answer at Step 1 (A), the nurse and/or her representative shall reduce it to writing on the Grievance Form and present it to the Director within three (3) days who shall submit a written answer within an additional three (3) days.

Step 2.

If the grievance is not resolved at Step 1 (B), the chairman of the Grievance Committee or her representative may submit the grievance to the Administrator within five (5) days of the answer by the Director of Nursing. The Administrator shall submit his written answer to the Chairman of the Grievance Committee within five (5) days following the meeting.

Step 3.

If the grievance is not resolved at Step 2, the Chairman of the Grievance Committee or her representative may submit the grievance to the Director of the Department of Social Services. A meeting between the representatives of the Association and the Director may be held at the request of either party. The Director shall submit its written answer to the Chairman of the Grievance Committee within five (5) days following the meeting or receipt of the grievance, whichever is later.

Step 4.

If the grievance is not resolved at Step 3, the Chairman of the Grievance Committee or her representative may submit the grievance to the Social Services Board. A meeting between the representative of the Association and the Board may be held at the request of either party. The Board shall submit its written answer to the Chairman of the Grievance Committee within five (5) days following the meeting on receipt of the Grievance, whichever is later.

Step 5. Arbitration:

1. Appeal to the Arbitrator - Any grievance which is unresolved at Step 3 of the grievance procedure will be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the

Employer or the Association within not more than thirty (30) days after the answer in Step 3.

2. Selection of Arbitrator - The Association and the Employer shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of the written notice requesting arbitration, the matter shall be referred to the American Arbitration Association for the selection of an impartial arbitrator under its uniform rules and regulations.

3. Powers of the Arbitrator - The Arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The Arbitrator shall have full discretion to uphold or rescind disciplinary measures imposed by the Employer. The Arbitrator shall have no power to:

- (a) Add to, subtract from, or otherwise modify any of the provisions of this Agreement.
- (b) Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. The Arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the arbitrator and such witnesses may be cross-examined by the arbitrator or party opposing.

4. Arbitrator's Decision - There shall be no appeal from an arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

5. Fees and Expenses - The fees and expenses of the Arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

SALARIES

1. Salaries for full time and part time nurses shall be paid in accordance with the Schedule "A" attached hereto and made part of this Agreement.
2. The salaries for nurses are based upon eighty (80) hours in a fourteen (14) day period.
3. Credit for Experience. Nurses who have nursing experience in gerontology or in a related field may receive credit for that experience when beginning employment with the County. The amount of credit will be determined by the Administrator, with recommendation of the Director of Nursing.
4. A nurse who, upon request, temporarily assumes for a period of one pay period or more, the duties and responsibility of a position that is greater than her regular scheduled responsibility, shall be paid the entrance rate of that classification or one step above her present rate, whichever is higher, for the period of temporary service.
5. Nurses who are eligible will be entitled to a longevity bonus in accordance with Schedule "B" attached hereto and made a part of this agreement.
6. Overtime. All nurses are expected to work reasonable amount of overtime upon request. The Hospital will give as much advance notice as possible. Nurses will be excused from working overtime for a reasonable cause. Overtime must be approved by the nurses department head. All overtime work shall be distributed reasonably equal among the nurses who normally perform the work within the classification.
 - A. Overtime Premium. Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of eight (8) hours

in any one workday and eighty (80) in a fourteen (14) day period. For purposes of computing overtime work premium under this Section of the Agreement recognized holidays under this Agreement shall be considered eight (8) hours worked for all full time Registered Nurses.

B. Weekend Premium. All work performed on Saturday or Sunday will be paid at a premium of one and one-half the regular straight time rate.

C. Compensatory time will not be allowed in lieu of payment for overtime.

D. Exceptions. All overtime for the Assistant Director of Nursing and the Inservice Director will be authorized by the Director of Nursing and will be paid at straight compensatory time.

DEFINITIONS OF EMPLOYEES

1. Full Time Employees - Registered nurses scheduled to work forty (40) hours per week shall be considered as full time employees. A full time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

2. Part Time Employees - Registered nurses who are permanently scheduled to work less than full time shall be classified as permanent part time employees. They shall:
 - (a) Be paid for her hours worked at the regular rate of a registered nurse.
 - (b) Receive overtime pay on the same basis as full time employees.
 - (c) Receive vacation, sick leave, and holiday pay benefits on a prorated basis in proportion to their part time work schedule.
 - (d) Receive retirement where eligible on a prorated basis in proportion to their work schedule.
 - (e) Receive full Blue Cross and Blue Shield Insurance benefits.
 - (f) Present employees will not be reduced. Anyone hired on or after the effective date of the agreement will come under the above sections.
 - (g) Notwithstanding any other provision of this Agreement, the employer shall not be obligated to provide any benefits to employees covered by this contract in those instances where they cannot be obtained under present contractual arrangements due to a required number of hours to obtain said benefits.

3. All professionals in nursing will be required to work every other weekend and no less than two of the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

4. Probationary Employees. New employees shall be on a probationary status for the first six (6) months of their full-time employment. However, if the Facility fails to provide the agreed written evaluation of the employee's work performance within ninety (90) days of full-time employment, the probationary period will be considered to have been successfully completed.

5. Probationary employees shall be provided with the proper orientation to their duties and responsibilities. The responsibility for said orientation rests with the administration and the registered nurses may participate. The Extended Care Facility agrees to implement the formal orientation program to that effect.

EVALUATIONS, PROMOTIONS, DIRECTIONS

1. Newly appointed nurses shall have a written evaluation of their work performance by the Director of Nursing within ninety (90) days following employment and annually thereafter. They shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with the evaluation.

All nurses shall have a written evaluation of their work performance annually. They shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with the evaluation.

2. Nurses on staff who meet the minimum qualifications for promotion within the unit shall be given every possible consideration for promotion. When two or more nurses have equal qualifications for promotion to the same position, preference will be given to the nurse having most time in service. Such qualification will include education, training and nursing experience and capability.

3. In order to implement the above promotion policy, the Extended Care Facility will, whenever a vacancy exists or a newly created job is established, post on the Facility's bulletin board a notice of such vacancy or newly created job for a period of not less than one week.

4. In the case of a demotion of a registered nurse, the Extended Care Facility shall show just cause for the demotion. The demotion may become subject to the grievance procedure.

The following holidays are recognized by the Employer:

New Year's Day	Labor Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Employee's Birthday (1/2 day)	Easter Sunday

1. Each full time registered nurse will be paid for these holidays by having the salary continued as if the time were worked.

2. When a holiday falls within a nurse's vacation period and she is absent from work because of her vacation, she will be paid that holiday in addition to her vacation pay or receive a day off with pay at the discretion of the Administrator.

3. A nurse who is on leave of absence or layoff at the time a holiday occurs will not be paid for that holiday except if she is on a sick leave or a layoff caused by a reduction in the Facility's staff which commenced during the work week prior to or during the week in which the holiday occurs.

4. When a holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday and when the holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

5. (a) All full time registered nurses working any of the designated holidays will be paid at two (2) times their regular straight time hourly rate for the hours actually worked, or an extra day off may be taken up to four weeks before or four weeks after the actual holiday.

(b) All part time registered nurses who work the holiday will receive double their regular rate of pay for all hours worked on such recognized holidays.

(c) Any employee who is scheduled to work on a holiday and fails to report will not receive benefits for that holiday.

(d) To be eligible for holiday pay, an employee must work the day before and/or the day following the holiday, if scheduled, unless the nurse fails within another provision of the contract for excused days off.

VACATIONS

A. All employees, except temporary and seasonal employees, who have started:

1. One year of continuous service with the County shall earn $5/6$ of a day per month annual leave during said first year of such employment.
2. Two years of continuous service with the County shall earn one (1) day per month annual leave during said second year of such employment.
3. Three years of continuous service with the County shall earn $1 \frac{1}{12}$ day per month annual leave during said third year of such employment.
4. Four years of continuous service with the County shall earn $1 \frac{1}{6}$ days per month annual leave during said fourth year of such employment.
5. Five years of continuous service with the County shall earn $1 \frac{1}{4}$ days per month annual leave during said fifth year of such employment.
6. Six years of continuous service with the County shall earn $1 \frac{1}{4}$ days per month annual leave during said sixth year of such employment.
7. Seven years of continuous service with the County shall earn $1 \frac{1}{4}$ days per month annual leave during said seventh year of such employment.
8. Eight years of continuous service with the County shall earn $1 \frac{1}{4}$ days per month annual leave during said eighth year of such employment.
9. Nine years of continuous service with the County shall earn $1 \frac{1}{3}$ days per month annual leave during said ninth year of such employment.
10. Ten years or more of continuous service with the County shall earn $1 \frac{1}{2}$ days per month annual leave during said tenth year and all subsequent years of uninterrupted employment.

- B. Vacation days may not be used until the registered nurse has one year of continuous service with the County.
- C. Annual leave days not used may only be accumulated to a maximum of 30 days.
- D. Permanent part time employees shall receive annual leave day credits at the same rate, but proportional to the time actually worked.
- E. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee and with the approval of the administrator, be charged against annual leave allowance.
- F. The Director of Nursing shall schedule vacation leaves to accord with operating requirements and, insofar as possible, with the written request of the employee. The Facility upon request shall provide the number of accrued annual leave credits to the R.N.

HEALTH PROGRAM

1. Physical Examination - A pre-employment physical examination will be given to all newly appointed registered nurses by the Employer without costs to the employee. Each nurse, at her option, shall have an annual physical examination without cost to the nurse. Tests to be included are:
- (a) Chest x-ray, Back x-ray
 - (b) Serology
 - (c) Tuberculin testing
 - (d) Such other tests as determined by the administration or necessary for the protection of the employee and the facility patients.

2. Should a nurse elect to have her annual physical examination by her own personal physician, she may do so at her own expense. The nurse may elect to have part of her physical examination performed by the Employer and the remaining part of the physical performed by her own physician at her own expense. All back and chest x-rays will be given at a employer designated facility.

3. The Employer offers to nurses the opportunity of obtaining the following immunizations free of charge:

- (a) Tetanus Toxoid series or booster
- (b) Influenza immunization

RETIREMENT PLAN

Employees of the Department are covered by the Michigan Municipal Employees Retirement System Plan C-1. The Employer agrees to abide by all the terms and conditions of that program for the life of this Agreement and provide a copy of the plan to employees.

All employees shall receive upon retirement from County service in accordance with the current County benefit plans life insurance in the amount of \$1,500.00. All employees shall receive upon retirement from County service, Blue Cross-Blue Shield insurance coverage as provided by the County. The County reserves a right to substitute another carrier or benefit plan with the Municipal Employees Retirement System provided no decrease in benefits takes place.

CREDIT UNION

The Employer will continue during the life of this Agreement as in the past to cooperate with the employees' credit union program for the benefit of participating nurses.

MILEAGE

The following schedule of mileage allowances shall apply to all registered nurses required to drive their own vehicle in the course of employment with Ingham County: Effective January 1, 1972 - 12c/mile, with prior approval of the administrator.

Subsection (A) Compensation for parking away from Facility may be allowed provided it is approved by the Administrator.

Subsection (B) Mileage shall always be figured on the basis of the shortest distance between the point of departure and destination.

Subsection (C) There shall be a short explanation given on all claims made to the Administrator for reimbursement of expenses for all trips.

SICK LEAVE

All employees, except temporary and seasonal employees, shall receive one day of paid sick leave credit for each completed calendar month of service. Sick leave credits not used may be accumulated up to a maximum of 240 days.

Permanent part time employees shall receive sick leave credits at the same rate but proportional to the time actually worked.

Sick leave may be used, with the approval of the Administrator, in cases of injury, illness, or contagious infection of the employee, or in cases of illness in her immediate family requiring her presence, or death in her immediate family. The Administrator may require proof of medical treatment when he deems it appropriate. An employee absent for any of the above reasons must so inform her immediate supervisor as soon as possible in order to be paid for the absence as sick leave. Sick leave shall not be granted for any fraction of a day other than one-half. The employee is required to notify the facility one (1) hour prior to the shift starting time of any illness which prevent her from reporting to work.

Upon resignation or dismissal from County service, all sick leave credits shall be cancelled and shall not be reinstated or paid for. Upon retirement from County service upon which retirement benefits are paid, one half of the employee's unused sick leave days, to a maximum of 80 shall be paid at the same salary rate as the employee was receiving at the time of retirement. Upon death one-half of the employee's unused sick leave days, to a maximum of 80 shall be paid at the same salary rate as the employee was receiving at the time of death. This payment shall be made to the employee's estate.

Employees who have accumulated 20 days of sick leave credit shall become eligible to convert the last 10 days, if they wish, into 5 full days of paid

vacation, or may receive 5 days pay at their regular rate. The employee shall have the approval of the Administrator, whether pay shall be received or additional vacation taken. In the case of additional vacation taken, it must be taken at a time approved by the Director of Nursing. The 5 days must be taken together.

An employee absent for five (5) or more days is required to produce a medical statement. At least two (2) days before returning to work from serious illness, surgery or accident, the employee is required to make an appointment with the Facility physician for examination.

PERSONAL LEAVE DAYS

Each employee covered by this agreement will receive on January 1, 1972, one (1) sick leave day to be added to their accumulated sick leave. Each nurse will be allowed two personal leave days, 16 hours with pay, which will be taken from accumulated sick leave to be used for the purpose of attending to or caring for personal matters during the course of the fiscal year with the prior approval by the Director of Nursing. These days will not be added to accumulated vacation time and will not be taken in amount less than 4 hours.

MEALS

(A) Two 15 minute coffee breaks are available in the cafeteria, to the staff on each shift at no cost.

(B) The facility will provide a $\frac{1}{2}$ hour lunch period without pay such that the nurse can obtain a proper meal.

LEAVES OF ABSENCE

1. Maternity Leave of Absence - An employee who becomes pregnant shall be entitled to a maternity leave of absence. Such leave shall commence not later than the end of her seventh month of pregnancy, unless the Extended Care Facility, with the advice of her personal physician, consents to her working after that period. The maternity leave of absence shall end no later than six months following termination of her pregnancy, if the employee, after examination by her personal physician, is reported physically able to work. However, if further leave due to the pregnancy is recommended by her physician, additional leave of absence may be granted by the Extended Care Facility not to exceed 90 days. The nurse will be reinstated to her former position if she returns to work no later than the end of the approved leave period.

2. Military Leave of Absence - The Extended Care Facility abides by the provision of the Federal regulations regarding re-employment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the grant of leaves of absence in accordance therewith.

3. Leave for Association Business - A nurse who is elected by the Association for official Association business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the assignment, provided such leave can be arranged without interference with the work of the Facility.

4. Personal Leave - Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Administrator upon written application by an employee.

(a) When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.

(b) When personal leave is requested for a period of more than ninety (90) days, it shall require the approval of the Personnel Committee, and if granted, the employee's position will not automatically be held open for her. She shall be re-employed after return from leave, if and when employment is available at the same level and type of position previously held, or at her option, at such other position and level in the unit at which there may be an opening.

(c) The employee agrees when the leave is granted to keep the Extended Care Facility informed of any change in her status or conditions that caused the employee to request the leave.

5. Educational Leave - Upon written application, a nurse may be granted a leave of absence without pay to pursue a full time educational program in nursing or a related field for up to two (2) years without the loss of employment status or previously accrued benefits, if approved by the Administrator and the Board of Social Services.

Upon return from an educational leave of absence, the nurse will be re-employed, if employment is available, at the same level, rate (subject to contract

salary modifications made during the leave), and type of position previously held.

6. Vacations, holidays, sick leave and other fringe benefits which have been earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

7. Approved leaves of absence will not be considered an interruption of continuous service for the purposes of eligibility for longevity and/or annual leave or other benefits upon return to work.

INSURANCE

1. Hospitalization, Medical Coverage Insurance - All employees shall be eligible to participate in the Blue Cross - Blue Shield Insurance plan carried by the County, which coverage shall include a \$2.00 prescription drug rider. An employee shall be covered upon completion of the required forms and upon acceptance of him by Blue Cross-Blue Shield as a participant. The County shall pay the first twenty two and 50/100 dollars (\$22.50) of the cost of each employee after six months of satisfactory employment. Prior to the expiration of said six months, the employee shall be required to authorize deductions for premium cost of the group coverage provided herein. Payroll deductions will be made for family dependents upon request. The County reserves the right to substitute another carrier provided the fundamental provisions of the above coverage will not be changed.

2. Life Insurance - All employees shall be eligible to participate in the group life insurance program through the Minnesota Mutual Life Insurance Company in the amount of \$7,500.00 coverage. Each employee wishing to participate shall authorize a payroll deduction of \$2.25 per month. The County shall pay the balance of the premium.

The eligibility rules and policy regulations are those stated in the contract of coverage.

The County reserves the right to substitute another carrier.

3. Liability Insurance - The Employer shall continue in force its present liability coverage for employees of the County in the amount of \$300,000.

WORKMEN'S COMPENSATION

All registered nurses shall be covered by the applicable Workemen's Compensation law.

MAINTENANCE OF DISCIPLINE

1. It is assumed that each registered nurse will abide by such rules of professional conduct and for the smooth operation of the Facility and care of patients as are necessary.

2. Discipline that is necessary will be of a corrective nature rather than punitive and except in a situation involving termination for just cause will be based on verbal warnings followed by a written warning before any penalty is assigned.

3. Individual discipline penalties, including discharge, shall be for just cause and may become a subject for the grievance procedure.

4.

(a) Rules for the conduct of registered nurses, when drafted by the Employer shall be presented to and reviewed by the Association prior to their being placed in effect. If the Association, through the Nurse's Staff Council, agrees with the proposed rules, the Staff Council will so indicate in writing and the rules shall thereupon be placed in effect.

(b) The nurses staff council shall have the right to grieve the reasonableness of any published rule or regulation within 5 days of it being published by the employer.

(c) Notwithstanding the above provisions, all rules and regulations will go into effect five (5) days from the date of issuance.

TERMINATION OF EMPLOYMENT

1. At least four (4) weeks written notice of termination of employment shall be given to the Employer by a registered nurse.

2.

(a) Discharge of a registered nurse by the Extended Care Facility shall be for just cause only, and is subject to the grievance procedure.

(b) In the event of a permanent reduction in the operations of the Extended Care Facility, which necessitates a permanent reduction in the professional nursing work force, the Extended Care Facility will give four (4) weeks written notice to the registered nurse thereby affected. Such reduct

will be based upon the inverse seniority status of the nurse, provided the senior employee is able to do the remaining work. Each nurse will be credited with 1 year's seniority for each 2080 hours worked. Paid holiday, vacation and sick days will count toward hours worked.

(c) When a laid off working force is recalled, those employees formerly laid off will be recalled according to seniority, providing the greater seniority employees are able to perform the available work.

Any laid off employee failing to report for work within five (5) calendar days of the mailing of notice from the Facility to their last known address, as recorded on department files, shall lose their recall seniority and be considered to have voluntarily terminated their employment.

EDUCATIONAL COURSES

1. Any nurse employed by the Facility, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in any other courses which would aid her in the practice and performance of her services to the Facility and will contribute to her professional growth, may submit in advance of commencing such course or courses, a letter of application to the Administrator for reimbursement of the cost of her tuition and books. Said application shall have prior approval by the Administrator and Board of Social Services.

2. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content.

upon the prior approval of the Administrator and, upon proof of satisfactory completion of the course or courses and the amount expended for tuition and books, the nurse will be reimbursed for such expenses. The employee must be on the Facility's payroll in good standing at the time the refund is made.

JURY DUTY

1. A nurse who is called for jury duty shall notify the Director of Nursing immediately upon receiving notice of such call.
2. If a nurse serves on jury duty during days when she would normally be scheduled to work, the Employer will provide a jury duty pay supplement to make up the difference between the jury duty earnings and her normal pay check upon her presentation of a written statement of her jury duty earnings from the proper court official.
3. Jury duty shall be considered as time worked.

PROFESSIONAL MEETINGS

1. The Employer will encourage attendance by registered nurses at professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in her professional capacity.
2. Nurses desiring to attend professional meetings shall submit requests to the Director of Nursing. The Director of Nursing will approve or disapprove and submit to the Administrator for final authorization.

such professional meetings, and may, at Employer's option, also be reimbursed for out-of-pocket expenses incurred in such attendance.

WITHHOLDING OF PROFESSIONAL SERVICES

1. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.
2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients.
3. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.
4. The Employer will not lock out any employees during the term of this Agreement.

NON-DISCRIMINATION

1. The Employer, engaged in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment agrees not to discriminate against any registered professional nurse because of race, color,

activity on behalf of the Association, or participation in the grievance procedure.

2. The Association agrees that, with regard to membership or Association activity, it will not discriminate for any of the reasons set forth above.

3. Gender. References to the feminine gender may refer to the masculine gender or vice versa.

VALIDITY OF AGREEMENT

If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Provision held invalid.

USE OF FACILITIES

1. The Association may use available rooms at the Facility for Association meetings for unit employees with the prior consent of the Employer.

2. The Association shall have the right to use existing designated bulletin boards to announce local, regional, national, or state meetings and to otherwise inform its members of matters of professional interest. Copies of proposed notices shall be given to and approved by the Administrator in advance of posting.

This Agreement shall be effective January 1, 1972, and shall continue in effect for a period ending December 31, 1972. The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan.

If any article or section of this agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section or provision held invalid, providing any mutually agreed upon replacement shall not be inconsistent with this agreement or applicable law.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement.

The parties agree to meet and negotiate over the terms of a new agreement to take effect after the expiration of this Agreement at mutually convenient times and places upon the call of either party on or before September 15, 1972.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Extended Care Facility and the Association.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives this 30th day of March, 1972.

INGHAM COUNTY EXTENDED CARE FACILITY

MICHIGAN NURSES ASSOCIATION

Joe Wickham
Chair

Donald Power
George Campbell

SCHEDULE "A"

1. On-Call. Nurses who are on-call shall receive \$6.00 for each eight (8) hours spent "on-call". When a nurse reports for work, she shall receive her regular rate or overtime rate, whichever is applicable for all hours worked.

(a) The Director of Nursing will determine the need for on-call.

(b) There will be only one nurse "on-call" at any one time.

2. The Nursing Director will be provided a current listing of all R.N. wage rates.

3. The Starting salary for R.N.'s shall be as follows:

First Shift - \$8,000.

2nd Shift - \$8,000. plus a \$550/yr. shift premium

3rd shift - \$8,000. plus a \$600/yr. shift premium

SCHEDULE "B"

LONGEVITY PLAN

ELIGIBILITY

All regular full time employees, in the active service of the County of Ingham as of their annual anniversary date of any year, shall be entitled to receive a longevity bonus for length of service with the County, according to the following rules and schedule of payment.

A. Longevity bonus shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay, uniform allowances, per diem or travel allowance, or any special fees.

B. Longevity bonus shall be based on full time continuous service.

C. Following completion of five (5) full years of continuous full time service, each employee shall receive annual longevity payments as provided in the schedule.

D. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full time service equal to the service required for original eligibility, plus a minimum of one additional year for each such service for each payment, excepting that employees who retire between annual anniversary dates shall be eligible for a pro-rated payment as outlined under Section H below.

E. Payments to employees who become eligible by their annual anniversary date of any year shall be due the following December 1st.

F. It shall be the duty of all department heads on November 15th of each year, beginning November 15, 1972, to furnish to the County Controller a list of employees who are eligible to receive a longevity payment on December 1st of each year. Department heads shall indicate in the manner prescribed by the County Controller, the amount of longevity bonus due each such employee, and the Controller shall then authorize payment as of December 1 of each year.

G. Longevity Bonus Schedule:

Continuous Service	Annual Bonus
5 or more, but less than 10 years	2% of annual wage
10 or more, but less than 15 years	4% of annual wage
15 or more, but less than 20 years	6% of annual wage
20 or more years	8% of annual wage

H. Effective January 1, 1970, employees who are thereafter eligible for longevity bonus payments and who retire on a service or disability retirement basis, shall be paid a pro rated bonus. Such pro rated payment shall be based on the number of calendar months of full time service credited to an employee from the preceding October 1st at the date of retirement.

I. No longevity payment as above scheduled, shall be made for that portion of an employee's regular annual salary or wage which is in excess of Ten Thousand Dollars (\$10,000.00).