

Original

12-31-72

*County M
5/26/72
Jackson County Medical Care Facility*

FEBRUARY 16, 1972

We wish to summarize the changes in the collective bargaining agreement with respect to Local 139 that the County has proposed for the Calendar Year 1972, with the provisions thereof to be retroactive to the first of the Year.

- 1 thru 3 - No change
- 4. Union dues shall be deducted from the first pay each month.
- 5. Change to 5A and add Article 5B - County and Union Responsibility.

Section 1. The County hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States. The management of the business of the County is vested exclusively in it and the County reserves to itself all management functions, including but not limited to the full and exclusive control of the content and work and the direction and supervision and the operation of the County business and of the employees of the County. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or discharge for just cause; to establish classifications, lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules; to establish overtime hours to be worked; to decide on functions to be performed; to establish methods of recording work hours of employees; to establish standards of quality, all of which shall be subject to and be in conformity with the applicable express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County. Any powers or authority of the County which are not abridged, delegated or modified specifically by this Agreement are retained by the County.

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Section 2. No lockout of the employees shall be instituted by the County during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in or authorize its members to engage in any such action or interfere with the services rendered by the County Employees. This restriction shall apply to the County and the Union even though all steps of the grievance and arbitration procedures have been exhausted and shall pertain to any dispute or difference of opinion between the County and the Union or between the County and any of its employees. The grievance and arbitration procedure will be the final method of disposing of any such dispute between the parties and lockouts, strikes or other economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

6 thru 10 - No change

11. Additional language to A - The discipline shall be done in private with only the Supervisor, the Steward, and the disciplined Employee present.

12 thru 18 - No change

19. Lay off defines - The word "lay off" means a reduction of the work force due to a decrease of work or economic restrictions for which the Medical Care Facility has no control.

20. No change

21. Transfers - Addition to Article C - Management will give the Union a copy of all postings dated at time of posting.

22 & 23 - No change

24. Leave of Absence - Additional Steps 5, 6, and 7 as follow:

STEP 5 - Educational Leave will be granted if related to the employment of the Employee.

STEP 6 - No employee will be granted part-time work while on Leave.

STEP 7 - Employees on Leave shall notify the Employer 10 days prior to the time they shall return, so they may be placed back on the schedule.

25. No change
26. Maternity Leave - Same return privileges as incorporated as in Section 24 apply in Maternity Leave.
27. STEP E - All employees shall be allowed 2 Personal Leave Days per year with pay not to be deducted from Sick Leave providing they are requested in writing 3 days in advance. However, if an Employee so desires, they may take their 2 Personal Leave Days in conjunction with their vacation, providing they are requested 3 days in advance of the start of their vacation.
28. No change
29. Work Hours - Work Week & Shift Premium - Add Step G: On daily schedule work, if one floor or one hall is short of help and no employees voluntarily offer to change and an Employee is to be moved to that area to cover the assignment, the less Senior Employee will be moved, if in the professional judgement of the Nurse in charge, she can perform said assignment. If the Nurse in charge does not feel the low Seniority Employee is qualified and after consultation with the Steward, does not move this Employee, she shall state reasons in writing.
30. No change
31. Holiday Provision - Employees' birthday to be added to holiday list.
32. Vacation Eligibility
 - A - Two weeks after one year to eight years of employment
 - B - Three weeks after eight years to twelve years of employment
 - C - Four weeks after twelve years and over of employment
- 33 thru 40 - No change
41. Hospitalization - Medical Care Coverage - The Employer agrees to pay the full premium for hospitalization and medical coverage for the Employee and his family under Blue Cross-Blue Shield, MVF-1 Plan. This coverage shall commence when the regular Employee attains his seniority status.
42. The Employer agrees to pay the full premium of straight life plan of \$2000 each employee while employed or laid off.
43. Miscellaneous - Additional language to Article B: Uniform or pant suits to conform to the department colors.
44. No change

45. Appendices

The following appendices are incorporated and made a part of this Agreement:

APPENDIX A - Pensions - Same

APPENDIX B - Classifications and rates - 5¢ per hour across the board increase.

APPENDIX C - Job descriptions - Same

46. Termination and Modification - One Year Contract

This Agreement shall continue in full force and in effect until 11:59 P.M., December 31, 1972.

The preceding changes are to become a part of the Local 139 Contract for the Calendar Year 1972.

UNION

COUNTY

Ruth Rogers, President
Local 139

Robert Smith, Chairman
Labor Committee

Raymell Smith

Harold Willis

Harriett McClellan

Lyle Antcliff

Ollie Parker

Theodore Dwyer