

6287

9/13/2002

# AGREEMENT

BETWEEN

**IRON COUNTY MEDICAL CARE FACILITY**

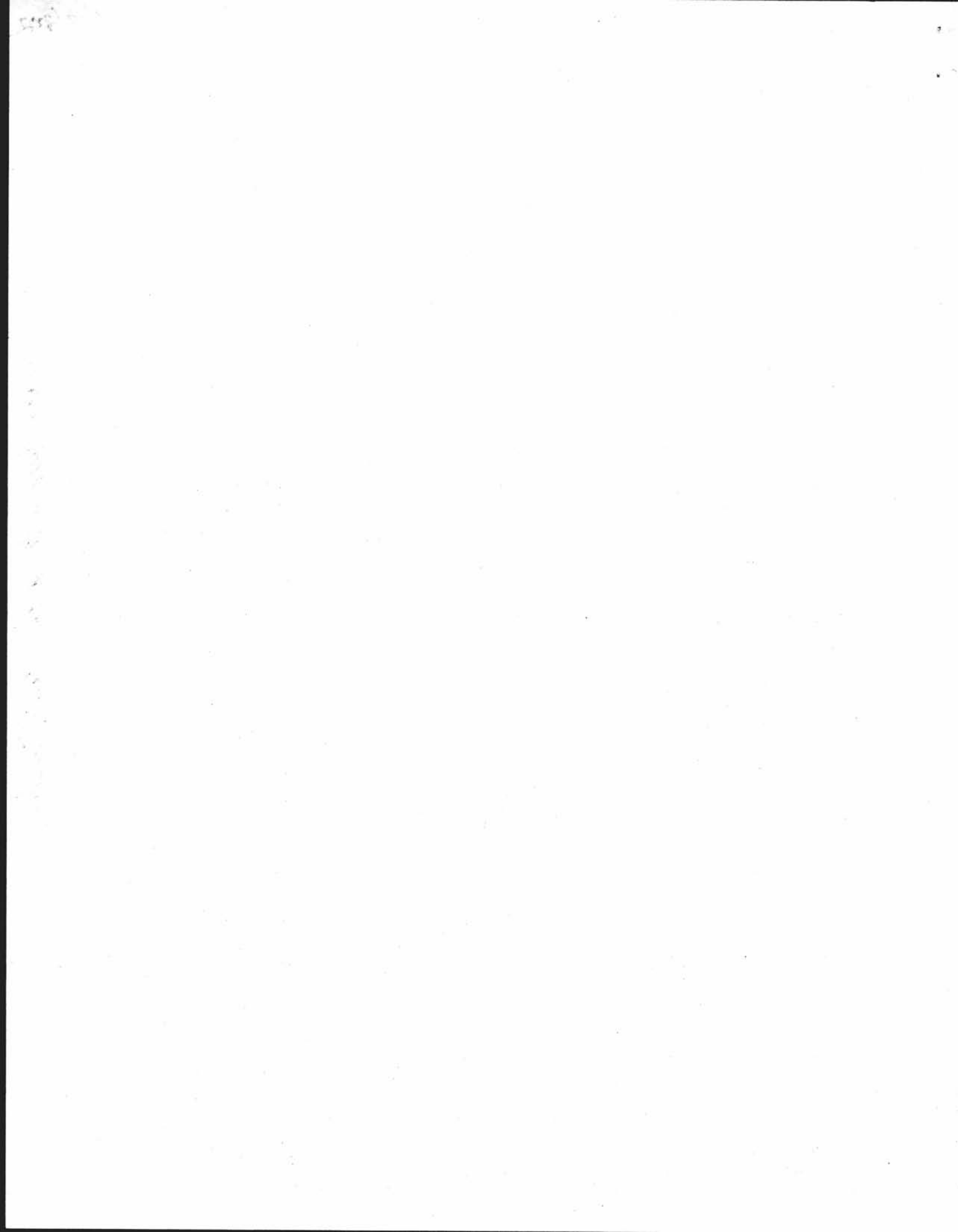
AND

**MICHIGAN COUNCIL OF NURSES  
& HEALTH CARE PROFESSIONALS,  
SEIU LOCAL 79, AFL-CIO**

*Iron County Medical Care Facility*

Effective: September 13<sup>th</sup>2000

Expiration: September 13<sup>th</sup>2002



## TABLE OF CONTENTS

ARTICLE		PAGE
1.	PURPOSE AND INTENT .....	1
2.	RECOGNITION OF THE LPN.....	1
3.	RECOGNITION OF THE FACILITY'S RIGHT TO MANAGE .....	1
4.	RECOGNITION OF THE ASSOCIATION .....	2
	Section 1. Definition of the Bargaining Unit .....	2
	Section 2. Maintenance of Membership and Agency .....	2
	Section 3. Check Off.....	2
	Section 4. Visits of Union Representatives.....	2
5.	SENIORITY .....	3
	Section 1. Definition.....	3
	Section 2. Seniority List.....	3
	Section 3. Probationary LPN .....	3
	Section 4. Seniority Status .....	3
	Section 5. Seniority Computation .....	3
	Section 6. Loss of Seniority .....	4
	Section 7. Seniority Layoffs .....	4
	Section 8. Seniority - Recall from Layoff .....	4
	Section 9. Seniority - Charge LPN.....	5
6.	HOURS OF WORK AND WAGE RATES .....	5
	Section 1. Hours of Work.....	5
	Section 2. Wage Rates .....	6
7.	WAGE SUPPLEMENTS.....	7
	Section 1. Eligibility .....	7
	Section 2. Sick Leave with Pay .....	7
	Section 3. Holidays.....	9
	Section 4. Longevity .....	10
	Section 5. Retirement Income .....	11
	Section 6. Court Duty .....	11
	Section 7. Workers Compensation .....	11
	Section 8. Health, Dental & Optical Insurance .....	11

Section 9.	Shift Premium.....	12
Section 10.	Additional Compensation .....	12
Section 11.	Vacations .....	13
Section 12.	Leave of Absence.....	14
Section 13.	Funeral Leave .....	15
Section 14.	Uniform Allowance .....	15
Section 15.	Overtime.....	16
Section 16.	Physical Examinations.....	16
Section 17.	Employee Meals .....	16
8.	GRIEVANCE PROCEDURE.....	16
Section 1.	Definition of a Grievance.....	16
Section 2.	Rules of Grievance Procedure.....	16
Section 3.	Grievance Procedure .....	17
9.	MISCELLANEOUS.....	18
Section 1.	Strikes - Work Interruptions.....	18
Section 2.	Bulletin Boards .....	18
Section 3.	Pronouns - Use of.....	19
Section 4.	Successor Clause .....	19
Section 5.	Disciplinary Action, Discharge, Suspension .....	19
Section 6.	Disciplinary Action, Discharge, Suspension .....	19
Section 7.	Anti-Discrimination .....	19
Section 8.	Discharge .....	20
Section 9.	Resignation.....	20
Section 10.	Meetings .....	20
Section 11.	Work Schedule.....	20
Section 12.	Workshop.....	20
10.	NEGOTIATIONS PROCEDURES .....	20
11.	TERMINATION AND MODIFICATION .....	21

## AGREEMENT

This Agreement, effective this 13<sup>th</sup> day of September, 2000, by and between Iron County Medical Care Facility, Crystal Falls, Michigan, hereinafter referred to as the Facility or the Employer, and the Michigan Council of Nurses & Health Care Professionals, SEIU Local 79, AFL-CIO, hereinafter referred to as the Union.

### 1. PURPOSE AND INTENT

It is agreed the Facility must provide services to the public on a continuing basis without obstruction by disputes between the Facility and its employees. It is for this reason that the parties enter into this Agreement and by doing so set forth rates of pay, wages, hours and conditions of employment to be observed by both parties. This Agreement further provides for the adjustment of grievance(s).

### 2. RECOGNITION OF THE LPN

It is recognized by both parties that the LPN is responsible for high quality nursing care under the direction of an RN. The LPN shall be classified apart from non-licensed auxiliary nursing personnel (i.e. Aide, Orderlies, Ward Clerks) and have the responsibility and authority to direct such personnel. The LPN shall at all times present and conduct himself in a Professional Manner.

### 3. RECOGNITION OF THE FACILITY'S RIGHT TO MANAGE

The Union recognizes and agrees that the Facility retains the sole right to manage and operate the Facility in all respects to matters in connection with the exercise of such right, subject only to the Union right to grieve if action taken by the Facility may reasonably and sensibly be claimed to be contrary to a specific limitation of its right. An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Facility (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any questions he has as to the Facility's right to give him the order or instruction, only after he carries out the order or instruction, and his question must be on a reasonable and sensible reading of a specific provision or specific provisions of the Agreement.

This Agreement supersedes any past practice(s) agreement(s), verbal or written, between or among any of the parties hereto and any employee(s) covered hereby which is in conflict in any way with specific provisions of this Agreement.

#### 4. RECOGNITION OF THE ASSOCIATION

##### Section 1. Definition of the Bargaining Unit

A. Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 1947, as amended by Act 379, Public Acts of Michigan, 1969, the Facility recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all LPNs employed by the Facility.

##### Section 2. Maintenance of Membership and Agency

A. Employees covered by this Agreement, at the time it becomes effective and who are members of the Union at that time, shall be required, as a condition of continued employment, to continue in the Union or pay a service fee to the Union equal to dues uniformly charged to members for the duration of the Agreement.

B. Employees covered by this Agreement, who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the dues required for membership, commencing ninety (90) working days after the effective date of this Agreement and such conditions shall be required for the duration of this Agreement.

C. LPNs hired, rehired, reinstated or transferred, after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the dues required for membership for the duration of this Agreement commencing the ninetieth (90th) working day following their date of hire.

##### Section 3. Check Off

The Facility agrees to deduct service fees or dues from the pay of any employee covered by this Agreement upon presentation of a signed payroll deduction card by the Union for each employee. Such deduction shall be remitted to the Union within five (5) days following such payroll deduction.

##### Section 4. Visits of Union Representatives

The Facility agrees that representatives of the Union Program Board, whether local district, council or State shall have access to the premises to conduct Union business, upon notifying the Facility Administrator of the date and time.

## 5. SENIORITY

### Section 1. Definition

An employee covered by this Agreement, who has completed the probationary period shall have seniority as of such last day of hire. Seniority shall be applied only as specifically set forth in the Agreement.

### Section 2. Seniority List

The Facility will keep the seniority list up to date and post the list on the Union bulletin board as well as provide the Union Secretary with a revised list each six (6) months following the date of initial posting. It shall be the responsibility of each employee covered by this Agreement to check the original list and each such revised list and to notify the Administrator in writing of any alleged error in seniority. The employee and the Administrator shall mutually try to settle any questions as to the correctness of the posted seniority. The Administrator shall notify the Union Secretary promptly and in writing of any corrections made in the employees seniority. If the question is not settled the employee may refer to Step 2 of the grievance procedure. If the employee does not do so within five (5) days following discussion, with the Administrator, his seniority shall be deemed to be correct as posted.

### Section 3. Probationary LPN

An LPN shall be considered to be on probation and shall not be entitled to any seniority until he has completed ninety (90) working days of regularly scheduled employment (either full-time or part-time) after his last day of hire. Any LPN who is discharged by the Facility during the probationary period and is later rehired shall begin the probationary period as of the date of rehire. The Facility shall have no obligation to re-employ an LPN who is laid off or discharged during probationary period. The Facility shall have the right to discharge a probationary employee for or without cause and without respect to seniority.

### Section 4. Seniority Status

Upon completion of the probationary period the LPN shall be placed on the seniority list as of the last date of hire. When two or more employees covered by this Agreement have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date of last hire.

### Section 5. Seniority Computation

All employees covered by this Agreement shall have their seniority calculated based on date of hire.

Section 6. Loss of Seniority

An employee covered by this Agreement shall be removed from the seniority list if:

- A. The employee resigns, retires, or dies;
- B. The employee is discharged and the discharge is not reversed;
- C. The employee is absent for three (3) consecutive days without notifying the Facility;
- D. If the employee does not return to work when recalled to work following a layoff (See Section 8);
- E. The employee does not return to work following authorized sick leave or leave of absence; and
- F. The employee is not able or fails to perform assigned duties of employment for a period of five hundred twenty (520) consecutive work days. Any employee now receiving Workers Compensation including Mary Jacobson shall not have her seniority adversely affected by this provision.

Section 7. Seniority Layoffs

When it becomes necessary to reduce the work force, the following procedure shall be followed:

- A. Probationary - Probationary employees covered by this Agreement are to be laid off first.
- B. Thereafter, employees covered by this Agreement with seniority status will be laid off starting at the bottom of the seniority list (those with less seniority). Employees that are to be laid off shall receive seven (7) calendar days notice prior to layoff. The Union shall be notified at the same time. Notice of layoff shall be in-writing.

Section 8. Seniority - Recall from Layoff

All employees covered by this Agreement shall be recalled to work following a layoff starting at the top of the seniority list (those with the most seniority). Notice of recall may be given in person, by telegram, or by telephone or by certified mail. If notice is by telephone it shall also be confirmed by certified mail. Any employee who has been notified to return to work following layoff that does not return within seven (7) calendar days shall be removed from the seniority list. If an LPN's failure to return to work is due to illness or injury or other serious reasons beyond his control, he may retain his seniority if he has notified the Facility's Director of Nurses or Administrator of such reasons prior to his deadline for returning to work. The Facility may require substantiation of the reason given by the LPN.



Section 9. Seniority - Charge LPN

A charge LPN shall be scheduled on the basis of seniority and ability to do the work, unless rescinded, in writing, by the individual LPN; seniority shall be based on the number of years worked as an LPN at the Facility.

6. **HOURS OF WORK AND WAGE RATES**

Section 1. Hours of Work

The hours of work set forth hereinafter are those which an employee covered by this Agreement will normally work.

- A. The regular work week  
The regular work week shall normally be forty (40) hours. (32 hours or less for part-time LPNs)
- B. The regular work day  
The regular work day shall consist of eight (8) hours within a full day, the full day being from 7:00 a.m. to 7:00 a.m.
- C. The standard work week  
The standard work week shall begin at 7:00 a.m. on Sunday and end 7:00 a.m. the following Sunday. The week shall normally consist of five (5) work days.
- D. Lunch Period - Coffee Break  
All employees covered by this Agreement shall have thirty (30) minutes off for lunch in the eight (8) hour work day and fifteen (15) minutes off for a "coffee break" during the first and second half of the eight (8) hour shift.

It is specifically understood by the parties that to be paid for the one-half (½) hour lunch period, employees must complete five (5) hours of work. Employees who leave just after lunch shall not receive a paid lunch hour unless they have completed five (5) hours of work on that day.

- E. The regular work shifts
  - 1. The first shift is any shift that regularly starts on or after 6:45 a.m.
  - 2. The second shift is any shift that regularly starts on or after 2:45 p.m.
  - 3. The third shift is any shift that regularly starts on or after 10:45 p.m. (It is mutually agreed that patient care must be provided on a continuous basis, therefore, LPNs will continue the practice of reporting ahead of

the regular shift so that the LPN from the off-going shift may pass on pertinent information regarding the patients.)

F. A minimum of sixteen (16) hours shall be granted between shifts except in the case of an emergency and when agreed upon by the Facility and the LPN.

G. The parties agree to the scheduling of LPNs for every third weekend off.

An LPN committee shall be formed in the event of problems in this regard to meet with the Director of Nursing to work towards the resolution of these problems.

H. The employer agrees to schedule full-time employees on permanent shifts by seniority, with the exception that both the employer and union recognize that two (2) of the full-time employees shall be scheduled on all three (3) shifts (swing shift).

I. LPNs covering for LPNs

To assure compliance with the minimum staffing requirements within the Facility, as outlined in the State of Michigan's Nursing Home Rules and Regulations, an LPN will work a second consecutive shift in order to cover for its own people by following the procedure as stated below:

a. Available (those not scheduled for the particular shift coverage is being sought) part-timers are to be notified (an attempt should be made), as to whether or not they would be willing to come in and work the shift.

b. If there is no favorable response, then those available (those not scheduled for the particular shift coverage is being sought) full-timers will be notified (an attempt should be made), as to whether or not they would be willing to come in and work the shift. Since this would warrant overtime pay this procedure would be followed by seniority.

c. If no favorable response is received from a or b above, then the LPNs on the prior shift for which coverage is being sought would be requested to work a second consecutive shift or a part thereof. This request would be made on a seniority basis with the least senior LPN(s) being required to work the second shift or its part thereof, providing that all other above attempts to cover the shift have failed.

LPNs will cover only for other LPNs and not for nursing assistants or RNs.

Section 2. Wage Rates

A. Effective the first full payroll period after January 1, 2000, the following hourly rates will be in effect for all employees covered by this Agreement:

<u>Starting</u>	<u>After 6 Months</u>	<u>After 5 Years</u>
\$13.01	\$13.22	\$13.38

The above rate increase shall take effect only if the wage pass-through is renewed in its present form. Should it not be renewed, no raise will be implemented and the parties will open negotiations immediately to discuss wages only. In the event the variable cost component of the Iron County Medical Care Facility remains the same or declines, all contractual wage rates will immediately revert to the wage rates in effect as of January 1, 1999, and either party may immediately reopen the Contract to discuss modifying all wage rates and classifications. In addition, the above increase is contingent upon the Facility's fund sources and amounts remaining constant. In the event that block grants, managed care, intergovernmental transfers or wage pass-throughs are reduced or have the effect of reducing the Facility's revenue, the above increase shall be rolled back to the rates in effect on January 1, 1999, and the Contract will be opened immediately to bargain concerning wages.

B. All LPNs employed by the Facility shall be licensed by the State of Michigan to qualify for LPN wages. A copy of the license and each renewal shall be on file with the Business Office.

C. The parties agree to open the contract to discuss wages only in June of 2001. All other terms and conditions shall remain unchanged and in full force and effect for the life of the Agreement.

## 7. WAGE SUPPLEMENTS

### Section 1. Eligibility

A. A full-time LPN is entitled to all wage supplements and benefits set forth in this Article.

B. A part-time LPN is entitled only to those wage supplements and fringe benefits specifically enumerated in this section.

C. Full-time and part-time status will be determined by the Facility with concurrence of the LPN at the time of hire or at any time during employment. A change from part-time to full-time or from full-time to part-time shall be done in writing with a copy to the Union.

### Section 2. Sick Leave with Pay

A. A full-time LPN shall accumulate 3.7 sick leave hours per pay period (every two weeks) not to exceed 96.2 hours per year with a maximum accumulation of 800 hours.

B. Unused sick leave hours will be paid at the rate of fifty percent (50%) to the LPN upon resignation with proper notice (See Article 9, Section 9). Unused sick leave hours will be paid to LPNs upon retirement under the MERS Pension Plan. (See Article 7, Section 5).

C. Unused sick leave hours will be paid to the beneficiary of the LPN upon the death of the LPN.

D. The hourly base rate of pay for the LPN on the last day worked will be used to calculate the amount due in the two preceding items (B and C) of Section 2, Article 7 and paragraph G. of this Article.

E. An LPN shall accrue sick leave days while on paid sick leave.

F. Sick leave may be used for illness of the LPN, illness of a member of the LPN household when living under the same roof as the LPN and for medical and dental appointments.

G. An LPN may maintain four hundred (400) hours credit and receive one-half (1/2) pay for any unused sick hours above and beyond the four hundred (400) hours at the end of each year of continuous employment. Payment shall be made the first pay day in January of the following year.

H. Each LPN shall complete and sign a "Sickness Affidavit" provided by the Facility specifying the reason for absence.

I. The Facility may require an LPN making excessive claims for paid sick leave to submit to a physical examination to be performed by the LPN's family physician who will determine physical ability to perform the duties of an LPN.

J. The LPN shall inform his immediate supervisor at least two (2) hours in advance of his scheduled shift on the afternoon and evening shifts or one (1) hour in advance on the day shift if unable to come to work, unless an emergency arises.

K. An LPN who is absent for three (3) consecutive scheduled shifts or more shall present the Facility with medical certificate or an adequate reason for such absence upon request of the employer.

L. Sick leave shall be taken on a five (5) workday basis, holidays falling within a period of sick days shall not be counted as workdays.

M. Sick leave shall not accrue during a leave of absence without pay.

N. LPNs shall not be entitled to use sick leave until completion of ninety (90) working days of continuous full-time service except in the case of injury incurred in the line of duty.

O. Sick leave will be paid to an LPN who becomes ill and leaves the Facility after reporting for duty.

P. "A part-time LPN shall receive pro-rated sick days on the following basis: Hours worked/2080 x full-time equivalent. These sick days are to be paid to the part-time LPN in July as computed using the payroll ending date which includes June 30."

Q. Employees must use paid sick leave prior to unpaid sick leave as permitted by the Family and Medical Leave Act, except employees may save eighty (80) hours of paid sick leave to be used upon the return from FMLA leave.

Section 3. Holidays

A. Full-time employees are entitled to the following holidays:

1. New Year's Day
2. Memorial Day
3. Thanksgiving Day
4. Independence Day
5. Labor Day
6. Christmas Day
7. Easter Sunday
8. Birthday

(a) Part-time employees are entitled to have their birthday as a holiday. The birthday holiday shall be paid on a pro-rata basis based on hours worked divided by 2080 multiplied by 8 hours. This shall be computed on a July 1 to June 30 period of each year.

B. LPNs will be scheduled off duty on their birthday holiday as an additional off-day in the pay period.

C. Personnel will be scheduled to have every other holiday off except Christmas and New Year's which will be scheduled by posting.

In the event of a problem that may affect the scheduling, the LPN committee shall meet with the Director of Nursing Services to work toward resolution of the problem.

D. Any LPN scheduled and working on a holiday shall be paid at time and one-half for hours worked on the holiday plus pay for the holiday. For the purpose of computing hours worked on the holiday, the shift starting at 11:00 p.m. on the day before the holiday shall be considered the first shift.

E. An employee must work the entirety of his last scheduled shift before the holiday, the entirety of his first scheduled shift following the holiday and the entirety of the

holiday if he is scheduled to work on the holiday, in order to be eligible for holiday pay, unless emergency conditions arise beyond the LPNs control which are for reasons other than medical (sickness). No provision of this Agreement shall be used to mitigate or alter the effect of this section.

F. (a) Full-time LPNs shall be entitled to three (3) personal leave days per year upon giving twenty-four (24) hours advance notice. Personal leave days will not be granted to LPNs scheduled to work on a holiday. It is further agreed that of the three (3) personal leave days provided, two (2) of those days will be taken in eight (8) hour increments and the other one (1) personal leave day can be taken in minimum increments of two (2) hours. Employees must have worked forty (45) days in the full-time position before being able to use any personal leave days. Temporary full-time employees earn personal days under this section at the rate of one (1) paid day for each four (4) months of full-time work.

#### Section 4. Longevity

A. Longevity pay will be granted to permanent full-time LPNs as follows:

1. An LPN having completed five (5) years of full-time employment shall receive an additional sixteen dollars (\$16.00) per month.

2. An LPN having completed ten (10) years of full-time service shall receive an additional five dollars (\$5.00) per month, i.e. twenty-one dollars (\$21.00) per month.

3. An LPN having completed fifteen (15) years of service shall receive an additional five dollars (\$5.00) per month, i.e. twenty-six dollars (\$26.00) per month.

4. An LPN having completed twenty (20) years of service shall receive an additional five dollars (\$5.00) per month, i.e. thirty-one dollars (\$31.00) per month.

B. Longevity pay will be determined as of October 1st of each year and will be paid in the first pay period of December of the same year.

C. An LPN not completing a full year will be paid for the number of months completed.

D. Part-time LPNs with qualifying full-time years of service shall receive prorated longevity pay on the following basis:

$$\frac{\text{Hours Worked}}{2080} \times \text{Regular Full-Time Equivalent}$$



Section 5. Retirement Income

The retirement income plan shall be Municipal Employees Retirement System Plan B-1, V-10, FAC-5, F55/25 years. All applicable requirements of Municipal Employees Retirement System shall be adhered to. The Employer will contribute up to a maximum of 4.25%.

Section 6. Court Duty

A. An LPN who serves on jury duty on a scheduled work day shall be paid the difference between the pay for that shift and the amount paid for jury duty.

B. An LPN who is subpoenaed on a Facility related case shall be paid at his regular rate for all hours spent in court, and shall be made whole for any time lost from work.

Section 7. Workers Compensation

A. Each employee shall be covered by the applicable Michigan Disability Compensation Laws. Any employee now receiving Workers' Compensation weekly benefits and supplementary income from the Employer as of July 1, 1987 shall not have supplementary income discontinued so long as the employee continuously remains eligible for Worker's Disability Compensation Act Benefits. Such supplementary benefit eligibility shall terminate as of the time such employee becomes ineligible for Workers' Compensation weekly benefits.

B. An LPN who sustains a compensable work-related illness or injury shall accrue all benefits for a period of six (6) months beginning the first day of the month following the last day worked.

C. From the first day of the seventh month on, the Facility will provide Health Insurance for the LPNs. All other benefits will terminate.

Section 8. Health, Dental & Optical Insurance

A. After one (1) month of employment, all full-time LPNs shall be covered by Blue Cross/Blue Shield Community PPO Option 1 with \$10.00 prescription coverage.

1. For covered full-time employees, the Employer will pay:

Single	\$355.00*
2 Person	\$555.00
Family	\$555.00
Part-Time	\$178.00 (single)
Part-Time	\$275.00 (Two Person or Family)

Should the costs exceed this amount, participating employees will pay all amounts over the above rates.

\*Should the cost increase and an employee have only single coverage the Facility agrees for the life of this agreement to contribute 50% of any amount over \$355.00 provided the employee contributes the other 50% of any such increase.

2. Providing benefits remain equal and unaffected to the employee, the Facility is authorized to seek health insurance or work with its present health insurance carrier in an effort to reduce or contain cost. Adoption of any changes initiated by the Employer with its present health insurance carrier or with another health insurance provider must be by mutual agreement of the Union and the Facility, in order to assure the benefit provided are equal.

B. The Employer agrees to continue the Dental Plan.

C. The Employer agrees to continue the Optical Plan.

D. In the event of a leave of absence for other than illness or injury of a full-time LPN, the Facility will pay the health insurance premium for the full month following commencement of the leave of absence. If the LPN wishes to continue coverage from thereon, the premium shall be paid monthly by the LPN.

E. All LPNs shall be covered by the Facility with \$2,500 Term Life Insurance at no cost to the employee.

F. For the life of this Agreement, hospitalization insurance shall be provided and paid by the Facility for all employees retiring at age sixty-two (62) or later to age sixty-five (65) with at least ten (10) years of Facility service.

#### Section 9. Shift Premium

A. Shift premium will be thirty-five cents (\$.35) per hour for the three o'clock (3:00) p.m. to eleven o'clock (11:00) p.m. shift and forty cents (\$.40) per hour for the eleven o'clock (11:00) p.m. to seven o'clock (7:00) a.m. shift.

B. Shift premium shall not be paid for sick leave, vacation or unworked holidays.

#### Section 10. Additional Compensation

Nurses shall receive additional compensation of one dollar and ten cents (\$1.10) per hour for working as hospital charge.



Section 11: Vacations

- A. Full-time LPNs are entitled to annual leave pay of eight (8) hours each month to a limit of ninety-six (96) work hours annually excluding weekends and holidays.
- B. After four (4) years of full-time service, a full-time LPN is entitled to ten (10) hours per month, one hundred twenty (120) work hours annually.
- C. After nine (9) years of full-time service, a full-time LPN is entitled to twelve (12) hours per month, one hundred forty-four (144) work hours annually.
- D. After fourteen (14) years of full-time service, a full-time LPN is entitled to fourteen (14) hours per month, one hundred sixty-eight (168) work hours annually.
- E. After nineteen (19) years of service, a full-time LPN is entitled to two (2) additional days of vacation annually.
- F. Vacation time cannot be used by an LPN until he has completed twelve (12) months of service.
- G. All vacations must be taken during the year following accrual or be forfeited.
- H. Vacation requests for emergency vacation shall be made to the Administrator. Granting of the request is at the discretion of the Administrator.
- I. If an LPN cannot take vacation in the year following accrual because of Facility work requirements, payment for the days accrued at the LPN base rate will be made on the last pay day in December of the year following accrual.
- J. Vacation request submitted by March 15th will be acted upon by May 15th and scheduled on a seniority basis. Vacation requests received after March 15th will be scheduled according to seniority but on the basis of weeks that are available.
- K. Vacations will be scheduled in accordance with Section 11, Subsection I. at such times during the year as are suitable considering both the request of the LPN and the efficient operation of the Facility.
- L. Vacations may be taken in one (1) or more eight (8) hour increments if notification is received by the first of the month prior to the desired vacation days.
- M. When a holiday as defined in Article 7, Section 3, Subsection A, falls within the LPNs scheduled vacation, the vacation shall be extended one (1) day.
- N. With the exception of Article 7, Section 11, Subsection H and O, payments in lieu of vacation will not be made to full-time LPNs.

O. If an LPN becomes ill or is injured and is under the care of a licensed physician during his vacation, the vacation will be rescheduled upon presentation to the Facility of written certification of illness or injury signed by the attending physician. If the illness or injury causes incapacity for the balance of the year, payment will be made for the balance of the vacation at the LPNs hourly rate at the start of vacation.

P. If an LPN retires, resigns in accordance with Article IX, Section 9, Subsection A, or dies, the accrued vacation due on the date of retirement, resignation or death will be paid to him or his beneficiary at the hourly rate at the time of retirement, resignation or death.

Q. A part-time LPN shall receive pro-rated vacation days on the following basis: Hours worked/2080 x full-time equivalent. These vacation days are to be paid to the part-time LPN in July as computed using the payroll period ending date which includes June 30.

R. When a leave of absence is taken for one (1) year or longer, all accrued vacation hours will be paid on the first pay day after the leave of absence begins.

#### Section 12. Leave of Absence

A leave of absence after one (1) year of continuous full-time service for a period not to exceed one (1) year will be granted for the following:

A. To serve as an elected or appointed Union official.

B. Illness

1. The LPN shall be granted illness leave up to one (1) full year if he has a written certification from his attending physician that he is physically or mentally unable to perform the work in his classification.

2. The LPN shall be granted illness leave up to one (1) year for prolonged illness in his immediate family (husband, wife, son, daughter, mother, father) upon presentation of written statement from the attending physician certifying the illness.

3. For the first six (6) months the LPN is on leave of absence due to his illness or illness in the immediate family, he shall accrue seniority. After six (6) months he shall retain seniority but shall not accrue any additional seniority.

4. Before returning to work, the employee must present an affidavit from employee's physician stating her fitness to return to her job and continue with employee's normal function.

C. Educational Leave. Educational leave shall be granted for a period not to exceed one (1) year if the LPN is going to further his education in the field of nursing.

D. Unless otherwise stated in this section the LPN on leave of absence shall accrue seniority and retain seniority and be returned to the first available opening in their classification.

E. It shall be the LPNs responsibility to keep the Facility advised of his status while on leave of absence.

F. Military Leave. The Facility shall abide by The Selective Service Act and its judicial interpretations with respect to leave of absence for Military and National Guard service.

G. Special Cases. Request for leave of absence for reasons not specifically covered in the preceding shall be reviewed by the Administrator and granted only on his authority.

H. All paid time must be taken before any unpaid time may be taken, except employees may save eighty (80) hours of sick leave if they choose to be used upon their return from FMLA leave.

#### Section 13. Funeral Leave

A full-time LPN shall be allowed twenty-four (24) paid scheduled work hours as funeral leave (not to be deducted from sick leave) for death in the immediate family (husband, wife, mother, father, mother-in-law, father-in-law, brother, sister, son, daughter, grandparents, grandchildren). An LPN selected to be pallbearer for a deceased person shall be allowed one (1) funeral leave day if scheduled to work on the day of the funeral. The LPN shall be allowed sixteen (16) sick hours for travel to a funeral that is 150 miles or more from the LPNs place of residence if the funeral falls into one of the categories described in this section. Sixteen (16) funeral leave hours will be granted for the death of son-in-law, daughter-in-law, sister-in-law, brother-in-law. Eight (8) funeral leave hours will be granted for the death of an employee's aunt or uncle. Funeral time must be taken during the time of the funeral.

Part-time employees shall be allowed one (1) scheduled day off, with pay, for a death in the immediate family as defined in this Article (mother through grandchildren). Any funeral leave taken by an eligible employee must be taken during the time of death and funeral, with the exception of a spring burial or memorial service.

#### Section 14. Uniform Allowance

All full-time LPNs after one (1) year of full-time employment shall receive a one hundred and ten dollar (\$110.00) uniform allowance which is to be paid during the month of September, as computed using the payroll period ending date which includes August 31st. Part-time LPNs shall receive a pro-rated uniform allowance using the following formula: Hours worked/2080 x full-time equivalent.

Section 15. Overtime

Overtime (time and one-half) shall be paid for all hours worked over eight (8) in one (1) day and for all hours worked in excess of eighty (80) in a two week period or over forty (40) per week. An LPN required to work beyond their scheduled shift in excess of one-half (1/2) hour shall receive a minimum of two (2) hours pay.

Section 16. Physical Examinations

Physical examinations shall be arranged and paid by the Facility for all LPNs prior to employment and annually thereafter.

Section 17. Employee Meals

Cost to LPN shall be One Dollar and Seventy Five Cents (\$1.75) for the duration of this Agreement, for meals.

Employees who work two (2) consecutive shifts shall receive their meal, on the second shift, free of charge. An employee who works 3:00 p.m. - 11:00 p.m. as their normal shift and then is required to work at least four (4) hours into the 11:00 p.m. - 7:00 a.m. shift, will be granted a meal ticket for one (1) meal which is to be utilized by the employee's next day or afternoon shift worked.

**8. GRIEVANCE PROCEDURE**

Section 1. Definition of a Grievance

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance shall refer to the provision or provisions of the Agreement alleged to have been violated and shall adequately set forth the facts pertaining to alleged violations.

Section 2. Rules of Grievance Procedure

A. The Employer will answer in writing any grievance presented to it in writing by the Union.

B. The grievance must be presented by the delegate to his immediate supervisor within fifteen (15) calendar days of its occurrence.

C. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

D. Any grievance decision not answered within the time limits by the union shall be deemed settled on the basis of the employer's last answer.

E. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the time of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal the grievance shall not be reconsidered. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, a withdrawal without prejudice shall not affect financial liability.

F. After a case has been referred to the Federal Mediation and Conciliation Service, the case may not be withdrawn by either party except by mutual consent.

G. A grievance shall be defined as a violation of this Agreement as it applies to employees. Any grievance shall refer to the provision or provisions of this Agreement alleged to have been violated and shall adequately set forth the facts concerning alleged violation.

H. For the purpose of the grievance procedure, Saturday, Sunday, and Holidays shall not be counted.

I. Delegate(s) are the bargaining unit person(s) selected by the bargaining unit to represent the bargaining unit.

### Section 3. Grievance Procedure

Any LPN having a grievance as defined in Section I shall present it to the Employer as follows:

#### Step 1:

(a) If an employee believes he has a grievance, he shall discuss the grievance with the delegate.

(b) The delegate shall discuss the grievance with the appropriate immediate supervisor.

(c) If the matter is thereby not disposed of within four (4) calendar days, it shall be submitted in written form by the delegate to the appropriate supervisor.

(d) The appropriate supervisor shall answer the grievance within four (4) calendar days.

#### Step 2:

If the grievance remains unsettled, it shall be presented by the chapter chairperson in writing to the Administrator within seven (7) calendar days after the response of Step 1 is

due. The Administrator shall respond in writing to the chapter chairperson within seven (7) calendar days.

Step 3:

(a) If the answer at Step 2 is not deemed to be satisfactory, and the Union wishes to carry it further, it shall within thirty (30) calendar days from the date of the Employer's last answer at Step 2, meet with the Employer for the purpose of attempting to settle the grievance, and if unable to do so, to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) calendar days from the meeting called for that purpose, then an arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with their rules and procedures.

(b) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of its terms. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

## 9. MISCELLANEOUS

### Section 1. Strikes - Work Interruptions

The parties to the Agreement mutually agree that the services performed by the LPN covered by this Agreement are essential to the public health, safety and welfare. The Association therefore agrees that no strike of any kind shall be caused or sanctioned by the Union.

### Section 2. Bulletin Boards

The Facility shall provide a bulletin board which may be used by the Union for the posting of notices pertaining to recreational and social events, Union elections and the results of those elections and notices of meetings.



Section 3. Pronouns - Use of

Whenever reference is made in this Agreement to the male pronoun he, him, his, etc, it is intended and it shall be deemed to include reference to the equivalent female pronoun she, her, hers, etc.

Section 4. Successor Clause

This Agreement shall be binding upon the Iron County Family Independence Agency Board and its successors and personnel and the Union and its members.

Section 5. Disciplinary Action, Discharge, Suspension

Disciplinary actions or measures shall include, but are not limited to, those actions outlined in the Code of Conduct and as revised from time to time. Reprimand (other than oral), suspension and discharge, shall be in writing with a copy made available to the Union.

If the disciplinary action cannot be resolved by discussion it may be presented through the regular grievance procedure as outline in this Agreement.

Whenever the Facility feels the disciplinary action should result in suspension from employment or discharge, such action shall be taken by the Administrator only, or the Personnel Director.

The Union shall be notified in writing that the LPN has been suspended and subject to discharge. The notification shall contain all pertinent information as to the reason for such action. The Union shall have the right to take action at the third (3rd) step of the Grievance Procedure through the arbitration step if deemed necessary. Any LPN found to be unjustly discharged or suspended shall be reinstated with full compensation for all lost time with full restoration of all other rights and conditions of employment.

Section 6. Disciplinary Action, Discharge, Suspension

Reprimanding an LPN shall be done privately without knowledge of fellow employees or the public.

Section 7. Anti-Discrimination

The Facility and the Union agree that all provisions of this Agreement shall be applied to all LPNs covered hereby, without regard to race, creed, national origin, marital status, sex or political or religious affiliation.

Section 8. Discharge

Any LPN covered by this Agreement who is discharged for cause shall forfeit all accumulated benefits including but not limited to sick leave, vacation, longevity and uniform allowance unless such discharge is subsequently revoked or modified through the established grievance procedure.

Section 9. Resignation

(a) An LPN shall give the Facility two (2) weeks written notice of resignation. Failure to do so without proper reason will result in forfeiture of all accrued benefits including, but not limited to, vacation, longevity, sick pay and uniform allowance. If an LPN is absent without permission or notification for three (3) consecutive scheduled work days, the LPN will be considered as having abandoned his position and resigned without notice unless later proven that the LPN was incapacitated and unable to notify the Facility.

(b) An LPN shall be removed from the seniority list upon resignation. If rehired at a later date seniority and accrual of benefits shall begin from date of rehire and no credit given for previous service.

Section 10. Meetings

A meeting with the Director of Nurses and the LPNs covered by this Agreement shall be scheduled at least once (1) each month with the time of the meeting to be left up to the discretion of the Director of Nursing.

Section 11. Work Schedule

The work schedule will be arranged to meet schooling when attending "Continuing Education Programs" for LPNs.

Section 12. Workshop

When attendance at a "workshop" is authorized by the Facility the LPN shall be paid wages for the day and be reimbursed for registration fees. The LPN shall submit a written report regarding the information discussed at the "workshop" within seven (7) days of attendance.

**10. NEGOTIATIONS PROCEDURES**

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect by mutual agreement in writing by both parties. It is recognized that matters may from time to time arise of vital concern to the parties which have not been fully/adequately negotiated between them. It is in the best interest of all



concerned that the opportunity for the mutual discussion of such matters be provided. The parties will accordingly cooperate in arranging meetings between the Facility Administrator and the Union Representatives. Both parties will furnish necessary information needed to resolve such matters. If the parties fail to reach agreement in such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board to take any lawful measures it may deem appropriate.

## 11. TERMINATION AND MODIFICATION

- A. This Agreement shall remain in full force and effect until September 12<sup>th</sup> 2002.
- B. If either party desires to amend and/or terminate this Agreement it shall sixty (60) days prior to the above termination date give written notice of same.
- C. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or amendment by either party sixty (60) days prior to the current year's termination date.
- D. If notice has been given in accordance with the preceding paragraphs this Agreement may be terminated by either party on ten (10) days written notice of termination.
- E. Any amendment that the parties may agree upon shall become part of this Agreement without changing or modifying any other terms of this Agreement unless the Amendment specifically outlines such change.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2000.

MICHIGAN COUNCIL OF NURSES  
AND HEALTH CARE PROFESSIONALS,  
SEIU LOCAL 79, AFL-CIO

\_\_\_\_\_  
Willie Hampton, President

\_\_\_\_\_  
Ray Murdaugh

*Dorothy Barnett*  
\_\_\_\_\_  
Dorothy Barnett

*Kathleen Holkup*  
\_\_\_\_\_  
Kathleen Holkup

*Rose Bortolini*  
\_\_\_\_\_  
Rose Bortolini

IRON COUNTY MEDICAL CARE  
FACILITY

*Chester E. Pintarelli*  
\_\_\_\_\_  
Chester E. Pintarelli, Administrator

*Steve Gagne*  
\_\_\_\_\_  
Steve Gagne, Chairman FIA Board

*Paul B. Masuga*  
\_\_\_\_\_  
Paul B. Masuga, Vice Chairman FIA Board

*Joseph Fittante*  
\_\_\_\_\_  
Joseph Fittante, Member FIA Board