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AGREEMENT

BETWEEN

SOCIAL SERVICE BOARD

ISABELLA COUNTY MEDICAL CARE FACILITY

and the

MICHIGAN LICENSED PRACTICAL NURSES ASSOCIATION

*Isabella County Medical Care Facility*

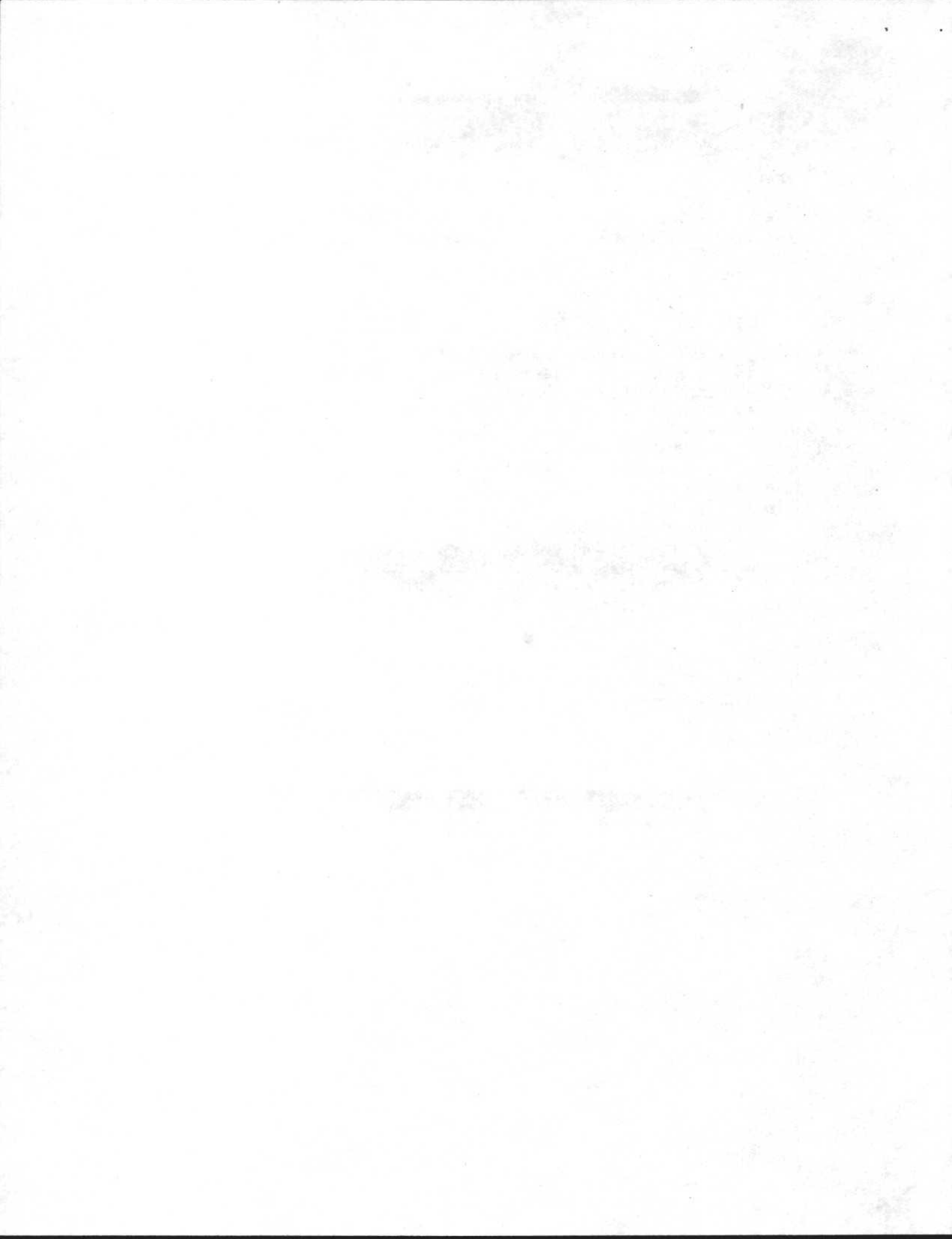
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## AGREEMENT

This Agreement, entered into this twenty-fifth day of May, 1979, by and between the Social Service Board, an agency of the County of Isabella, a Michigan Municipal Corporation, which operates the Isabella County Medical Care Facility, hereinafter referred to as the "Employer," and the Michigan Licensed Practical Nurses Association, hereinafter referred to as the "Association". Persons covered by this Agreement are hereinafter referred to as "Employees".

### ARTICLE I. Recognition

(a) The Facility hereby recognizes the Michigan Licensed Practical Nurses Association as the exclusive bargaining representative in accordance with the laws of the State of Michigan for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment, or other conditions of employment of all of the employees whose regularly assigned duties with the Employer are as licensed practical nurses, excluding all other employees.

(b) Persons awaiting Michigan Registration, and who are employed as Practical Nurses under a temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

(c) The Employer shall provide the Association with the names, addresses, and dates of hire of all employees in the bargaining unit and any changes thereof.

### ARTICLE II. Association Membership and Security

(a) All employees covered by this Agreement who are presently members of the Michigan Licensed Practical Nurses Association, shall, as a condition of continued employment, remain members of the

Association during the life of this Agreement. All employees who are not presently members of the Association shall, as a condition of continued employment, become and remain members within thirty (30) days of the effective date of this Agreement.

(b) Employees newly hired after the effective date of this Agreement shall, after the end of one (1) month's employment, be required as a condition of continued employment, to become and remain members of the Association during the life of this Agreement.

(c) Any employee who fails to comply with the provisions set forth above, shall have their employment terminated immediately upon expiration of the above stated time limits. Provided, however, that no properly qualified employee who refuses to join the Association or participate in the bargaining aspects of the Association in its relationship with the Employer, shall be denied continued employment, provided that each such individual signs a statement to that effect and contributes to the Association a sum equal in amount to the Association dues. In the event an individual's religious convictions prohibit membership and/or contribution to the Association, she shall contribute to a recognized charity a sum equal in amount to the Association dues.

### ARTICLE III. Payroll Deduction for Association Dues

(a) The Employer agrees to deduct from the salaries of nurses, dues for the Michigan Licensed Practical Nurses Association in accordance with the standard form used by the Association, provided that the said form shall be executed by the employee. Failure to execute said form or to pay said dues in full within thirty (30) days after the execution of this Agreement, or after the end of one (1) month's employment shall



result in the immediate termination of employment. The written authorization for Association Dues Deduction shall remain in full force and effect during the period of this Agreement.

(b) The dues shall be deducted in twelve (12) monthly installments with appropriate adjustments being made for any nurse who is on vacation leave or layoff.

(c) The Association shall give the Employer thirty (30) days written advance notice of any changes in dues structure.

(d) Dues deducted shall be sent to the Michigan Licensed Practical Nurses Association at its office located at 5900 Executive Drive, Lansing, Michigan 48910.

(e) In the event the Employer, acting on the request of the Association, discharges or attempts to discharge an employee at the Association's request, the Association shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

#### ARTICLE IV. Non-Discrimination

There shall be no discrimination against any employee or employees by either the Employer or the Association in regards to hiring, tenure of employment, promotions, transfer, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, marital status, or age.

ARTICLE V. Employee Representation

(a) The Licensed Practical Nurses Staff Council, composed of all employees covered by this Agreement, has been established to serve as the local functioning unit of the Michigan Licensed Practical Nurses Association with regard to collective bargaining agreements which cover the members of this Council between the Association and the Employer.

(b) The Association will furnish the Employer with the names of the Officers (Chairman, Secretary, Treasurer) of this Council and other representatives chosen by the membership to act on their behalf.

(c) The Staff Chairman and/or the aggrieved employee(s) and/or his representative shall present all grievances.

(d) Non-employee representatives of the Association, after first notifying the Employer, may visit the facility where the unit members are located for the purpose of representing such employees.

ARTICLE VI. Special Conferences

(a) In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible labor relations participation, Special Conferences will be held at the request of either party to exchange ideas and information, and together explore and discuss situations and subjects of interest and concern.

(b) Arrangements for such Special Conferences shall 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 in Special Conferences shall be confined to



those included in the agenda.

(c) Special Conferences shall be scheduled within ten (10) days after the request is made.

(d) Any agreements reached in a special conference shall apply to all employees in the bargaining unit who are affected by the Agreement and shall be reduced to writing and signed by the parties and a copy attached to the Agreement.

(e) Staff Council members engaged during their work shift in Special Conferences with the Employer shall be entitled to release time as needed without loss of salary.

(f) Conferences shall be held at a time mutually agreed upon.

(g) Conference meetings will be between at least two (2) representatives of the Association and two (2) representatives of the Employer.

#### ARTICLE VII. Grievance Procedure

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. All grievances shall be processed in the following manner:

##### STEP 1:

(a) An employee, together with the Staff Council Chairman or his designated representative, with a complaint concerning the meaning, interpretation or application of this Agreement shall take the matter up with his immediate supervisor within ten (10) days from the time of the occurrence of the event(s) giving rise to the complaint, or from the time that the employee involved first knew or could have

known of the facts giving rise to the complaint.

(b) The supervisor and the employee, together with the Staff Council Chairman or his designated representative, shall attempt to satisfactorily resolve the complaint.

STEP 2:

If the complaint is not resolved in the verbal step and the employee wishes to carry it further, the complaint shall be reduced to a written grievance on a form mutually agreed upon between the Employer and the Association and presented to the Director of Nursing within five (5) days of the verbal discussion in Step 1, (b), with a copy going to the immediate supervisor. Such grievance shall contain the specific section of the contract that has allegedly been violated. Such grievance shall contain the following major paragraphs: (1) Who is affected, (2) What happened, (3) When it happened, (4) Where it happened, (5) What Section of the Agreement has been allegedly violated, (6) What adjustment is requested.

The Director of Nursing and the Staff Council representative shall meet within five (5) days of receipt of the written grievance and attempt to resolve the matter. The Director of Nursing shall give her written answer within five (5) days after such meeting.

STEP 3:

If the grievance has not been satisfactorily resolved, the employee and/or the Staff Council Chairman or his designated representative may present the grievance to the Administrator or his designated representative within five (5) days after receipt of the previous answer. The employee and/or the Staff Council Chairman or his designated representative and the Administrator shall attempt to satisfactorily resolve the grievance. If deemed desirable, a meeting shall be arranged

at a mutually acceptable time in an attempt to satisfactorily resolve the grievance. The Administrator will give a written answer to the grievance within seven (7) days after its receipt.

STEP 4:

(a) If the grievance(s) has not been satisfactorily resolved, at the Step 3 level, and the Staff Council wishes to carry it further, the matter will then be referred to the Michigan Licensed Practical Nurses Association.

(b) In the event Michigan Licensed Practical Nurses Association wishes to carry the matter further, it shall, within thirty (30) days from the date of the Employer's answer at Step 3, advise the Employer by written notice of a meeting to attempt to resolve the grievance(s).

(c) The meeting shall then be held within seven (7) days from the date that the Employer receives the written notice from the Association. If the parties are unable to resolve the grievance(s) at the meeting, the matter may be submitted to arbitration as hereinafter provided in this Agreement.

#### ARBITRATION

Section 1. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association, requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

Section 2. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties over the interpretations or the application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.



Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 5. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 6. It shall be the obligation of the arbitrator to the Employer and to the Association to make his best effort to rule on cases heard by him within twenty-one (21) days after the hearing.

Priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within fourteen (14) days of the hearing.

Section 7. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

Section 8. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

Section 9. Investigation of grievances shall not be considered as time worked for the purpose of calculation of eligibility of overtime by such investigator. The Employer agrees to pay for all reasonable time lost by a Licensed Practical Nurse during her regular working hours while pursuing the grievance procedure, however, the Employer reserves the right to revoke this benefit if the privilege is being abused.

Time Limitations: The time limitations established in the grievance procedure shall be followed by the parties hereto. If the time procedure

is not followed by the Association, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limitations established herein may be extended by mutual agreement in writing.

Time Computation: Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

#### ARTICLE VIII. Maintenance of Discipline

(a) The parties subscribe to the principle that discipline should be a corrective nature rather than punitive, and will normally be based on a verbal warning, written warning, and immediate discharge for just cause. All disciplinary action may become a subject for the grievance procedure.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Representative on the shift, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, except when the employee is disrupting normal Facility operations. Upon request, the Employer or his designated representative will discuss the discipline with the employee and the Representative.

(c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the Representative consider the discharge to be improper, a complaint may be presented in writing through the Representative to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to Step 3 of the Grievance Procedure.

(d) The Employer's right to discharge, suspend, or discipline any employee shall include, but is not limited to, the following: professional



incompetence, abusive or inconsiderate treatment of patients, visitors, volunteers or fellow employees, insubordination, misrepresentation on employment application, stealing, fighting, gambling, possession of weapons, consumption of alcoholic beverages or drunkenness in premises, destruction of property, absence from duty without first securing permission or without notice, except where the employee can prove reasonable inability to give notice, disruption of Facility routine, all of the foregoing subject to the grievance procedure.

(e) As adequate procedures have been provided for the equitable settlement of any grievance arising from this Agreement, the parties thereto agree that the Association will not direct or be responsible for any suspension of work through withholding of services, slowdown, lockouts, refusal to handle or take care of any patient, or other activities that may disturb or interfere with the welfare of patients.

(f) The Employer shall have the right to discipline or discharge any employee in violation of the above and the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

(g) The Employer will not lock out any employee during the term of this Agreement.

#### ARTICLE IX. Status of the Licensed Practical Nurse

(a) The Licensed Practical Nurse is not only responsible for high quality nursing care under the direction of the Registered Nurse, but also performs certain functions independently. For the assumption of these responsibilities, the Licensed Practical Nurse shall be classified apart from non-licensed auxiliary nursing personnel, namely nurse aides, orderlies and ward clerks.

(b) The Licensed Practical Nurse will be expected to function within

the scope of her employment and professional status. The Employer will, within reason, avoid duties for the Licensed Practical Nurse which would normally be handled by employees in other categories.

#### ARTICLE X. Employee Definitions

(a) Licensed Practical Nurses who work forty (40) hours per week shall be considered full-time employees.

(b) Licensed Practical Nurses who are scheduled for work but for less than forty (40) hours, shall be classified part-time employees.

(c) New employees shall be on a probationary status for the first four (4) months of their employment. The Facility decides the ability of a probationary employee to perform the required work. All probationary employees shall participate in an orientation program designed to acquaint them with Facility procedures and techniques and to familiarize and commission them with definite duties and responsibilities. A probationary employee shall not be entitled to sick pay or vacation pay during the probationary period. Upon satisfactory completion of the four (4) month period, she shall be credited with sick pay and vacation pay accruals dating from the commencement of her current employment.

(d) The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Association activity.

#### ARTICLE XI. Seniority

(a) For the purpose of this Agreement, seniority shall be defined to mean the length of an employee's continuous service with the Employer commencing upon completion of the probationary period and dating from the most recent date of hire. Part-time employees shall accrue seniority on a percentage basis of time worked to a full-time basis.

(b) For purposes of layoff, seniority will be administered as follows:

- (1) Probationary employees (part-time then full-time) will be laid off first.
- (2) Part-time and then full-time employees with seniority shall be laid off in the order of their seniority.

(c) Recalls will be made on the principle of: "last one laid off--first recalled".

(d) The Staff Council Chairman shall be notified when any employee is laid off.

(e) Except in case of an emergency, the Employer will give reasonable notice of a layoff.

#### ARTICLE XII. Salaries and Scheduling

(a) The Employer will have someone in charge at all times. When no registered nurse is scheduled on duty, the Director of Nursing will designate a Licensed Practical Nurse to act as charge nurse. The Licensed Practical Nurse so designated will receive a pay differential of twenty-five cents (25¢) per hour for each hour while in the charge capacity.

(b) The standard work week shall begin at 7:00 a.m. Sunday to 7:00 a.m. the following Sunday. It shall consist of five (5) scheduled eight-hour work days. The two (2) remaining days in the week shall be known as "off" days.

(c) The standard work day shall consist of not more than eight (8) hours consecutive in twenty-four (24) hour period with a lunch period of

one-half (1/2) hour and two (2) scheduled fifteen (15) minute rest periods.

(d) Time and one-half will be paid for all hours worked over eight (8) hours per day and forty (40) hours per work week.

(e) Completed work schedules will be posted covering a two (2) week period, at least one (1) week in advance of the time covered by such schedule. No Licensed Practical Nurse shall be required to work more than eight (8) hours in a twenty-four (24) hour period without her consent.

(f) It is Facility policy that all Licensed Practical Nurses will be assigned to the shift of their choice on the basis of seniority when the positions are available.

(g) For the purpose of determining shift premiums, the day shift is any shift that regularly starts after 4:00 a.m., but before 11:00 a.m. The afternoon shift is any shift that regularly starts at or after 11:00 a.m. but before 7:00 p.m. The night shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m. Employees who work on the afternoon shift shall be paid a ten cents (10¢) per hour premium and employees who work on the night shift shall be paid a fifteen cents (15¢) per hour premium.

(h) Employees who report to work without having been notified that there is insufficient work during their scheduled hours shall be paid one-half the hours scheduled, or perform such work as may be reasonably assigned to them.

(i) Employees shall be paid every other Thursday. In the event such day is a holiday, employees shall be paid on the preceding day.

#### ARTICLE XIII. Health Program

A. At the written request of each Licensed Practical Nurse, physical examinations will be arranged for all nurses by the Employer.



without cost to the employee upon hiring and annually thereafter. This exam will include:

1. Chest x-ray and/or Tuberculin Testing
2. Blood sugar and hemoglobin
3. VDRL

B. Immunizations as may appear desirable by the Medical Director for the protection of the employees and patients, will be provided at no charge to the nurse.

#### ARTICLE XIV. Vacations

(a) An employee shall accumulate vacation time on the following basis:

<u>Length of Service</u>	<u>Paid Vacation Accrual</u>
Date of Hire through third year	1 day per 173.3 hours
Fourth through seventh year	1 day per 138.6 hours
Eighth through tenth year	1 day per 115.6 hours
Eleventh year and over	1 day per 104.0 hours

For purposes of computing hours for vacation accrual, holiday pay shall be excluded, but all hours worked, vacation hours, sick leave hours and approved paid absences shall be counted. Overtime hours shall also be counted on a one-for-one basis. An employee may accumulate up to twenty-five (25) days of vacation time. Any greater accumulation of time results in loss of excess over twenty-five (25) days. In the event of retirement, resignation, or dismissal, accumulated vacation time shall be paid at such time. In the event of death, the estate of the deceased employee shall receive payments for any unused vacation time. In case of voluntary termination of employment by the employee, vacation time earned will be paid at the regular rate of pay, providing the employee shall give two (2) weeks written notice to his supervisor or Administrator of his intention to terminate employment. Employees who fail to give the required two (2) weeks notice shall not receive accumulated vacation benefits.

(b) Vacation pay shall be computed at the employee's regular

straight time rate.

(c) Vacations will be scheduled at the convenience of the employee and the Employer, however, in case of conflict in the choice of vacation time, the employee with the longer service at the Facility will have the first choice of vacation time.

(d) Employees departing on vacation leave that extends beyond their next pay day shall be granted a pay advance if this request is submitted in writing at least two (2) weeks prior to the start of the vacation.

(e) An additional two (2) days vacation for the ensuing year will be granted, after the employee has accumulated the maximum sick leave, and the employee does not utilize any additional sick leave days.

#### ARTICLE XV. Holidays

(a) Each full-time Licensed Practical Nurse shall be paid for eight (8) hours at her normal straight time rate for these holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

(b) Should a designated holiday occur during an employee's scheduled day off, the employee shall receive one (1) additional days pay at his current rate based on eight (8) hour day for such holiday.

(c) Any employee who is required to work on a holiday will receive three (3) times their base rate of pay plus any applicable shift premiums.

(d) In order to qualify for holiday pay, when not scheduled to work the holiday, employees must work the last scheduled working day preceding the holiday and the next scheduled working day following the holiday unless they have been previously excused by their department head or are on vacation.



An employee scheduled to work on a holiday and who fails to report for work and whose absence is not authorized, shall forfeit all pay for that holiday.

(e) Personal holidays. Each full-time LPN shall receive two (2) paid personal leave days per contract year. Part-time LPN's shall receive one (1) paid personal leave day if working less than 1,040 hours per year. Part-time LPN's working 1040 hours or more per year shall receive two (2) paid personal leave days per contract year. The Director of Nursing shall receive at least seven (7) calendar days notice and give written approval, providing such scheduling does not interfere with efficient operations.

ARTICLE XVI. Sick Leave

(a) All members covered by this Agreement shall accumulate one (1) paid sick leave day for each 160 hours. For the purpose of computing hours for sick leave accrual, holiday pay shall be excluded, but all hours worked, vacation hours, sick leave hours and approved paid absences shall be counted. Overtime hours shall also be counted on a one-for-one basis. An employee may accumulate paid sick leave up to ninety (90) days maximum. One-half (1/2) of all unused sick leave days accumulated will be paid upon death, retirement or honorable termination, with adequate notice, after accumulation of five (5) years seniority. All unused sick leave time so paid will be paid at the prevailing rate at the time of the employee's death, retirement or honorable termination, with adequate notice, after accumulation of five (5) years seniority. Sick leave may be used for illness of the employee, spouse or children.

(b) Sick leave time will be paid without question for the first three (3) instances in any calendar year. After the first three (3) instances, the Facility may require a doctor's certificate before payment of sick leave.

ARTICLE XVII. Leaves of Absence

(a) Leaves of absence for periods not to exceed one (1) year may be granted in writing, without loss of seniority for:

- (1) Serving in an elected or appointed position, public or Association.
- (2) Employees who become pregnant shall be permitted to work during pregnancy provided their physician certifies that they are physically capable of fulfilling their required work schedules. Such employees shall be permitted to take a leave of absence whenever their physician states that they are no longer physically capable of fulfilling their required work schedule. Employees must return to work at the end of their stated leave, unless unusual circumstances require a longer convalescence.

The Employees must furnish the Employer with a physician's statement certifying that they are physically able to return to work without limitation or restrictions.

A pregnancy leave of absence will be terminated if an employee does not return to work on the specified date given for the termination of the leave.

Employees shall be permitted to utilize sick time and/or vacation time for such absence, provided they have unused accrued benefits; after which an unpaid leave commences.

- (3) Illness leave shall be limited to six (6) months after termination of accumulated sick leave.

- (4) Education leave, if related to the employment of the employee
- (5) Illness leave--immediate members of the employees' family (spouse and children only) shall be limited to six (6) months after termination of accumulated sick leave. The Employer reserves the right to require a physician's statement as to the illness of the immediate member of the employee's family. Such leave may be extended for like cause at the option of the Employer. The Employer reserves the right to require a return-to-work physical examination.

(b) Accrued benefits, during leaves of this nature, will be retained. When a personal leave of absence under this provision is granted for a specific period of not more than thirty (30) 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.

(c) Leave for Association business--One member of the Association elected to attend a function of the Michigan Licensed Practical Nurses Association, such as conventions or educational conferences, shall be allowed two and one-half (2 1/2) days per year off without loss of time or pay to attend such conferences and/or conventions. Additional time off without pay will be granted if needed, provided two (2) weeks prior notice is given the Employer.

#### ARTICLE XVIII. Funeral Leave

- (a) When death occurs to a nurse's parent, wife or husband, child,

son-in-law, daughter-in-law, mother-in-law, or father-in-law, the Facility will grant three (3) eight (8) hour days off with pay.

(b) When a death occurs to a nurse's brother or sister, the Facility will grant two (2) eight (8) hour days off with pay.

(c) When a death occurs to a nurse's, or his or her spouse's brother-in-law, or sister-in-law, grandchild or grandparent, the Facility will grant one (1) eight (8) hour day off with pay.

(d) A nurse must notify the immediate supervisor before beginning such leave and must take such leave at the time of the funeral unless prior arrangements are reached with the supervisor to delay a portion of such leave for activities relating to death.

(e) Funeral leave will be paid at the then-current hourly day rate. The intent of this action is to provide nurses time off to meet their obligations. Unrelated use of this time is not condoned and may be subject to review by the Facility.

(f) A nurse may be granted reasonable additional travel time, if needed, without pay to attend such funerals as defined in this Article.

#### ARTICLE XIX. Jury Duty

Employees summoned for jury duty will be paid the difference between jury pay and the eight (8) hours at regular straight time hourly base rate exclusive of any overtime or other premium pay for scheduled time lost after forty (40) hours per week. Employees will be expected to abide by the following schedule with respect to reporting to work while serving:

(a) Day workers -- 7:00 a.m. to 3:00 p.m. Shift workers, if dismissed from Court service by 12:00 noon, must report to work for



the balance of the day.

(b) Employees working the 3:00 p.m. to 11:00 p.m. shift or similar hours, if dismissed from Court service by 12:00 noon, must report to work as usual. If dismissed by 4:00 p.m., they must report by 7:00 p.m.

(c) Employees working from the 11:00 p.m. to 7:00 a.m. shift, if dismissed from Court service by 4:00 p.m. and not required by the Court to report for duty the following day must report to work as usual. An employee scheduled to work the 11:00 p.m. shift and required to report for jury duty on the day the shift ends will be excused from the shift.

(d) Employees must notify their supervisors as soon as they receive notice to report for such jury duty and must keep their supervisor advised of their availability for work. Employees are required to furnish proof from the Court of such service showing the date and the time served and the date and time paid for their service.

ARTICLE XX. Insurance

(a) The Employer will provide each full-time Licensed Practical Nurse, without charge, Blue Cross-Blue Shield Hospital Medical and Surgical Insurance, coverage as provided in the MVF-2 plan.

(b) The Employer will pay one hundred percent (100%) of the family coverage if the Licensed Practical Nurse is deemed to be the chief provider of their household and the family would otherwise be without insurance.

## ARTICLE XXI. Evaluations

Licensed Practical Nurses shall have a written evaluation of their work performance within four (4) months following employment, and every twelve (12) months thereafter. Such evaluation will be made by the nurse's immediate supervisor and the Director of Nursing.

## ARTICLE XXII. Educational Courses

(a) The parties recognize that because of the rapid growth of the total "health industry" and the increasing rate of technological change, that it is most desirable that all Licensed Practical Nurses be encouraged and supported by their Employer to maintain and improve their efficiency through continual learning.

(b) The Employer will consider the application for reimbursement for tuition, books and lab fees for courses taken by Licensed Practical Nurses which are work related. The final determination of such expenditures shall be made by the Employer. Under any circumstances, a final grade of "C" or better shall be required for reimbursement.

## ARTICLE XXIII. Management Rights

Section 1. Except as contained in this Agreement, the Employer retains exclusive right to manage and operate the Facility in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide for such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated, their location and to direct and control operations thereof;



to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; to carry out the ordinary and customary functions of management, i.e., the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to develop skills; to determine reasonable workloads; to establish change of work schedules; to provide and assign relief personnel.

Section 2. The Employer reserves the right to publish and enforce work rules, policies, procedures and regulations, with a copy going to the staff council chairman and State Office of the Association, establishing new work rules. The work rules will be subject to the grievance procedure, if they are in conflict with the existing labor contract.

Section 3. The Association hereby agrees that the Employer retains the right to establish and administer without limitation, implied or otherwise, all matters not limited by this Agreement.

#### ARTICLE XXIV. Other Conditions

(a) The Association shall have the right to use designated bulletin boards to announce meetings and inform its members of matters of interest.

(b) The Employer shall provide a \$5,000 Facility-paid life insurance plan for each full-time LPN.

(c) The Employer agrees to keep the present pension plan in effect for the duration of this Agreement, said plan to be Michigan Municipal Employee's Retirement Plan, C-1. Licensed Practical Nurses shall be advised as the State of Michigan makes information available of their accumulated monies and total years of accrued service in the pension plan.

ARTICLE XXV. Termination of Employment

At least two (2) weeks written notice of termination of employment shall be given by the Licensed Practical Nurse.

ARTICLE XXVI. Term of Agreement

(a) This Agreement shall be effective when signed by the parties and shall continue in effect for a period ending March 1, 1981.

(b) The parties recognize that this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement or Supplements thereto conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect.

(c) This Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and the Association.

(d) If no agreement is reached by the anniversary date, any later agreement shall be effective upon the date that such agreement is signed.

SCHEDULE "A"

	<u>Effective May 20, 1979</u>	<u>Effective March 1, 1980</u>
Start	\$4.50	\$4.75
6 months	\$4.80	\$5.14
1 year	\$5.15	\$5.51

ISABELLA COUNTY  
MEDICAL CARE FACILITY:

Philip R. Epple  
H. B. Bell  
Susan Knight

MICHIGAN LICENSED PRACTICAL  
NURSES ASSOCIATION:

James Chockin  
Robert J. Jones  
Mary J. Johnson  
L. Mauni Smith

