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3/31/2003

AGREEMENT

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*BETWEEN*

JACKSON COUNTY FAMILY INDEPENDENCE AGENCY  
BOARD OF DIRECTORS

JACKSON COUNTY MEDICAL CARE FACILITY

*and*

JACKSON COUNTY MEDICAL CARE FACILITY  
MICHIGAN NURSES ASSOCIATION (MNA)

April, 1 1999 – March 31, 2003

*Jackson County Medical Care Facility*

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AGREEMENT

COPY

THIS AGREEMENT entered into on the first day of April, 1999 between Jackson County Family Independence Agency Board of Directors, hereinafter referred to as the Employer, and the Michigan Nurses Association, hereinafter called the Association, 2310 Jolly Oak Rd., Okemos, Michigan 48864, a non-profit Michigan Corporation and its affiliate, the Nurses Staff Council, on behalf of REGISTERED NURSES employed at Jackson County Medical Care Facility.

## 1. RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative of all Registered Nurses employed at the Jackson County Medical Care Facility at 1715 Lansing Avenue, Jackson, Michigan 49202, excluding the Director of Nursing, Assistant Directors of Nursing, Inservice Director; and Assistant Inservice Director, and Restorative Nurse Coordinator.

## 2. DEFINITIONS

1. EMPLOYER. For the purpose of this Agreement, the word "employer" means the Jackson County Family Independence Agency Board of Directors, County of Jackson, State of Michigan.
2. EMPLOYEE. For purposes of this Agreement, the word "employee" means all employees of the Jackson County Medical Care Facility, unless excluded in the recognition clause of this Agreement.
  - a) Full Time Employees. Employees who are regularly scheduled to work eight (8) days or more per fourteen (14) day pay period
  - b) Part-Time Employees. Employees who are regularly scheduled to work less than eight (8) days per fourteen (14) day pay period. Part time employees shall receive half the benefit level of full time employees.
  - c) Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed one hundred (100) calendar days per calendar year. In the event that a temporary employee is promoted to a Full-Time or Part-Time employee, his/her time worked as a temporary employee shall count towards establishing seniority status
  - d) Casual Employees. Employees who are called to work as needed by the Employer.
3. ASSOCIATION. For the purposes of this Agreement the word "Association" as used herein, means Registered Nurse Staff Council of Jackson County Medical Care Facility and Michigan

Nurses Association.

4. IMMEDIATE FAMILY. For the purpose of this Agreement, "immediate family" means the Employee's present spouse, children, step-children with current spouse, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, present parents-in-law, and any other person for whose financial or physical care the Employee is principally responsible.

### 3. ASSOCIATION REPRESENTATION - DUES AND FEES

1. PURPOSE. The Employer and the Association agree that neither shall discriminate against any Employee because of race, color, creed, age, sex, nationality, political belief or membership or non-membership in this Association, nor shall the Employer or the Association, or their agents, or their members, discriminate against any Employee because of exercising of his/her rights under PERA or this Agreement.
2. ASSOCIATION AND NON-ASSOCIATION MEMBERSHIP. All Employees shall elect whether to voluntarily be an Association member or voluntarily pay a representation fee. The Employer and the Association agree they will not discriminate as set forth above, against any Employee in regard to hire terms or conditions of employment in order to encourage or discourage Association membership.
3. ASSOCIATION ACCEPTANCE OF MEMBERSHIP. The Association agrees to accept into membership all Employees who apply for Association membership. Payment of Association dues and fees uniformly required is a condition of Association membership and a condition of continued employment.
4. ELECTION OF MEMBERSHIP. Within thirty-one (31) days from the date of employment, or within thirty-one (31) days from the date this Agreement is executed, whichever is later, each Employee shall elect whether or not to apply for Association membership.
  - a) Election for Association Membership. Employees who elect to join the Association shall execute membership and dues authorization forms required by the Association.
  - b) Election Against Association Membership. Employees who elect not to join the Association shall execute the representation fee authorization form.
5. DEDUCTION OF FEES. Effective January 2000, the Employer shall make a monthly deduction from the paycheck Association dues and fees or the representation fee as authorized by each Employee.
6. DISCHARGE FOR NON-PAYMENT. Employees who fail to remain Association members, or in the alternative fail to pay the representation fee, shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer and the Employee from

the Association, unless the Employer is otherwise notified by the Association in writing within such period that such default has been rectified. As long as the Employer acts in good faith, it shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liabilities by reason of action taken for the purposes of complying with Section 3(6) of this Agreement.

- 7. NOTICE OF NEW HIRES. The Employer will furnish to the Association a list of all new hires; within 30 days of employment or upon request.
- 8. NOTICE OF TERMINATION OF SENIORITY. In the event an Employee's seniority is terminated, the Employer shall notify the Association following the end of the month in which termination of seniority took place.
- 9. AUTHORIZATION FOR PAYROLL DEDUCTION FORM.  
 MICHIGAN NURSES ASSOCIATION  
 2310 Jolly Oak Rd  
 Okemos, MI 48864

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize \_\_\_\_\_ to deduct monthly from my earnings a sufficient amount to provide for the regular payment of membership dues or service fees (circle one), to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues or service fees established from time to time by the Association in accordance with its constitution and by-laws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my employer and the Michigan Nurses Association at any time while this authorization is in effect.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination of the current collective bargaining agreement, whichever occurs sooner.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods beyond the irrevocable period unless revoked by me not more than twenty (20) and not less than ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected

by written notice by certified mail to the employer and the Michigan Nurses Association within such ten (10)-day period.

License Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

10. PROFESSIONAL NEGOTIATING. Employees shall be represented by a bargaining committee of not more than three (3) members, to be composed of Employees of the Jackson County Medical Care Facility. The Employer agrees to pay bargaining committee members for the time lost from regular work during collective bargaining sessions. It is further agreed that all time served in negotiations shall be considered as time worked for any shift during the workday. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made for all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify the Department Heads when they intend to be absent in order to attend collective bargaining sessions.
11. GRIEVANCE REPRESENTATIVES. The Association shall be entitled to one (1) representative to represent each shift for the Registered Nurses at the Jackson County Medical Care Facility. Reasonable arrangements will be made to allow representatives time off with pay during their regular working hours for the purpose of investigating grievances and to attend grievance meetings but in no event shall this time off unreasonably interfere with resident care.

Representatives shall have access to Jackson County Medical Care Facility premises for the purpose of investigating and adjusting any complaints and grievances by arranging in advance with the respective Director of Nursing to visit such premises during regular working hours, but in no event shall the representative interfere with the maintenance of discipline or the regular work being carried on in the Department. The Jackson County Medical Care Facility premises may be used for grievance interviews. Representatives shall investigate and present the grievance to the Department Heads through the grievance procedure. In the event the representative is absent, alternate representatives may perform his/her functions provided they have conformed with the above requirements in notifying the Department Head giving her/him reasonable time to adjust for their absence during such periods while they are investigating or processing grievance procedures.

12. SPECIAL CONFERENCES. Special conferences to discuss professional working relations, health, safety, nursing practice and standards, and resident care will be arranged between the Chairperson of the Nurses' Staff Council and the Director of Nursing upon the request of either party. Such meetings will be between up to two (2) members of the Staff Council, two (2) non-employee representatives of the Association, *the Human Resource Manager*, the Director of Nursing, the Facility Administrator, *and/or* his/her designated representative and an outside representative of the employer. 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. Special conferences shall be scheduled within ten (10) working days after the request is made.

Registered Nurses, at the time of the special conference shall be paid their regular rate for the time spent in such special conferences.



The Association and bargaining unit representatives may meet at a place designated by the Employer on the Employer's property without pay for up to one (1) hour immediately preceding a special conference.

Representatives of the Association may visit the Nurses they represent for the purpose of representing such Nurses in the grievance procedure or at special conferences at a reasonable time during working hours provided they shall have secured the prior permission of the Director of Nursing or the Facility Administrator. Such visits shall not be conducted in such a manner, which will interfere with the operation of the facility or the performance of an Employee's duties including resident care.

#### 4. MANAGEMENT RIGHTS AND ASSOCIATION RESPONSIBILITY

1. The Employer hereby reserves and retains unto itself all power, rights, authorities, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and of the United States. The management of the business of the Employer is vested exclusively in it and the Employer reserves to itself all management and administrative 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 Jackson County Medical Care Facility business and of the Employees of the Jackson County Medical Care Facility. This authority of management 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 and performance, 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 Jackson County Medical Care Facility. Any powers or authority of the employer, which are not abridged, delegated or modified specifically by this Agreement, are retained by the Employer.
2. The Employer shall institute no lockout of the Employees during the term of this Agreement. No members of the Association 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 Association 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 Jackson County Medical Care Facility Employees. This restriction shall apply to the Employer and the Association 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 Employer and the Association or between the Employer 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 any 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.

## 5. ROLE OF THE NURSE

1. Both parties further agree to recognize responsibilities of the Registered Nurse and the Employer within the scope of the Michigan Public Health Code.
2. Both parties agree that the Registered Nurse, as provided in the Michigan Public Health Code, shall have and shall exercise his/her authority, commensurate with his/her responsibility for directing, teaching and supervising less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility for assessment, planning, implementing, and evaluating nursing care including patient teaching and coordination of services.
3. It is the responsibility of each Registered Nurse to maintain and upgrade his/her knowledge and skills affecting the quality of nursing care to keep in compliance with State regulations regarding CEUs and license.

## 6. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a ninety (90) calendar day probationary period.
2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than thirty (30) calendar days upon the mutual written agreement of the Employer and Employee affected. The Association shall be provided a copy of each such agreement by the Employer.
3. ASSOCIATION REPRESENTATION DURING PROBATIONARY PERIOD. The Association may represent Employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. Employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.
4. WAIVER OF PROBATIONARY PERIOD. The Employer may grant a probationary Employee seniority status prior to the end of the probationary period. If such status is granted, the Association shall be notified in writing.
5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the Employer, the Employee shall have seniority status.

6. ANNIVERSARY DATE. Each Employee's anniversary date shall be one (1) year integral from the hiring date.
7. HIRING DATE. Each Employee's hiring date is the first day of work for the Employer as a temporary or regular in continuous full time or part time employment.
8. SENIORITY LIST. The Employer shall prepare and maintain a seniority list, which shall list the name, classification, and anniversary date of each Employee with seniority status. The employer shall submit the seniority list to the Association prior to July 15 and December 30 of each year. A seniority list shall be posted in each department.
9. APPLICATION OF SENIORITY. The Employer agrees to recognize and apply the principle of seniority as follows:
  - a) Departmental Seniority. In the event of promotions, shift preference (when an opening occurs), overtime, annual leave, transfer to a temporary vacant position, and regular days off, only departmental seniority shall apply. In the event of a lay-off, recall, and filling vacant positions, departmental seniority shall first apply.
  - b) County-Wide Seniority. There shall be no County-wide seniority except that Employees shall retain their accrued County and/or Jackson County Medical Care Facility seniority (length of service from last day of hire) for the purpose of fringe benefit computation.
10. SUPERSENIORITY OF ASSOCIATION REPRESENTATIVES. The Chairperson of the Staff Council shall be entitled in the event of lay-off, notwithstanding his/her position on the seniority list, to be continued at their work as long as there is a job in their department.
11. LOSS OF SENIORITY. An Employee shall lose his/her seniority rights for the following reasons (all time periods set forth in subparagraphs (b), (c) and (d) may be waived if the Employee provides a legitimate excuse acceptable to the Employer for failure to notify or report within the time required, which shall be subject to Grievance Procedure):
  - a) The Employee quits or is discharged for just cause.
  - b) The Employee is absent for three (3) consecutive working days without good cause and without notifying the Employer and obtaining an approved leave of absence from the Administrator. The Employer will issue a termination notice in such case.
  - c) An Employee is notified by personal notice, e.g., telephone or personal communication, to report for work and fails to report for five (5) working days after he was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the Employee's last known address on record with the Employer, and the Employee fails to report for work for five (5) days following the time he was supposed to report for work,

based on the postmark of his notice, then in such event he shall be considered to have quit. Notice will be given the Association in the event of the Employee's failure to report within the required time.

- d) The Employee fails to report back within three (3) days following the expiration of a leave of absence, vacation or holiday.
- e) Falsification of reasons for a leave of absence or statements on the Employee's application. This shall not apply to false statements made over two (2) years ago.
- f) An Employee with less than one (1) year of seniority will lose his/her seniority if he/she is laid off for a period equal to the length of time of his/her seniority. Employees with more than one (1) year of seniority will lose their seniority if laid off for a continuous period equal to their seniority acquired at the time of lay-off or for a period of eighteen (18) months, whichever is longer.

12. SENIORITY STATUS/MILITARY SERVICE The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans, which are applicable to it.

## 7. LAYOFFS

- 1. TEMPORARY LAY-OFF. A temporary lay-off is a lay-off for a period of five (5) days or less.
- 2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of Employees within a given department within the bargaining unit.
- 3. LAY-OFF PRIORITIES. In the event of a permanent or temporary lay-off, Employees will be laid off in the following order within their department:
  - a) Casual Employees
  - b) Temporary Employees
  - c) Probationary Employees
  - d) Part-time Employees
  - e) Full-time Employees
- 4. LAY-OFF NOTIFICATION. In the event of a temporary or permanent lay-off, Employees shall be notified, in writing, by the Employer at least five (5) days prior to the lay-off. The Association shall be given a list of such laid off Employees at the same time.
- 5. BUMPING.

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- a) Employees on temporary lay-off may not exercise their seniority rights to bump into other classifications.
  - b) In the event of a permanent lay-off of a registered nurse from his/her position, the nurse may bump to the position of less senior registered nurse. The Employee may elect to waive seniority rights and accept the lay-off by writing to the Staff Council Chairperson and the Human Resource Manager of the Employer.
6. RECALL. When the work force is to be increased after lay-off, Employees shall be recalled according to seniority, reversing the above provision.
  7. NOTICE OF RECALL. Notice of recall may be made by telephone, by telegram, or by registered or certified mail. In the event of telephone notice, the Staff Council Chairperson shall be present.

#### 8. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an Employee dies, quits, is rightfully discharged, is transferred, or is granted a leave of absence exceeding sixty (60) working days (and management decides to fill the position).
2. FILLING TEMPORARY VACANT POSITIONS. The Employer may fill a temporary vacant position with a temporary employee for a period not to exceed sixty (60) working days.
3. VACANT POSITION POSTING. Position vacancies shall be posted over the signature of the Director of Nursing **for** five (5) working days. The Staff Council Chairperson shall receive a copy of all postings at the time they are posted. All vacant positions will be posted in house prior to posting the position outside the Facility.
4. APPLICATION FOR VACANT POSITIONS. An Employee desiring to be transferred to the posted vacant position shall make written application to the Human Resource **Department**.
5. RATE OF PAY/NEW EMPLOYEES. If a vacant position or temporary vacant position is filled with a new Employee with prior experience, the Employer may commence his/her pay progression at the second year step. If this is done, the Staff Council Chairperson shall be notified in writing.

#### 9. INSERVICE AND EVALUATION

1. INSERVICE. The Employer in conforming with the industry and regulatory standards agrees to continue its program of inservice training whose purpose is to inform Nurses of methods,

procedures and trends of their profession. Registered Nurses may suggest topics to the Inservice Director if they so desire.

Release time without loss of pay shall be provided Nurses to attend the inservice program.

2. EVALUATION. A written evaluation shall be provided to each Employee during the probationary three (3) month period and at the employee's first anniversary of date of hire and yearly thereafter. After the evaluation has been discussed with the Nurse, the Nurse shall sign the evaluation to indicate that it has been reviewed with him/her; however, such signature shall imply neither agreement nor disagreement with the evaluation. A copy of the evaluation shall be made available to the Employee if he/she so requests.

## 10. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the Employee and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the Grievance Procedure.
2. DEFAULT SETTLEMENT OF GRIEVANCE. Any grievance not initiated, appealed, or answered within the time limits outlined within the Grievance Procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review, by either party.
3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. EXTENSION OF TIME PERIODS. The parties may extend the time periods within the Grievance Procedure by mutual written agreement.
5. WORKING DAY DEFINITIONS. Working days pertaining to the Grievance Procedure shall be defined as Monday through Friday excluding Holidays.
6. RETROACTIVE PAYMENT OF WAGES. Any grievance relating to payment of wages shall go back to the pay period preceding the filing of the grievance.
7. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the Grievance Procedure.

## STEP ONE

- a) Oral Presentation of Grievance to the Director of Nursing. An Employee having a grievance shall present it orally to the Director of Nursing within five (5) working days from the time they knew or should have known of its occurrence.
- b) Written Presentation of Grievance to Director of Nursing. If the grievance is not settled orally, and in such event the Grievance Representative must be present, the Grievance Representative and the Employee shall jointly reduce the grievance to writing stating the grievance, the contract provision alleged to be violated, and the remedy desired and they shall each sign the grievance and submit it to the Director of Nursing within five (5) working days from the date the Director of Nursing gave his/her oral response to the original grievance.
- c) Written Response to Grievance by Director of Nursing. The Director of Nursing shall answer the grievance in writing within five (5) working days following the presentation of the written grievance.

## STEP TWO

- a) Written Presentation of Grievance to Administrator. If the grievance is not settled at Step One, and the Association or the Employee wishes to proceed further with the grievance, they may submit a signed written appeal to the Administrator within five (5) working days from the date of receipt of the Director of Nursing's written response.
- b) Hearing and Written Response to Grievance by Administrator. The Administrator shall respond to the grievance by conducting a hearing with the Chairperson and the grievant within five (5) working days following the date of presentation of the written appeal. The Administrator shall make a written response to the grievant and the Staff Council Chairperson within five (5) working days from the date of the hearing.

## STEP THREE

- a) Submission to Arbitration. If the grievance is not settled at Step Two, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.
- b) Settlement of Matter Submitted to Arbitration. The Association and Employer shall have full authority to settle any matter subject to arbitration before, during, or after the matter has been submitted, and the Employee will be bound thereby, provided that the Association has fulfilled its duty of fair representation.

- c) Notice of Intent. Notice of Intent to submit to arbitration shall be given within fifteen (15) working days from the end of Step Two. A Demand for Arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days of the end of the Step Two answer.
- d) Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.
- e) Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Association, and may be enforced by a Circuit Court of competent jurisdiction.
- f) Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision.
- g) Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the Association and the Employer. All other expenses shall be borne by the individual parties.

## 11. COUNSELING

Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with Employees concerning job performance and behavior. If, during the course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.

## 12. DISCIPLINE

- 1. PURPOSE OF DISCIPLINE. The purpose of disciplinary action is not to punish Employees but to impress on each Employee the seriousness of his/her actions and, where possible, to correct the Employee's behavior.
- 2. DISCIPLINARY HEARING.
  - a) Employee Entitled to Hearing. In all cases where disciplinary action is being contemplated, the Employee affected shall have an opportunity to participate in a disciplinary hearing.
  - b) Notice of Hearing. The Department Head shall inform the Employee that disciplinary action is being contemplated and shall notify the Employee, and Staff Council Representative of the time and place of the disciplinary hearing.
  - c) Grievance Representative Present at Hearing. The respective Association Grievance Representative shall attend the disciplinary hearing.



d) Conduct of Hearing.

- 1) Disciplinary hearing shall be conducted in private and in a manner that will respect the Employee's confidentiality.
- 2) The Employee must receive an explanation of the charges against him/her as well as the known facts surrounding the incident.
- 3) The Employee may give arguments or explanations concerning the charges made if he/she so desires.

e) Employee Refusal to Participate in Hearing. If an Employee refuses to participate in, or fails to attend, a disciplinary hearing, the Employee shall be notified in writing of the charges and disciplinary action decided upon.

f) Notice of Disciplinary Action. As soon as possible after the hearing, the Employee and Association Grievance Representative shall be notified by the Administrator or designated representative of the disciplinary action taken (if any) in writing, and his/her rights of appeal.

3. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

There are some work rule violations which are so serious that they warrant the immediate discharge of an Employee. Most offenses, however, do not require immediate discharge. While there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered:

- a) The seriousness of the offense;
- b) The Employee's disciplinary and work records (the Employer shall not take into account any work rule violations incurred more than two (2) years previously);
- c) The Employee's length of service;
- d) The facility's past practice in similar or identical cases;
- e) Circumstances surrounding the incident that are either mitigating or aggravating.

4. TYPES OF DISCIPLINARY ACTION.

a) General. Disciplinary actions fall into the several categories following: The sequence of disciplinary actions listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b) Verbal Warning. An informal means by which a Department Head calls to the attention of the Employee certain deficiencies in the Employee's conduct or job performance. Counseling the Employee is one of the most important concerns in a verbal warning. A

record of a verbal warning is to be made by the Department Head and included in the Employee's personnel file. A copy of the written record shall be provided to the Employee and the Association Chairperson.

- c) Written Warning. A formal means by which a Department Head, in a formal memorandum or letter, calls to the attention of the Employee certain deficiencies in the Employee's conduct or job performance. A written warning shall warn the Employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the Employee, another copy included in the Employee's personnel file, and another copy shall be provided to the Association Chairperson and the Grievance Representative.
  
- d) Suspension. This action temporarily suspends an Employee from employment with the Facility and from being paid by the Facility for a definite period of time. The Administrator shall review the proposed suspension of Facility employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following:
  - 1) Suspension shall be for consecutive workdays;
  - 2) Loss of pay for the time period specified;
  - 3) Employee may not utilize leave of any kind while suspended.

Before being suspended, the Employee shall be given a written memorandum or letter specifying the reason for the suspension and the exact date and time the Employee is to report back to work. A copy of this writing shall also be placed in the Employee's personnel file, and another copy shall be provided to the Association Chairperson and the Grievance Representative.

- e) Discharge. This action permanently removes the Employee from employment with the Facility. The Administrator shall review the proposed discharge of Facility employees for work rule violations or unsatisfactory job performance. Before being discharged, the Employee shall be given a written memorandum or letter specifying the reasons for the discharge. A copy of this writing shall also be placed in the Employee's personnel file, and another copy shall be provided to the Association Chairperson and the Grievance Representative.
  
- f) Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Association Chairperson and Employee affected.

## 13. HOURS

- 1. PAY PERIOD. All Employees shall be paid on a bi-weekly basis.

2. HOURLY EMPLOYEES. All Employees shall be regarded as hourly and paid on an hourly basis for the number of hours worked each two (2) week pay period.
3. HOURS. The hours of work for Employees shall be eight and one-half (8 1/2) hours per day as scheduled.
4. DEFINITION OF A DAY. Twenty-four (24) hour consecutive period beginning with the Employee's starting time on each workday.
5. THREE SHIFT OPERATIONS.
  - a) Normal workday. The normal workday shall consist of eight and one-half (8 1/2) hours on one of three (3) shifts.
  - b) Normal Pay Period. The normal pay period shall consist of ten (10) working days in a fourteen (14) day period.
  - c) Weekend Schedules. The Director of Nursing shall schedule Registered Nurses to provide each Employee with every other weekend off. All schedules shall be posted one (1) week in advance, setting forth the schedule for three (3) weeks.
  - d) Lunch Break. Employees working on consecutive three (3) shift operations throughout an entire twenty-four hour period shall be entitled to an unpaid thirty (30) minute lunch break during their eight-and-one half hour (8-1/2) shift, to overlap the next shift.
  - e) SHIFT RATE. Employees who perform work between 3:00 p.m. and 7:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift rate for time worked, excluding early punches for reporting to work early, per employer request.
6. REST PERIOD. Employees may take one (1) fifteen (15) minute rest period before the lunch period and one (1) fifteen (15) minute rest period after the lunch period as scheduled by the Department Head.
7. NEW SHIFTS. The Employer shall confer with the Association bargaining committee before creating new shifts or changing established shifts by more than one (1) hour.
8. TARDINESS. Employees late in reporting for work will be docked one-tenth of an hour for each six minutes or portions thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness subject to work rules.

9. RECORD OF HOURS. Employees shall indicate the hours of work for each day during the two (2) week pay period on a form provided by the Employer. Employees shall sign and date the form and submit to their supervisor for approval, except where hours are recorded on a time clock.

#### 14. OVERTIME

1. OVERTIME. In emergencies or where the press of duties requires, the Department Head may prescribe reasonable periods of overtime work for Employees to meet operational needs.
2. OVERTIME DEFINITION. Hours worked in excess of eight (8) hours in any one (1) day excluding one-half hour lunch break, or in excess of eighty (80) hours per two (2) week pay period shall be considered overtime.
3. OVERTIME AUTHORIZATION. Overtime shall be assigned based on seniority within the department. The Department Head shall attempt to equalize overtime within a three (3) month period. In the event that overtime is declined, the least senior Employee shall be required to perform the work.
4. OVERTIME COMPENSATION. Employees shall be compensated for overtime payment of wages at time and one-half (1 1/2) for overtime worked.
5. LEAVE TIME AFFECTING OVERTIME. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining pay period overtime.
6. NOTIFICATION OF ASSOCIATION The Employer will track over time worked and will provide the Association over time data upon request.
7. SEVENTH CONSECUTIVE DAY. Time and one-half (1 1/2) shall be paid for the seventh (7th) consecutive day of work.
8. NO PYRAMIDING. Overtime provisions of this Agreement shall not be pyramided with respect to the same hours.

#### 15. INSURANCE

1. HOSPITAL AND MEDICAL COVERAGE. The Employer agrees to offer hospitalization and medical coverage for the Employees and their families under Blue Cross/Blue Shield CMM 100/200 and Physicians Health Plan (\$20 office visit co-pay; \$25 urgent care; \$50 emergency room; 80% inpatient and 100% outpatient hospitalization coverage) to all members of the Association. (PDP - \$5.00 co-pay, generic drugs unless otherwise

specified by Physician). A \$15.00 deduction toward a premium per month (single), \$15.00 per month (two person) and \$20.00 per month (family) for health insurance will be deducted from the Employees paycheck one time each month. This coverage shall commence when the Employee attains seniority status. The Employer may change carriers or add carriers after consulting with the Association as long as that the coverage under the new carrier's policy will be exactly the same, or better than the Employee's current coverage.

Blue Cross Blue Shield shall be discontinued to Association members if, and when it is removed from AFSCME's collective bargaining agreement. The terms of the transition of such discontinuation shall be in accordance with the agreement reached in the AFSCME CBA.

If an Employee elects coverage through a spouse, \$75 per pay period shall be paid to the Employee in lieu of health insurance coverage. Employees must first sign a waiver (available in the Human Resource Department) before spousal coverage pay is granted. If spousal coverage is involuntarily lost they may rejoin our group with written verification of the loss. An employee may otherwise voluntarily elect to return to the group coverage only during the annual open enrollment period. During the first three (3) years of employment, the (one person,) two-person or family rate will be provided to employees on a shared-premium basis. Seventy-five percent (75%) of the premium for (one person,) two-person or family coverage will be paid for by the Employer. Twenty-five percent (25%) of the (one person,) two-person or family rate will be paid for by the employee. After three years, the entire cost of the premiums will be borne by the Facility, excluding the employee's portion of the premium. Part time employees shall pay 50% of the health insurance premium.

The Employer will refund any insurance overpayment due to employer error made in insurance deductions from employees' paychecks.

2. HOSPITAL AND MEDICAL COVERAGE/RETIREEES. Hospital and medical coverage provided by the Employer shall continue when an Employee retires. Employees hired June 19, 1995 must have at least fifteen (15) years of seniority with the Facility before they will be eligible for health care coverage upon retirement.

The Association and the Employer agree to meet and discuss the fifteen (15) years seniority requirement to qualify for health insurance upon retirement, if the other bargaining units do not agree to fifteen (15) years seniority to qualify for health insurance upon retirement during the 2000 contract negotiations.

3. LIFE INSURANCE. For Employees with seniority status, the Employer agrees to pay the full premium for group term life insurance of \$17,500 with an additional accidental death and dismemberment insurance of \$17,500.
4. LIFE INSURANCE RETIREEES. The Employer agrees to pay the full premium for group term

life insurance of \$3,000 for Employees who retire from Jackson County Medical Care Facility employment on or after January 1, 1982.

5. DENTAL/OPTICAL

- a. The Employer shall reimburse each Employee up to \$275.00 annually for dental/optical expenses incurred by the Employee, current spouse and dependent children of the Employee living with the Employee through December 31 of the year during which their nineteenth (19) birthday occurs. Unexpended dental/optical reimbursement will be carried over from the previous year to the next year, not to exceed \$275 combined with the current year's allotment, not to exceed \$550 in one year.
- b. The Employer agrees to add Dental Insurance to members of the Association, if and when such coverage is added to the AFSCME Collective Bargaining Agreement. The terms of that policy and transition shall be in accordance with the agreement reached in the AFSCME CBA.

16. PENSION

1. JACKSON COUNTY EMPLOYEE'S RETIREMENT SYSTEM. As a condition of employment, all Employees shall be members of the Jackson County Employees' Retirement System. The multiplier of final average compensation shall be 2.0% of credited service. In addition, Employee contributions shall be 2.5% of payroll. The employee pension contribution will, however, be reinstated at 5.5% of payroll if pension plan funds are reduced to a level of less than 105% of the funds necessary to finance the pension plan. The Association and Employer agree to meet and discuss an increase in employee contribution should the pension fund reduce to a level of less than 110% of the funds necessary to finance the pension plan. In addition, employees hired after June 19, 1995 must have at least fifteen years of seniority with the Facility before they will be eligible for health care coverage upon retirement.
2. REPORT. A financial report pertaining to the retirement system will be presented to each Employee each year.

17. LEAVE OF ABSENCE

1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE. To be entitled to a leave of absence, Employees must have seniority status.
2. LEAVE OF ABSENCE WITH PAY. The Facility Administrator, in his/her sole discretion, may authorize time off with pay for Employees in order to permit them to attend school, or in

any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work.

3. LEAVE OF ABSENCE WITHOUT PAY.

- a) Authorization A Department Head may authorize a leave of absence without pay for a period not to exceed ten (10) working days upon receipt of a written request from an Employee stating the reason for such leave. If such leaves exceed such period, they shall require approval of the Administrator.
- b) Duration. A leave of absence without pay shall not exceed one (1) year, but may be extended by the Employer.
- c) Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count toward eligibility for annual leave or wage progressions.
- d) Health and Life Insurance. Employees with at least one (1) year seniority, on a leave of absence for illness without pay shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the Employees may continue health and life insurance coverage by making payments under COBRA.
- e) Accrual of Benefits. No annual leave, sick leave, personal leave or holiday pay shall accrue while on leave of absence without pay.

4. RETURN TO FORMER POSITION. An Employee returning from a leave of absence of sixty (60) working days or less shall be returning to the shift held prior to leaving. If the leave exceeds sixty (60) working days, the Employee shall be entitled to return to work where available if less senior Employees within the unit are working.

5. NOTICE OF RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

6. GAINFUL EMPLOYMENT. No Employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

18. SICK LEAVE

- 1. EMPLOYEES ENTITLED TO SICK LEAVE. To be entitled to paid sick leave, Employees must have seniority status.
- 2. SICK LEAVE ACCUMULATION. Except as set forth in Paragraph 4 below, full time

Employees earn four (4) hours of sick leave for each completed month of service. Mandatory payout if over 20 days accumulated. Part time employees shall accrue sick leave at one-half the level of full time employees.

3. AUTHORIZATION. Any utilization of sick leave by an Employee must have the approval of his/her supervisor. An Employee may be required to establish the reason therefore on any occasion when utilizing sick leave.
4. UTILIZATION. Sick leave may be used by an Employee for any of the following reasons:
  - a) In the event of illness, injury, temporary disability, or exposure to a contagious disease endangering others;
  - b) For illness, injury or temporary disability in the immediate family that necessitates absence from work;
  - c) While drawing Worker's Compensation, an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her workers' compensation payment, will not exceed his/her regular take-home pay at the time of injury;
  - d) Extension of funeral leave;
  - e) For appointments with a doctor, dentist, or other recognized practitioner;
  - f) Absence due to funerals for persons not covered in the funeral leave provision.
5. NO ADVANCE CREDIT. Sick leave shall not be allowed in advance of being earned
6. NOTIFICATION OF EMPLOYER. An Employee on sick leave shall inform his/her supervisor of the fact and reason therefore no later than ninety (90) minutes prior to start of shift. Failure to do so within ninety (90) minutes prior to beginning of scheduled shift may be cause for denial of sick leave with pay for the period of absence.
7. SICK LEAVE IN EXCESS OF THREE DAYS. The Employer may require a written statement by a reputable physician certifying the Employee's condition prevented him/her from performing the duties of his/her position prior to granting sick leave in excess of three (3) consecutive working days for reasons of illness or injury.
8. ABSENCE FOR FRACTION OF DAY. Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at intervals of not less than one (1) hour.
9. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, a bargaining unit member shall receive payment for one-half (1/2) accumulated unused sick leave at the current rate of pay at the time of separation, provided the employee has given the Facility two (2) weeks notice of termination and has worked the full two (2) weeks, unless otherwise excused.



10. ATTENDANCE INCENTIVES.

- a) An Employee who accumulates six (6) consecutive sick leave days in a calendar year without utilizing the same shall be entitled to a personal leave day to be taken within six (6) months of the date of accumulation.
- b) Upon execution of this Agreement, or sooner as the case may be, all employees who have accumulated over twenty (20) days in their sick leave banks shall be paid a one-time lump sum payment for hours accumulated in excess of twenty (20) days. Pay out shall be at fifty percent (50%) of the employee's daily base wage.
- c) Effective at the end of calendar year 1999 and for each year thereafter, there shall be an annual pay-out for sick leave days accumulated over twenty (20) during the calendar year. Maximum sick leave days to be paid out annually over twenty (20) will be five (5) sick leave days. For those employees who cash in accumulated sick leave days over twenty (20), they shall receive two (2) day's pay for each sick leave day cashed in.
- d) Optionally, sick leave pay-outs on an anniversary basis shall also be available to employees who have accumulated over fifteen (15) sick leave days (to be paid on the first payday following her/his anniversary date). Employees shall be able to cash out sick leave days accumulated between fifteen (15) and twenty (20) sick leave days at one (1) day's pay for each day cashed in. Upon death, retirement or termination of employment, an employee shall be paid for up to twenty (20) accumulated sick leave days on a half-time basis. It is the employee's responsibility to inform the payroll department of her/his intention prior to the anniversary date.

19. FUNERAL LEAVE

1. EMPLOYEES ENTITLED TO PAID FUNERAL LEAVE. To be entitled to paid funeral leave, Employees must have seniority status.
2. NOTIFICATION OF EMPLOYER. An Employee on funeral leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of funeral leave with pay for the period of absence.
3. UTILIZATION.
  - a) Death in the Immediate Family. In the event of a death in the immediate family of an Employee, the Employee shall be granted up to three (3) days-funeral leave. The leave shall not extend more than one (1) day beyond the day of the funeral.
  - b) Death of Brother-in-Law, Sister-in-Law, or Employee Serving as non-compensated Pall-Bearer. In the event of the death of an Employee's present brother-in law or

sister-in-law, the Employee shall be granted a one (1) day funeral leave or when the Employee serves as a non-compensated pallbearer.

- c) Death of Other Persons. In the event of the death of a person not in the Employee's immediate family, and not the Employee's present brother-in-law or sister-in-law, the Employee may utilize up to one (1) sick day to attend the funeral.
- 4. EXTENSION OF FUNERAL LEAVE. In the event of a death in the immediate family, the Employee may utilize sick leave to extend the funeral leave period upon notification of and authorization by the Employer.
- 5. FUNERAL LEAVE/PART-TIME EMPLOYEES. Part-time Employees shall be entitled to one-half (1/2) of the allocations given to a full-time employees.

20. SICKNESS AND ACCIDENT INSURANCE

- 1. Effective November 1, 1999, the employer shall maintain a sickness and accident insurance program for members of the Association, who have more than one year of seniority, which shall be implemented as soon as possible after execution of the Agreement. This sick and accident program shall provide sick and accident benefits at sixty percent (60%) of the employee's daily base wage commencing on the first (1st) day of the injury and the eight (8th) day of illness up to \$300 per week (with an option for employees to, at their own expense, "buy-up" to 60% of base, up to \$600 per week should the \$300 cap be exceeded). Qualification for receiving these benefits are set forth in the terms of the sickness and accident insurance program. The provisions shall be governed by the terms of the insurance policy.
- 2. Employees shall be permitted to supplement sickness and accident insurance with sick leave benefits to the extent that they accumulate them. Under no circumstances shall sickness and accident insurance and sick leave supplement exceed one hundred percent (100%) of net pay which the employee would otherwise have received.

21. ANNUAL LEAVE (VACATION)

- 1. EMPLOYEES ENTITLED TO ANNUAL LEAVE. To be entitled to annual leave, Employees must have seniority status
- 2. RATE OF ACCUMULATION. Effective April 1, 1999, employees shall earn and be credited annually with annual leave on their respective anniversary dates as follows:

Anniversary Date	Annual Leave Days
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1st through 5th	10
6th through 10th	15
11th through to separation	20

The Employer agrees to grandfather any employee, who has 16 years or more of service as of October 1, 1999 relative to 25 annual leave days.

3. ACCUMULATION OF ANNUAL LEAVE. Annual leave must be utilized within one (1) year after the Employee's anniversary date, except that a maximum of five (5) annual leave days may be carried over to the next year on any anniversary date.
4. REQUEST FOR ANNUAL LEAVE. Employees shall request the scheduling of annual leave between November 15 and December 1 for the following year. Requests for vacation during this time frame shall be granted or denied no later than January 4 of the following year. All requests during this period shall be granted or denied on a seniority basis. Any vacation requests submitted to the employer after the two (2) week period set forth above shall be granted on a "first come, first served" basis. The employee shall request the vacation at least two (2) weeks prior to the proposed commencement of the vacation period. The Department Head shall attempt to accommodate the request, with regards being given to operating requirements. Employees may use annual leave in conjunction with Christmas, with Director of Nursing concurrence, if the employee is not scheduled to work Christmas day.
5. REQUEST FOR PAYMENT IN LIEU OF ANNUAL LEAVE. Employees may request in writing to their department head, payment in lieu of taking annual leave. The Director of Nursing may grant the request or direct the Employee to take annual leave. If the Employee fails to take annual leave when so directed, he/she shall forfeit the annual leave
6. AUTHORIZATION. An Employee may utilize annual leave only with the prior approval of his/her supervisor.
7. NO ADVANCE CREDIT. Annual leave shall not be allowed in advance of being earned and credited.
8. RATE OF PAY. Employees shall be paid for annual leave at their current rate of pay for the time they take the annual leave.
9. ADVANCE ANNUAL LEAVE PAY. If a regular payday occurs during an Employee's scheduled annual leave, the Employee may receive that paycheck prior to going on annual leave by requesting, in writing to their Department Head, advance annual leave pay at least two (2) weeks before the scheduled annual leave.
10. ANNUAL LEAVE ONE DAY AT A TIME. Employees may utilize annual leave one (1) day at a time provided they have given their supervisor three (3) days notice and the Department Head determines that the request can be accommodated with regard being given to operating

requirements and seniority.

11. ILLNESS DURING ANNUAL LEAVE. If an Employee becomes ill and is under the care of licensed physician during his/her annual leave, the annual leave shall be rescheduled with the approval of his/her Department Head, and in the event such medical leave continues throughout the anniversary year, the Employee will be paid for vacation in lieu of same.

## 22. PERSONAL LEAVE

1. EMPLOYEES ENTITLED TO PERSONAL LEAVE. To be entitled to paid personal leave, Employees must have seniority status.
2. PERSONAL LEAVE ACCUMULATION. Except as provided in Paragraph 3 below, Employees are granted five (5) days of personal leave upon attaining seniority which will be credited to each Employee on his/her anniversary date thereafter.
3. PERSONAL LEAVE UTILIZATION. Part time employees will accrue PBD at one-half the accrual rate of full time employees.
4. PURPOSE OF PERSONAL LEAVE. Personal leave shall be allowed for personal purposes including time off or voting, religious observance, and personal business. Personal leave shall be used in intervals of not less than one (1) hour.
5. PERSONAL LEAVE ON A HOLIDAY. Personal leave shall not be utilized on Holidays, Saturdays, and Sundays, except in cases of emergency.
6. AUTHORIZATION. An Employee shall notify his/her supervisor at least forty-eight (48) hours prior to the requested day off. Not more than one-half (1/2) the Employees within a department may utilize personal leave on any given shift without prior authorization from Department Head.
7. RATE OF PAY. Employees will be paid for personal leave at their current rate of pay at the time they take the personal leave.
8. CASH-IN. Personal Business Days may be cashed in for full value if not taken, up to thirty (30) days prior to the employee's anniversary date, rather than lose them.

## 23. JURY DUTY AND COURT LEAVE

1. JURY DUTY.
  - a) Notification of Department Head. An Employee receiving a jury duty summons shall

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notify his/her Department Head as soon as possible.

- b) Time-Off with Pay. An Employee serving on jury duty shall receive time-off with pay provided the Employee reimburses the Employer the jury pay received less mileage. An Employee shall return to work daily when released from jury duty.
- c) Time-Off with Pay/Three Shift Operations. An Employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have the time off work equal to the time spent in court during the eight (8) hour period.

An employee required to report for jury duty following the completion of a shift which ends at midnight, will not be required to report to work preceding reporting for jury duty.

Such Employees shall receive time off with pay provided the Employee reimburses the Employer the Jury pay, less mileage.

- d) Use of Leave. An Employee may use annual personal leave during the period he/she serves on Jury Duty and retains the jury pay receipt.
2. WITNESS IN COURT. An Employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty.
  3. OTHER COURT APPEARANCES. An Employee appearing in court as plaintiff or defendant, or if the Employee serves to profit from civil litigation, shall cover his absence with accumulated annual or personal leave or time off without pay.

#### 24. MILITARY LEAVE

1. REGULAR MILITARY LEAVE. Any Employee with seniority status who enters military service in the armed forces of the United States of America shall be entitled to a military leave of absence without pay for the period of time required to fulfill their military obligation.
2. TEMPORARY MILITARY LEAVE. Any Employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training and shall be entitled to pay equivalent to the difference between the Employee's regular salary and military pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

- a) Duty in Excess of Two Weeks. If active duty training exceeds two (2) weeks in any calendar year, the Employee shall be entitled to a military leave of absence without pay.
  - b) Holiday Occurring During Temporary Military Leave. An Employee shall be entitled to holiday pay for a paid holiday, which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the Employee's salary for the holiday.
3. EMERGENCY MILITARY LEAVE. Any Employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from regular JCMCF employment, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment.

#### 25. LEAVE FOR ASSOCIATION BUSINESS

A Nurse who is elected by the Association as a state or national officer that will require absence from work may be granted a leave of absence without pay and without loss of status for the duration of the assignment.

#### 26. EDUCATIONAL LEAVE

1. Upon written application, and at the sole discretion of the Administrator, a Nurse may be granted a leave of absence to pursue a full-time education program in nursing for up to two (2) years without the loss of employment status or accrued benefits.
2. A Nurse who successfully pursues an educational program for which the educational leave was granted shall be given the first opportunity for re-employment.

#### 27. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. Except as provided in Paragraph 2 below to be entitled to holiday pay, Employees must have seniority status and must have worked the been regularly scheduled day-prior to and following the holiday, or have been laid off during the week in which the holiday occurs. Holiday pay will be paid to employees who, at the time of the Holiday, are on FMLA, S&A or Jury Duty.
2. PAID HOLIDAY FOR PART TIME EMPLOYEES. Part time employees who work the holiday will be paid time and one half. Additional holiday pay will be at half the benefit level of full time employee holiday pay.

3. PAID HOLIDAYS. Effective November 12, 1999 all Employees shall be entitled to a paid holiday, based on their current pay rate and regular work day, on the following days:

New Year's Day	January 1
Martin Luther King Day	Legal Holiday
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

4. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on payday, Employees shall receive their paycheck prior to the holiday.
5. HOLIDAYS OCCURRING ON WORKDAY. When such an Employee works on a paid holiday, the Employee shall receive holiday pay plus time and one-half (1 1/2) for the hours actually worked on the holiday. Holidays occurring on an Employee's regular day off shall be compensated for at eight (8) hours pay except as provided for in Paragraph 2 above.
6. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENT. If an Employee is scheduled to work a holiday and calls in sick or fails to report for work, the Employee may utilize sick leave, if available, for the call-in; in either event, he/she shall not receive holiday pay.
7. ADDITIONAL PAID HOLIDAYS. In the event the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits set forth above.

## 28. GENERAL PROVISIONS

1. BULLETIN BOARDS.
- a) Portions of a bulletin board in each building where Employees report shall be made available to the Association for its notices.
  - b) Notices shall be restricted to the following types:
    - 1) Notices of Association Social and Recreational Events
    - 2) Notices of Association Elections and Results
    - 3) Notices of Association Meetings
    - 4) Notices of Association Educational Classes, Conferences or Conventions.

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- c) The employer shall put the name of the Association on the board.
2. LOUNGE. The Employer shall provide an Employee's lounge and eating area. Employees shall eat only in the designated area.
3. PARKING. The Employer agrees to provide free parking for Employees when available.
4. PHYSICAL EXAMS. The Employer shall provide and pay for physical examinations and chest x-rays it requires an Employee to take, except for certification of sick leave in excess of three (3) days which shall be the Employee's responsibility. Whenever TB tests require a chest x-ray, the Employer shall pay for such tests.
5. MILEAGE.
  - a) Mileage Rate. The Employer shall pay Employees mileage when they are required to use their personal vehicles for Facility business. Mileage shall be calculated from the facility and the mileage rate shall conform with the facility policy.
  - b) Mileage Payment. Mileage payment shall be made by check issued on or before the 10th of each month following submission of the request and conditioned upon approval of the Department Head.
6. CREATION OR MODIFICATION OF POSITIONS. In the event new positions are created or current positions are substantially modified the Employer shall notify the Association in writing and the rate of pay shall be negotiated between the Employer and the Association. If agreement cannot be reached then the matter shall proceed to arbitration under the provision of Step 4.
7. SUBCONTRACTING. The Employer shall not subcontract work normally performed by the Association while Employees are laid off or working reduced hours. The Employer may subcontract work for which it does not have adequate equipment or facilities.
8. WORK RESTRICTIONS - SUPERVISORS. Supervisors may not perform work normally performed by bargaining unit Employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies when regular Employees are unavailable to contact or are voluntarily absent.
9. EXTENT OF AGREEMENT. This Agreement contains all of the agreements and understandings of the parties as it relates to wages, hours and working conditions. The Employer and Association voluntarily and unqualifiedly waive the rights, and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered by this Agreement.



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10. PAST PRACTICE. All past practices, which do not conform to provisions of this Agreement, are hereby abolished.
11. COST OF PRINTING CONTRACT. The Employer and the Association shall equally pay the cost of printing this contract.
12. CLASSIFICATION DESCRIPTION. The Employer shall provide the Staff Council Chairperson and the Employees with a classification description of their jobs.
13. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall have expenses paid.
14. ORGANIZATIONAL CHART A copy of the Facility's organizational chart shall be provided to the Association upon request.
15. INVALID SENTENCE, CLAUSE, and PROVISION. In the event any sentence, clause, or provision of this Agreement shall be held for any reason to be inoperative, void, or invalid, the remaining portions of this Agreement shall not be affected thereby.
16. HEADINGS. The headings used in this Agreement neither add to nor subtract from the meaning thereof, but are for reference purposes only.
17. AMENDMENTS REQUIRED BY LAW OR REGULATIONS. In the event the parties cannot agree on modifications or amendments required by law or regulations, the matter may be submitted to arbitration at Step 4 of the Grievance Procedure.
18. SUCCESSOR CLAUSE. This agreement shall be binding upon the Employer's successor, whether such succession is effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

## 29. WORK RULES

1. WORK RULES. The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County and of the welfare and safety of Employees.
2. PRESENTATION TO ASSOCIATION. The Association will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least ten (10) days prior to publication the Employer shall submit proposed work rules to the Association. In the event that the Association believes a work rule is in conflict with or modifies the provisions of this

Agreement, or is unjust or unreasonable, then following the publication and establishment of such rule by the Employer, the Association may file a grievance with respect thereto commencing at Step 2 of the grievance procedure. If the Association does not grieve within ten (10) days of publication, the Association may not grieve with respect to the work rules unless the Employer enforces the rule through disciplinary action.

3. ENFORCEMENT OF WORK RULES. The Employer shall uniformly and consistently enforce work rules.
4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each Employee by the Employer.
5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the Employer.
6. SAFE AND HEALTHFUL WORKING CONDITIONS. The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Association agrees to assist the Employer in its efforts to have the Employees comply with all safety, sanitary, and fire regulations.
7. IDENTIFICATION. Registered Nurses will no longer be required to wear nurses' caps. The facility will provide Identification badges, which shall be worn on the upper front, shoulder area.

### 30. TUITION REIMBURSEMENT

1. All Registered Nurses are eligible. Part-time Nurses will receive 50% of the benefit level as full time employees.
2. The Employee must have a minimum of one (1) years of active seniority with the facility before being eligible to participate.
3. The course of study must be a professional health related course, North Central Accreditation or equivalent in other regions. The Employee shall submit proper proof regarding courses, and the Facility shall determine whether the course qualifies for tuition reimbursement.
4. The Facility shall require proof of enrollment in the course of study.
5. Any employee who has at least one (1) year's seniority who takes a course of study that is directly related to the function of a health care facility, upon satisfactory completion of course with at least a C average, shall be reimbursed 100% total tuition fees,-capped at \$1500 per calendar year. Part time employee shall be reimbursed 50% of total tuition fee, capped at \$750 per calendar year. The course must be pre-approved by the Administrator and the employee

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must show proof of enrollment.

6. Nurses must submit receipt of payment for reimbursement. Invoices will not be accepted.
7. RNs who have worked a minimum of 1664 hours in their first year are eligible for a one-time student loan repayment up to \$1500 of their unpaid balance excluding taxes on the amount received.

### 31. SALARIES

1. WAGE RATES. Rates of compensation shall be as attached hereto as Appendix "A".
2. SHIFT RATE Employees who work on the 2nd or 3rd shift shall receive a base rate, \$.50 per hour greater than 1<sup>st</sup> shift classification rate for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.
3. EARLY REPORTING AND CALL-IN. Hourly rated Registered Nurses reporting for duty at Employer's request for work which is outside of and not continuous with the Employee's regular work period shall be guaranteed at least four (4) hours pay at his/her hourly rate of pay or one and one-half (1-1/2) his/her regular rate for the time actually worked, whichever is more.
4. WAGE RATE/ NEW CLASSIFICATION. In the event that new classifications are created, or the work involved in a present classification shall be substantially modified; the rate assigned to such a classification shall be negotiated by the Association.
  - a) Association Notification. The Employer shall notify the Association in writing whenever new classifications are created or the work involved in a present classification is substantially modified and propose a pay rate for the classification.
  - b) Association Response. If the Association does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Association rejects the rate, the matter shall be negotiated with the Employer.
  - c) Submission to Grievance Procedure. If the Association and Employer cannot agree on the pay rate through negotiations, the matter may be submitted at Step 3 of the Grievance Procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the Employer.
5. PAYDAY. The regular payday for all Employees shall be every other Friday. Employees working on second or third shifts shall receive their paycheck at the end of their shift on Thursday or Friday, if they are regularly scheduled for such shifts and are working the same.
6. WAGE SHORTAGE. If there is a shortage in gross pay of more than ten (\$10.00) dollars, it

shall be corrected by the Employer no later than the following Wednesday. If there is a shortage in gross pay of ten (\$10.00) dollars or less, it shall be corrected in the next paycheck.

7. WAGE OVERPAYMENT. If there is an overpayment of gross pay, it shall be corrected in the next paycheck, or as soon as possible after discovery.
8. WEEKEND RATE. Employees who work on the weekend shall receive a base rate \$.50 per hour higher than their regular rate for all hours worked.

### 32. CLASSIFICATIONS OF REGISTERED NURSES

There shall be one classification for Registered Nurses:

#### 33. SEMINARS AND WORKSHOPS

1. SEMINARS AND WORKSHOPS. If an Employee pre-schedules a job-related seminar or workshop, management will attempt to schedule the day off as one of their normal days off, or will allow them to exchange days off.

In the event the Facility request an R.N. to attend a seminar or workshop, the R.N. shall be reimbursed for expenses, including registration fees and mileage, and up to a maximum of eight (8) hours pay if attended on a scheduled work day.

#### 34. RNs NO FRINGE PLAN

New or present RNs may elect to work without fringes. If a R.N. elects to forgo the fringes, she/he will NOT receive:

- Health Insurance
- Life Insurance
- Dental /Optical Reimbursement
- Paid Vacation
- Paid Sick Days
- Paid Personal Business Days
- Paid Holidays (except those stated below)
- Sickness and Accident Insurance

Membership in the County Retirement System cannot be waived.

They will pay representative fees, and have all rights under the contract except for the above benefits.

They will be scheduled and work a minimum of 6 days per pay period (which includes every other

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weekend). They may exchange days off with supervisor's mutual consent. After one year of employment, "No Fringe" employees who work at least eight days per pay period shall accrue vacation, and personal days off without pay at the same rate of accumulation as full time "Fringe" employees. Employees who work less than 8 days per pay period shall accrue vacation and personal days off without pay at the same rate as part-time "Fringe" employees. There shall be no carry over or cash out value of unpaid accrued time off. Nor will unpaid accrued time off be "frozen" when an employee goes from no fringe to fringe. As with fringe employees, "No Fringe" employees who desire unpaid days off must request them in advance and receive approval prior to taking said days off.

They will receive time and one half for working over 8 hours in a day, excluding a one-half hour unpaid lunch break, 80 hours in a pay period, and if they work Independence Day, Thanksgiving Day, and/or Christmas Day.

Newly hired nurses will have the option of either type of employment - with fringes or without fringes. They may change at the first of any year.

Nurses currently receiving benefits may have the option of choosing the "no fringe" alternative the first of each year. Any accrued benefits (sick, vacation, PBD) will be frozen until such time as the

Nurse elects to be a regular employee again (at the first of the year) or leaves the employment of the Facility.

They must agree to abide by these conditions for one year, at which time they may decide to stay with this plan or change to the regular fringe package agreed to in the contract.

Seniority is established solely for the purposes of layoffs, recalls and bidding. Seniority based benefits shall be calculated on time worked in benefits status (longevity).

### 35. TERM OF AGREEMENT

This agreement shall be effective April 1, 1999 and shall continue in effect until March 31, 2003.

This Agreement shall continue in effect on a month to month basis after-March 31, 2003, unless either party serves notice in writing upon the other party at least ninety (90) days prior to said date of any month that such party desires to cancel or terminate this Agreement. The parties recognize that this Agreement is subject to the Charter provisions of the County and the Constitutions and Laws of the United States and the State of Michigan.

To the extent that any provisions of this Agreement conflict with the provision 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 or passed in the future.

The Facility agrees to provide a copy of this Agreement to each Registered Nurse employed by the

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Facility during the term of this Agreement. Any parties shall become a part of this Agreement without changing any other terms of the Agreement.

This Agreement shall be binding upon the parties hereto and their successors for the facility and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representative on the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

MICHIGAN NURSES ASSOCIATION

JACKSON COUNTY  
FAMILY INDEPENDENCE AGENCY BOARD/  
JACKSON COUNTY MEDICAL CARE FACILITY

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APPENDIX "A" WAGE RATES

- The parties agree that for calendar years 2000, and 2001, 2002, and 2003 the wage pass-through, if adopted by the Michigan Legislature, shall be provided to members of MNA minus those monies reserved by the Facility as administrative fees. If the Legislature does not provide wage pass-through for the above years of at least 3% of the average wage rate for the unit, then a 3.0% across the board increase shall become effective for members of the bargaining unit effective Jan 1 of that year, in lieu of the wage pass through

Effective 1st day of pay period after ratification	STARTING	After Pro.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	10 Yrs.	20 Yrs.
1st Shift	\$15.75	16.25	16.50	16.75	17.25	17.50	17.75	18.25	18.50
2nd & 3rd Shift	\$16.25	16.75	17.00	17.25	17.75	18.00	18.25	18.75	19.00
No Fringe 1st Shift	\$17.75	18.25		18.50	18.75	19.25	19.25	19.75	20.25
	20.50								
No Fringe 2nd & 3 <sup>rd</sup> Shift	\$18.25	18.75	19.00	19.25	19.75	20.00	20.25	20.75	21.00

As soon as possible after ratification, full time employees will receive a lump sum payment of \$1000 and part time employees will receive a lump sum payment of \$500.

MNA  
APPENDIX "A" WAGE RATES

Effective 1/1/00	Starting	After Pro.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	10 Yrs.	20 Yrs.
1 <sup>st</sup> Shift	16.42	16.92	17.17	17.42	17.92	18.17	18.42	18.92	19.17
2 <sup>nd</sup> & 3 <sup>rd</sup> Shift	16.92	17.42	17.67	17.92	18.42	18.67	18.92	19.42	19.67
No Fringe 1 <sup>st</sup> Shift	18.42	18.92	19.17	19.42	19.92	19.92	20.42	20.92	21.17
No Fringe 2 <sup>nd</sup> & 3 <sup>rd</sup> Shift	18.92	19.42	19.67	19.92	20.42	20.67	20.92	21.42	21.67