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12/31/88

**AGREEMENT**  
Between  
**JACKSON COUNTY MEDICAL CARE FACILITY**  
And  
**MICHIGAN NURSES ASSOCIATION**  
January 1, 1986 through December 31, 1988

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Facility*

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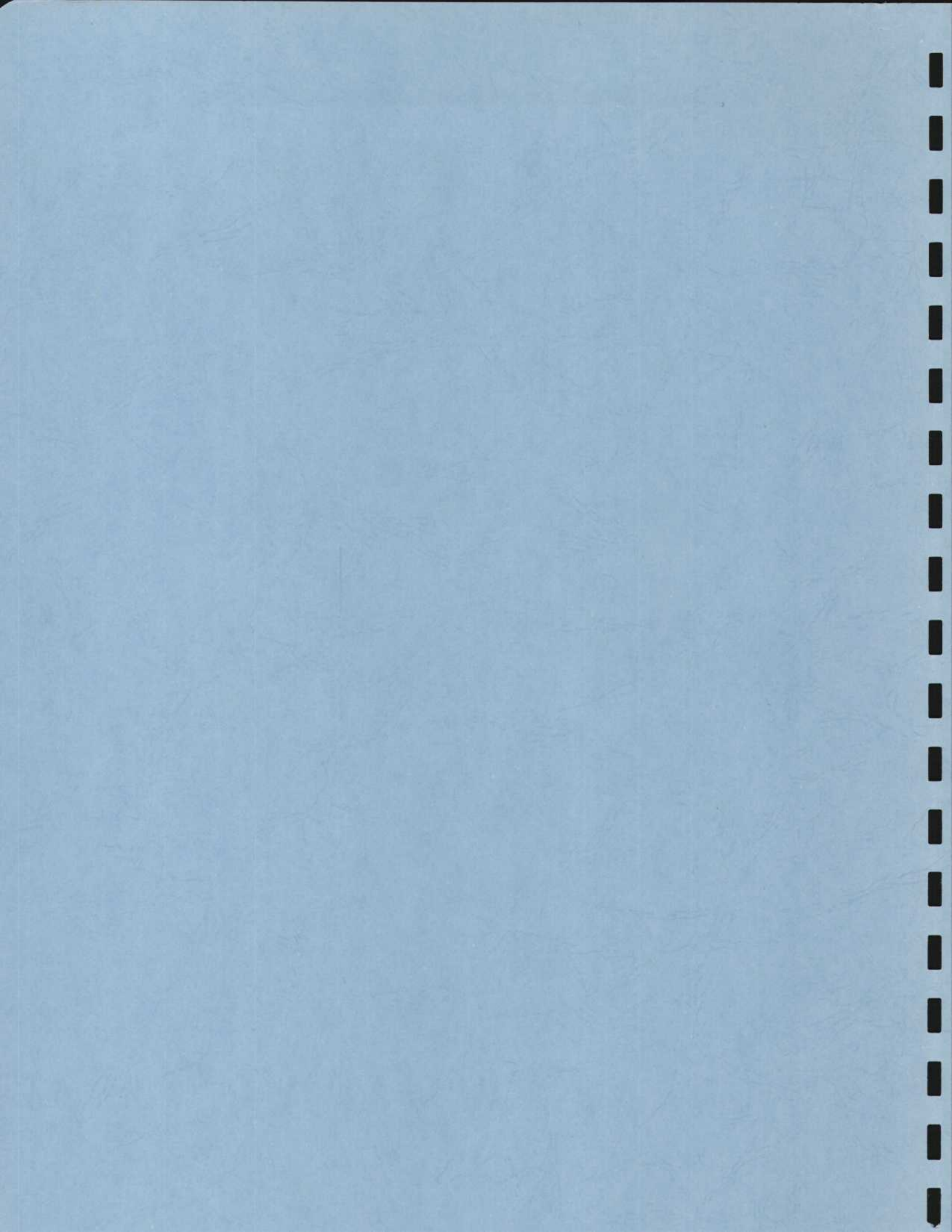


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AGREEMENT

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
between the Jackson County Department of Social Services Board, hereinafter  
referred to as the Employer and the Michigan Nurses Association, 120 Spartan  
Avenue, East Lansing, Michigan 48823, a non-profit Michigan Corporation and  
its affiliate, the Nurses Staff Council, on behalf of REGISTERED NURSES  
employed at Jackson County Medical Care Facility, hereinafter called the  
Association.

## 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 49102, excluding the Director of Nursing, Assistant Directors of Nursing, and Inservice Coordinator.

## 2. DEFINITIONS

1. EMPLOYER. For the purpose of this Agreement, the word "employer" means the Jackson County Social Services Board, 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 ten (10) days per fourteen (14) day pay period.

b) Part-Time Employees. Employees who are regularly scheduled to work less than ten (10) days per fourteen (14) day pay period. Benefits for part-time employees shall be pro-rated as set forth herein.

c) Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed one hundred (100) calendar days. 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 purpose 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, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, present parent-in-laws, and any other person 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 the 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 Association agree that 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. The Employer shall deduct from the first paycheck of each month 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.

7. NOTICE OF NEW HIRES. The Employer will furnish to the Association a list of all new hires at the end of each pay period.

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  
120 Spartan Avenue  
East Lansing, Michigan 48823

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 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 work day. 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 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 patient care.



Representatives shall have access to County 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 County 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 their functions provided they have conformed with the above requirements in notifying the Department Head giving 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 patient care will be arranged between the chair person 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 Director of Nursing, the Facility Administrator, 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 with 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 the reasonable time during working hours provided they shall have secured the prior permission of the Director of Nursing or the Facility Director. 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 patient 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 laws 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 County business and of the Employees of the County. 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 (other than by use of time clocks), 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 County. Any powers or authority of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

2. No lockout of the Employees shall be instituted by the Employer 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 County 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, 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 skill affecting the quality of nursing care.

## 6. NURSE STAFF MEETINGS

The Employer shall continue to schedule bimonthly nursing staff meetings for the purpose of discussing matters of mutual concern that affect the quality of nursing care.

## 7. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a sixty (60) working day probationary period which shall be accumulated within not more than one hundred eighty (180) calendar days from the date of hiring.

2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than thirty (30) working 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. However, Employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with the 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 integrals 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 purposes 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 a leave of absence. 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 seniority if he is laid off from a period equal to the length of time of his 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. An Employee actively serving in the armed forces of the United States shall not lose his seniority status but upon release from service under honorable conditions, he shall be re-employed by the Employer under the provisions of the Universal Military Training and Service Act provided he reports for work within ninety (90) days

after such release from training, in service or hospitalization continuing after discharge. If such Employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the Employer will review his case with the Association as to whether or not he should be re-employed, but generally, such person shall not be entitled to re-employment. 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.

## 8. 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. Graduate Nurse
- d. Probationary Employees
- e. Part-time Employees
- f. 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.

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 a less senior registered nurse. The Employee may elect to waive seniority rights and except lay-off by writing to the Staff Council Chairperson and the Personnel Director.

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.



## 9. 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 Administrator for five (5) working days. The Staff Council Chairperson shall receive a copy of all postings at the time they are posted.

4. APPLICATION FOR VACANT POSITIONS. An Employee desiring to be transferred to the posted vacant position shall make written application to the Personnel 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 eighteen (18) month step. If this is done, the Staff Council Chairperson shall be notified in writing.

## 10. INSERVICE AND EVALUATION

INSERVICE. The Employer 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.

EVALUATION. A written performance 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 indicated that it has been reviewed with him/her; however, such signature shall imply neither agreement or disagreement with the evaluation. A copy of the evaluation shall be made available to the Employee is he/she so requests.

## 11. 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.

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. A written response shall be made by the Administrator to the grievant and the Staff Council Chair person within five (5) working days from the date of the hearing.

## STEP THREE

- a. Written Presentation of Grievance to Jackson County Social Services Board. If the grievance is not settled at Step Two and the Staff Council Chairperson wishes to proceed further with the grievance, the Staff Council Chairperson may submit a signed written appeal to the Jackson County Social Services Board within ten (10) working days from the date of receipt of the Administrator's written response.
- b. Meeting to Discuss Pending Grievance. At least two (2) representatives of the Jackson County Social Services Board, two (2) representatives of the Association and the grievant shall meet at a mutually agreeable time within ten (10) working days of the date of receipt by the Jackson County Social Services Board of the written appeal.
- c. Mutual Decision. A mutual agreement in writing may be given within ten (10) working days of the meeting.
- d. Jackson County Social Services Board's Decision. In the event that a mutual decision cannot be reached, the Jackson County Social Services Board shall respond in writing within ten (10) working days of the meeting.

## STEP FOUR

- a. Submission to Arbitration. If the grievance is not settled at Step Three, 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 Three. A Demand for Arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days of the end of the Step Three 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.

## 12. 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.

### 13. 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 HEARINGS.

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 before a Nursing Disciplinary Hearing Board consisting of the Director of Nursing (or her designee) and two members of the bargaining unit who have been selected on a rotating basis from the Department's seniority list (most senior first).

b. Notice of Hearing. The Department Head shall inform the Employee that disciplinary action is being contemplated and shall notify the Employer, Staff Council Representative, and Hearing Board members 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 not embarrass the Employee.
- 2) The Employee must receive an explanation of the charges against him/her as well as the known fact 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. As soon as possible after the hearing, the Nursing Disciplinary Hearing Board will deliberate and provide short and concise findings of fact and written recommendations as to (a) whether disciplinary action is warranted; and (b) the extent of disciplinary action which should be imposed. These findings and recommendations shall then be submitted to the Facility Administrator who may then (a) adopt both the findings and recommendations and act consistent therewith; (b) adopt the finding but not the recommendations and issue disciplinary action which he/she deems reasonable under the circumstances; or (c) adopt neither findings nor recommendations and act consistent with his/her judgment as to the facts and reasonable discipline to be imposed.

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

4. 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:

1. the seriousness of the offense;
2. 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);
3. the Employee's length of service;
4. the Medical Care Facility's past practice in similar or identical cases;
5. circumstances surrounding the incident that are either mitigating or aggravating.

5. TYPES OF DISCIPLINARY ACTION.

a. Generally. 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. Oral 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 an oral warning. A record of an oral 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 Staff Council 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 Staff Council 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 work days;
- 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 Staff Council 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 Staff Council 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 Staff Council Chairperson and Employee affected and submitted to the Jackson County Social Services Board within five (5) working days from the date of such disciplinary action.

g. Graduate Nurses. Failure of a graduate nurse to obtain a passing mark on the Nursing Board examination necessary for licensure on two consecutive attempts after graduation shall constitute just cause for discharge.

## 14. 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 every two (2) week pay period.
3. HOURS. The hours of work for Employees shall be eight (8) 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 work day.
5. THREE SHIFT OPERATIONS.
  - a. Normal Work Day. The normal work day shall consist of eight (8) 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 (24) hour period shall be entitled to a paid thirty (30) minute lunch break during their eight (8) hour shift.
  - e. Shift Premium Entitlement. Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift premium payment.
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.

## 15. 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, 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. OVERTIME/PROBATIONARY EMPLOYEES. Probationary Employees shall not work overtime when seniority Employees are available.

7. NOTIFICATION OF ASSOCIATION. The Association shall be notified at the end of each calendar quarter of overtime hours worked by department.

8. SEVENTH CONSECUTIVE DAY. Time and one-half (1-1/2) shall be paid for the seventh (7th) consecutive day of work.

## 16. INSURANCE

1. HOSPITAL AND MEDICAL COVERAGE. The Employer agrees to pay the full premium for hospitalization and medical coverage for the Employees and their families under Blue Cross/Blue Shield MVF-1 Plan and a prescription rider (PDP - \$2.00 co-pay), presently in effect by such carrier. This coverage shall commence when the Employee attains seniority status and shall be applicable only to Employees who regularly work at least sixty four (64) hours per pay period. The Employer may change carriers after consulting with the Association provided that the coverage under the new carrier's policy will be exactly the same, or better than, the coverage under the Blue Cross/Blue Shield Plans. In addition, the Employer agrees to provide an HMO or PHP option, depending upon the selection of the bargaining unit and providing the cost of family coverage under said provision is equal or less expensive than Blue Cross/Blue Shield coverage provided.

2. HOSPITAL AND MEDICAL COVERAGE/RETIREES. Hospital and medical coverage provided by the Employer shall continue when an Employee retires.

3. LIFE INSURANCE. For Employees with seniority status, the Employer agrees to pay the full premium for group term life insurance of \$10,000.00 with an additional accidental death and dismemberment insurance of \$10,000.00. Effective January 1, 1987, life insurance and accidental death and dismemberment shall be increased to \$12,500.00.

4. LIFE INSURANCE RETIREES. The Employer agrees to pay the full premium for group term life insurance of \$2,000.00 for Employees who retire from County employment on or after January 1, 1982.

5. DENTAL. The Employer shall reimburse each employee up to \$250.00 annually for dental expenses incurred by the Employee, current spouse, and the dependent children of the Employee living with the Employee through December 31 of the year during which the nineteenth (19) birthday occurs. Unexpended dental reimbursement will be carried over from the previous year to the next year not to exceed \$250.00 combined with the current years allotment, not to exceed \$500.00 in one year.

## 17. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all Employees shall be members of the Jackson County Employees' Retirement Systems. Effective January 1, 1987, the multiplier of final average compensation shall be modified from 1.2% up to \$4,200.00 and 1.7% thereafter to 2.0%. In addition, Employee contributions shall be increased from 3.0% of gross on the first \$4,200.00 earned and 5.0% thereafter to a flat 5.5% per year contribution.

2. REPORT. A financial report pertaining to the retirement system will be presented to each Employee each year.

## 18. 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 Jackson County Social Services Board.

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 thereafter. Employees on a leave of absence without pay for reasons other than illness, may continue group health and life insurance benefits by making payments thereafter.

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.

## 19. 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, Employees earn one (1) day of sick leave for each completed month of service. Employees may accumulate sick leave throughout their service to the Employer.

3. Sick leave shall be pro-rated for bargaining unit members working less than (10) days per pay period based upon the following schedule:

10 days or more	8.0 hrs. per mo.
Less than 10 but more than 9 days	7.2 hrs. per mo.
Less than 9 but more than 8 days	6.4 hrs. per mo.
Less than 8 but more than 7 days	5.6 hrs. per mo.
Less than 7 but more than 6 days	4.8 hrs. per mo.
Less than 6 but more than 5 days	4.0 hrs. per mo.
Less than 5 but more than 4 days	3.2 hrs. per mo.

The level of pro-rated benefits shall be determined by the number of regularly scheduled days per pay period worked by the employee.

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 which 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. If an Employee has insufficient sick leave and annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

6. NOTIFICATION OF EMPLOYER. An Employee on sick 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 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 integrals of not less than one (1) hour.

9. SICK LEAVE/PART-TIME EMPLOYEES. Part-time Employees will be entitled to proportionate sick leave pay based upon the number of scheduled hours compared to eight (8) hours, times the number of work days in the pay period during which the sick leave is utilized.

10. 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 weeks notice of termination.



## 20. 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 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 pall-bearer.

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 proportionate funeral leave pay based upon the number of scheduled hours compared to eight (8) hours, times the number of work days in the pay period during which the funeral leave is utilized.

## 21. DISABILITY LEAVE

1. EMPLOYEES ENTITLED TO DISABILITY LEAVE. Employees with seniority status are entitled to disability leave due to physical or mental conditions, including pregnancy, which renders the Employee unable to perform his/her required duties.

2. DISABILITY LEAVE ELIGIBILITY. In order to be eligible for a disability leave, the Employee's physician must indicate in writing that the Employee is unable to perform his/her required duties, the expected length of the disability leave, and whether or not it is expected that the Employee will be able to return to full duties on behalf of the Employer.

3. EMPLOYER RESERVATION. The Employer reserves the right to have its physician review any requested disability leaves with the expense paid by the Employer. If difference of opinion, a third physician will be consulted also paid by Employer.

4. DISABILITY LEAVE PAY. Disability leave will be paid under the sick leave provision to the extent of the Employee's accumulated sick days. After utilization of accumulated sick leave and annual leave, disability leave shall be without pay.

5. RETURN TO WORK. At the expiration of the disability leave, or any extension thereof, the Employee shall furnish to the Employer a written statement from his/her physician that he/she is physically and emotionally able to resume his/her duties.

6. SENIORITY RIGHTS. Seniority rights are not impaired by disability leave, and, upon return to work, the Employee will be given a job commensurate with his/her ability, prior classification and seniority.

7. FAILURE TO RETURN TO WORK. Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leaves shall not extend beyond twelve (12) months from the date of the initial leave.

## 22. ANNUAL LEAVE (VACATION)

1. EMPLOYEES ENTITLED TO ANNUAL LEAVE. To be entitled to annual leave, Employees must have seniority status.

2. RATE OF ACCUMULATION. Employees shall earn and be credited annually with annual leave on their respective anniversary dates as follows:

<u>Anniversary Date</u>	<u>Annual Leave Days</u>
1st through 6th	10
7th through 11th	15
12th through 15th	20
16th through	25

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 as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the requests with regard being given to operating requirements and seniority. Employees may use annual leave in conjunction with Christmas, if the Employee is not scheduled to work on 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 Jackson County Social Services Board 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. If an Employee has insufficient annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

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.

## 27. 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.

## 28. 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 been regularly working prior to and following the holiday, or have been laid off during the week in which the holiday occurs.

2. PAID HOLIDAYS FOR PART-TIME EMPLOYEES. Holiday pay for part-time Employees shall be pro-rated on the same basis as sick leave, except that persons working on holidays will not receive pro-rated holiday pay but be entitled to full holiday pay for the day worked.

3. PAID HOLIDAYS. 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
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
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.

## 29. 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 Election and Results
  - 3) Notices of Association Meetings
  - 4) Notices of Association Educational Classes, Conferences or Conventions.
- c) The name of the Association shall be put on the board by the employer.

2. LOUNGE. The Employer shall provide an Employees' lounge and eating 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 T.B. tests require a chest x-ray, the Employer shall pay for such test and also allow the Employee to take time off with pay to have these tests performed.

### 5. MILEAGE.

a) Mileage Rate. The Employer shall pay Employees, required to use their personal vehicles for Facility business, twenty-five (25¢) cents per mile. Mileage shall be calculated from the Facility.

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.

10. PAST PRACTICE. All past practices which do not conform to provisions of this Agreement are hereby abolished.

11. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the Employer and the Association.

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 be provided with a vehicle, if possible, and expenses.

14. MANAGERIAL BREAKDOWN. The Association will be provided with a department managerial breakdown of department heads, division heads, and supervisors.

15. INVALID SENTENCE, CLAUSE, 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 be 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 consolidated employer.

### 30. 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 rule 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 shall wear nurses' caps. The facility will provide Identification badges which shall be worn on the upper front, shoulder area.



### 31. PROFESSIONAL TRAINING PROVISIONS

- a) All Registered Nurses are eligible. Part-time Nurses reimbursement pro-rated on hours paid based on 2080 hours annually.
- b) The Employee must have a minimum of two (2) years of active seniority with the facility before being eligible to participate.
- c) 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.
- d) The Facility shall require proof of enrollment in the course of study.
- e) The tuition reimbursement is limited to courses taken in the employee's senior year of Bachelor's program and Graduate programs. Employees will be reimbursed for courses completed with at least a C+ (undergrad) or B (grad school). One half ( $\frac{1}{2}$ ) of tuition will be paid when course is completed. The other half of tuition will be paid to employees till employed one (1) year after completion.
- f) Nurses must submit receipt of payment for reimbursement. Invoices will not be accepted.

## 32. SALARIES

1. WAGE RATES. Rates of compensation shall be as attached hereto as Appendix "A".
2. SHIFT PREMIUM. The shift premium for the Registered Nurses working a second and third shift shall be twenty-five (\$.25) per hour.
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 of 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 is 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 OVERPAYMENTS. If there is an overpayment of gross pay, it shall be corrected in the next paycheck.

### 33. LONGEVITY PAY

Registered Nurses shall be paid longevity payment in a lump sum by a separate check in the first payday in December, 1986, 1987 and 1988 as follows:

#### ANNIVERSARY DATE

5th - 9th	2% of annual pay up to a maximum of \$25,000.00 annually which shall constitute a cap for purposes of longevity pay.
10th - 14th	3% of annual pay up to a maximum of \$25,000.00 annually which shall constitute a cap for purposes of longevity pay.
15th -	4% of annual pay up to a maximum of \$25,000.00 annually which shall constitute a cap for purposes of longevity pay.

For the purposes of this Section, annual pay means actual hours paid from January 1 - November 30 plus projected hours for December. Necessary adjustments will be made in January.

The longevity payment shall be determined by the length of service occurring between December 1st and November 30th of each year.

#### 34. CLASSIFICATIONS OF REGISTERED NURSES

There shall be two classifications for Registered Nurses:

R.N. I - shall be a Registered Nurse with a Diploma or an Associate Degree.

R.N. II - shall be a Registered Nurse with a Bachelors Degree.

### 35. 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 requests 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.

APPENDIX "A"

MICHIGAN NURSES ASSOCIATION  
JACKSON COUNTY MEDICAL CARE FACILITY

1986 WAGE SCHEDULE

(Effective January 1, 1986 through December 31, 1986)

	<u>STARTING PAY</u>	<u>AFTER PROBATION</u>	<u>18 MONTH</u>	<u>3 YEAR</u>
Registered Nurse 1	8.082	8.202	8.504	9.001
Registered Nurse 2	8.850	8.956	9.241	9.693
Graduate Nurse	7.832	7.952	8.254	_____

1987 WAGE SCHEDULE

(Effective January 1, 1987 through December 31, 1987)

	<u>STARTING PAY</u>	<u>AFTER PROBATION</u>	<u>18 MONTH</u>	<u>3 YEAR</u>
Registered Nurse 1	8.324	8.448	8.759	9.271
Registered Nurse 2	9.116	9.225	9.519	9.984
Graduate Nurse	8.074	8.198	8.509	_____

1988 WAGE SCHEDULE

(Effective January 1, 1988 through December 31, 1988)

	<u>STARTING PAY</u>	<u>AFTER PROBATION</u>	<u>18 MONTH</u>	<u>3 YEAR</u>
Registered Nurse 1	8.574	8.701	9.022	9.549
Registered Nurse 2	9.389	9.502	9.805	10.284
Graduate Nurse	8.324	8.451	8.772	_____

1. Registered Nurse with two-year nursing degree.
2. Registered Nurse with four-year Baccalaureate Degree.

36. TERM OF AGREEMENT

This agreement shall be effective January 1, 1986 and shall continue in effect until December 31, 1988. The Agreement shall continue in effect on a month to month basis after December 31, 1988, 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 provision of the County of Jackson 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 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 duly authorized representatives on the 25th day of June, 1986.

**MICHIGAN NURSES ASSOCIATION**

**JACKSON COUNTY DEPARTMENT OF  
SOCIAL SERVICES BOARD/JACKSON  
COUNTY MEDICAL CARE FACILITY**

Catherine Olype, MNA  
*rep.*

Margaret Eason

Marion L. Fox RN

Genevieve E Hartwig

Dollie Van Summeray

Hal Jank J

