

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND

SEIU HEALTHCARE MICHIGAN

**BROOKHAVEN
LPN UNIT**

MARCH 9, 2010 - SEPTEMBER 30, 2010

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ARTICLE 1

THIS AGREEMENT made this 9th day of March, 2010, by and between the Muskegon County Board of Commissioners, hereinafter designated as the Employer, and the SEUI Healthcare Michigan, hereinafter designated as the Union, shall (continue) remain in full force and effect through the 30th day of September, 2010. In the event that no new Agreement is reached upon the expiration date of this Agreement, it shall remain in full effect until sixty (60) days after either party has given written notice to terminate the Agreement. Negotiations for renewal of this Agreement shall commence not earlier than October, 2008. Either party may initiate negotiations by written notice to the other party.

ARTICLE 2 RECOGNITION AND UNION SECURITY

- A. The Brookhaven Medical Care Facility hereby recognizes the SEIU Healthcare Michigan, as the exclusive representative, as defined in Act 336, Public Acts of 1947 as amended, of the State of Michigan, for a unit consisting of all Practical Nurse employees.
- B. All current employees, and those hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall within thirty (30) days, as a condition of continued employment, either become members of the Union or pay a service charge for representation by the Union for the duration of this Agreement.
- C. In the event any employee fails to comply with the provisions of this Article within thirty (30) days after written notice by the Union to such employee, such employee's services shall be terminated by the Employer.
- D. The Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3 MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline and to maintain discipline and efficiency of employees is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the Employer, subject, however, to the terms of this Agreement.

ARTICLE 4**NO STRIKE - NO LOCKOUT**

- A. As adequate procedures have been provided, the parties hereto agree that the Union and individual employees will not direct, participate in, or be responsible for any suspension of work through withholding of services, strike, slowdowns, refusal to handle or take care of patients, or other activities that may disturb or interfere with the welfare of patients. The Employer shall have the right to discipline or discharge any employee in violation of this provision and the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.
- B. The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 5**PAYROLL DEDUCTION FOR UNION DUES**

- A. The Facility agrees periodically to deduct from the salaries of nurses, dues for the SEIU Healthcare Michigan, and the Facility Licensed Practical Nurses Staff Council. The Facility also agrees to deduct initiation fee and the appropriate service fee in lieu of dues from the salaries of those nurses who do not join the Union.
- B. The dues or service fees shall be deducted in monthly installments with appropriate adjustments being made for any nurse who is on a leave without pay. The Facility shall notify the Staff Council and State Office of the Union of the names and addresses of all new members of the Union or of those who pay the service fee at the time the first deduction is made.
- C. The Union shall give written notification to the Facility of any change in the amount of dues, initiation fee, or service fees which are to be deducted. This notification shall be within sixty (60) days before the beginning of each calendar year.
- D. Dues and service fees deducted shall be sent to the Service Employees International Union, Local 79.
- E. The Union will protect and save harmless the Employer from any and all claims that may arise as a result of the Employer's compliance with this Article.

ARTICLE 6**EMPLOYEE REPRESENTATION**

- A. The Licensed Practical Nurses Council, composed of all employees covered by this Agreement, has been established to serve as the local functioning unit of the SEIU Healthcare Michigan, with regard to collective bargaining agreements which cover the members of this Council between the Union and the Employer. The Collective Bargaining Committee shall be comprised of four (4) employees chosen by the membership.

- B. The Union will furnish the Employer with the names of the officers (Chairman, Secretary, Treasurer) of this Council and other representatives chosen by the membership to act on their behalf.
- C. A Grievance Committee composed of members chosen by the Council shall represent the employees in the grievance procedure. The Committee will consist of an employee representative from each shift plus the Chairman of the Council.
- D. Non-employee representatives of the Union, with prior approval of the Facility Administrator, may visit the Facility where the unit members are located for the purpose of representing such employees.

ARTICLE 7

SPECIAL CONFERENCES

- A. In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible labor relations participation, special conferences may be held at the request of either party to exchange ideas and information, and together explore and discuss situations and subjects of interest and concern. Special conferences shall not include staff meetings and grievances.
- B. Such meetings shall be between the officers of the Council, non-employee representatives of the Union, and representatives of the Facility.
- C. 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.
- D. Special conferences shall be scheduled within ten (10) working days after the request is made.
- E. Any agreements reached in a special conference shall apply to all employees in the bargaining unit who are affected by the Agreement. The Agreement shall be reduced to writing by the Administrative Office within three (3) working days, and signed by representatives of the Employer and the employees.
- F. Council members (not to exceed two) engaged during their normal work shift in special conferences, negotiations, with the Employer shall be entitled to release time as needed without loss of salary.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. The parties intend that the grievance procedure as set forth herein shall serve as a means for the peaceful and equitable settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, at the earliest level possible, without interruption or disturbance of normal operations.

A grievance shall mean a complaint by a nurse or group of nurses based on an event, condition, or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provision of this Agreement.

- B. After permission has been granted by their supervisor, the representatives of the Grievance Committee, may use reasonable amounts of regular working hours without loss of time or pay, to investigate and present grievances arising on their shift to the Employer.
- C. The time elements of the first three (3) levels can be shortened or extended by mutual agreement.
- D. Any grievance not appealed in writing from a decision at any of the first three (3) steps under the grievance procedure to the next level within five (5) working days shall be considered settled on the basis of the last decision. For purposes of this Article, working days shall mean Monday through Friday, but excluding Saturday, Sunday and holidays.
- E. The aggrieved party may withdraw a grievance from further consideration at any stage of the procedure.
- F. Failure of the Employer to respond to a grievance at any stage within the time limits specified shall be considered acknowledgment that the grievance was justifiable and the relief asked for shall be promptly implemented.
- G. Steps in the Grievance Procedure

Step One

A nurse with a grievance shall first discuss it with her immediate supervisor, either individually or with her representative of the Grievance Committee to attempt to resolve the matter. All grievances shall be presented in writing within five (5) working days of the incident over which the grievance arises. The supervisor shall have up to five (5) working days from the date of the receipt of the written grievance to issue a written response.

Step Two

If the grievance is not settled informally, it shall be presented in writing, signed by the employee and served upon the Director of Nursing or her substitute within five (5) days of the receipt of the supervisor's written response or the expiration of the supervisor's period for answering in writing. The grievance shall state the alleged violation of specific rights covered by the terms and provisions of this Agreement and set forth all pertinent information and complete evidence relating to said grievance. The Director of Nursing shall answer the same within five (5) working days after the date of receipt of the written grievance.

Step Three

Unsatisfactory disposition of the grievance at Step Two may result in appeal of the grievance by the Staff Council Chairman to the Facility Administrator within five (5) working days of the receipt of the Nursing Director's Step Two response. A meeting between the Grievance Committee Representative, Staff Council Chairman and the Facility Administrator or designated representative, shall take place within five (5) working days from the date the grievance is received. The Facility Administrator or designated representative shall have five (5) working days from the date of the meeting to submit an answer to the Staff Council Chairman.

Step Four

If the matter is not satisfactorily adjusted within (5) working days after the response from the Facility Administrator is due, the Staff Council Chairman may forward a request for a meeting to the County Human Resources Director or his/her designee and the Union Field Representative. A meeting shall then be arranged as soon as possible between the Grievance Committee including the Union Field Representative, the Facility Administrator and the County Human Resources Director. The County shall then affirm its position as a result of that meeting in writing within five (5) working days following said meeting.

Step Five - Arbitration

- A. Within thirty (30) days any unresolved grievance which has been fully processed through the last step of the grievance procedure may be submitted to arbitration. Arbitration shall be invoked by written notice to the other party of intention to arbitrate.

- B. The notice by either party will be in strict accordance with the following provisions:
1. Within five (5) working days following the request for arbitration as mentioned in A. and B. above, the parties will attempt to select a mutually satisfactory arbitrator.
 2. If the parties are unable to reach agreement on a mutually satisfactory arbitrator, the party requesting arbitration will apply to the Federal Mediation and Conciliation Service, and the parties shall select an arbitrator from the list provided by FMCS. In this event, the parties agree to follow the rules of the Federal Mediation and Conciliation Service.
- C. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power and authority to set any wage rate or to make any decision contrary to, inconsistent with, modifying or varying in any way, the terms of this Agreement.
- D. The arbitrator may conduct a hearing and hear the evidence presented by both parties as he may consider appropriate. At the arbitrator's hearings, each party shall have the option of presenting witnesses to matters ruled admissible by the arbitrator and such witnesses may be cross-examined by the arbitrator or opposing party.
- E. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement and Employer, however, the Employer or the Union may challenge the award if it was not made in accordance with the jurisdiction and authority under this Agreement.
- F. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- G. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses. Upon request of either the Employer or the Union or the arbitrator, a transcript of the hearing shall be made. The cost of the transcript shall be borne by the party making the request. Either party may make a tape recording of the hearing. At the close of the hearing, the arbitrator shall afford the Employer and the Union a

reasonable opportunity to furnish briefs, if it is the desire of either party.

ARTICLE 9 MAINTENANCE OF DISCIPLINE

All L.P.N.'s will be required to abide by the work rules established by Management.

- A. Work rules established by management will be made available to the L.P.N. Council. If the Council believes a rule contradicts the provisions of this Agreement, their specific concern will be proper subject for the grievance procedure.
- B. Discipline that is necessary will be of a corrective nature rather than punitive, and will include, where appropriate, verbal and written warnings before penalty is imposed. The Employer will present a copy of all disciplinary actions to the Staff Council Chairperson within two (2) working days after the effective date of the disciplinary action.
- C. Individual disciplinary penalties, including discharge, shall be for just cause and may become a subject for the grievance procedure. Disciplinary actions may be taken as outlined in Appendix B, attached hereto and made a part of this Agreement, and/or the management work rules referred to above; provided that in the event a conflict occurs between the Work Rules and Appendix B, Appendix B shall govern.
- D. The Employer agrees upon the discharge or suspension of an employee to promptly notify in writing the Staff Council Chairman.
- E. Should the discharged or suspended employee or the designated representative consider the discharge or suspension to be improper, a grievance may be presented in writing, as provided in the Grievance Procedure.

ARTICLE 10 STATUS OF THE LICENSED PRACTICAL NURSE

- A. The Licensed Practical Nurse is not only responsible for high quality nursing care under the direction of the Supervisor, but also performs certain practical functions independently. For the assumption of these responsibilities and sharing of duties parallel to duties exercised by the professional Registered Nurse, the Licensed Practical Nurse shall be classified apart from non-licensed auxiliary nursing personnel, namely nurse aides. All duties performed by the Licensed Practical Nurse shall be in accord with the Michigan Nursing Practice Act and all existing federal regulations.

- B. The Licensed Practical Nurse will not ordinarily be required to perform duties routinely performed by the Housekeeping Department or the Dietary Department.
- C. The Employer shall adequately staff every department on all shifts each day so that the Licensed Practical Nurse may be utilized to render bedside nursing care and perform the functions and exercise the skills her occupational training has provided.
- D. The Licensed Practical Nurse will supervise the administration of any medication or treatment allowed by Federal or State rules by unlicensed personnel.

ARTICLE 11 DEFINITION OF EMPLOYMENT

- A. Full-time employees are those scheduled to work eighty (80) hours per two week pay period and shall be covered fully by all provisions of this Agreement.
- B. Part-time employees are those scheduled to work at least forty (40) but less than eighty (80) hours per two week pay period and shall be covered fully by all provisions of this Agreement and shall receive benefits based on the number of hours worked per day, week and year, prorated in comparison to a full-time employee (2080 hours per year).
- C. Hourly employees are those used on a call-in basis only, to work in the position of regular employees who are absent on a daily basis or during posting and filling of open jobs.
- D. Temporary employees are those used to work during the time regular employees are on vacation, leaves of absences, and extended sick leave only, not to exceed four (4) months.
- E. Hourly and temporary employees shall not be a part of the bargaining unit nor subject to the terms of this Agreement except for holiday pay, and they shall be paid the starting rate of the classification performed.
- F. Probationary - New employees shall be on probationary status for the first six (6) months of employment. The Facility determines the ability of a probationary employee to perform the required work. Probationary employees may be terminated at any time during the probationary period without recourse to the grievance procedure. At the end of the probationary period the employee shall receive a written evaluation of performance and if satisfactory, shall be entered on the seniority list. All probationary employees shall participate in a Facility orientation and instruction program designed to acquaint them with distinctive Facility procedures and techniques, and to familiarize and commission them with

definite duties and responsibilities. A probationary employee shall not be entitled to sick pay or vacation pay during the probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with sick pay and vacation pay accruals earned during the period of probationary employment.

Employees who have completed their initial probationary period with the Facility and who have been promoted or transferred to a position within the LPN bargaining unit, shall serve a new six (6) month probationary period as an LPN. This probationary period shall be for the purpose of evaluating work performance and shall not affect the employee's use of previously accumulated sick and annual leave. Upon satisfactory completion of the probationary period, the employee shall be credited with sick pay and vacation pay accruals earned during the period of probationary employment. The probationary period may be extended an additional thirty (30) working days for any probationary employee by mutual agreement of the Employer, employee, and the union, if executed prior to the end of the initial probationary period.

- G. An employee's bargaining unit seniority shall be determined by the most recent date of hire within the bargaining unit and is distinct from the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible service.

ARTICLE 12 SALARIES AND SCHEDULING

- A. The parties agree that the salary schedule for a Licensed Practical Nurse in this bargaining unit shall be as set forth in "Appendix A" attached hereto and made a part of this Agreement.
- B. When a nurse reaches the anniversary date of employment with this unit, the employee shall advance to the next step on the schedule.
- C. L.P.N.'s hired from and after this date may be paid within the salary range of the pay schedule commensurate with their years of experience as Practical Nurses, provided, however, such newly hired practical nurses shall not exceed the rate of pay for currently employed L.P.N.'s with the same years of experience. In determining work experience, appropriate weight will be given for experience in a similar facility to the degree that it corresponds to the work in this Facility.
- D. For the purpose of determining shift premiums, the day shift is any shift that regularly starts after 4:00 a.m., but before 11:00 a.m. The afternoon shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m. The night shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m. Licensed Practical Nurses who work on the afternoon or night shifts shall be paid a thirty cents (30¢) per hour premium.

- E. The standard work day shall consist of not more than eight (8) hours consecutive in a twenty-four (24) hour period with an unpaid lunch period of one-half (½) hour and one scheduled fifteen (15) minute rest period.

The so-called day shift shall begin at 7:00 a.m. and end at 3:15 p.m.

The so-called afternoon shift shall begin at 3:00 p.m. and end at 11:15 p.m.

The so-called night shift shall begin at 11:00 p.m. and end at 7:15 a.m.

- F. The work week will begin at 7:00 a.m., Sunday and end at 6:59 a.m. Sunday. The standard two (2) weeks pay period shall consist of ten (10) working days and four (4) off days.

- G. Completed work schedules will be posted covering a six (6) week period, at least one (1) week in advance of the time covered by such schedule. Every effort will be made to accommodate requests for specific schedules if they are submitted in writing at least two (2) weeks prior to the posting of such schedules. If the Employer shall deem it necessary to transfer an L.P.N. from one unit to another unit on the same shift, the Employer shall discuss the impending transfer with the L.P.N. at least five (5) days prior to the transfer. No Licensed Practical Nurse shall be required to work more than eight (8) hours in any twenty-four (24) hour period without the employee's consent, except in exceptional circumstances.

- H. Overtime will be paid only if authorized by the supervisor. Overtime work will be paid at the rate of time and one-half the regular rate, including any applicable shift differential, as follows:

1. For all hours worked over eight (8) hours in any twenty-four (24) hour period, using 7:00 a.m. as the basis of the twenty-four (24) hour period computation. (This provision shall not apply for changing of shift at the employee's request.)
2. For all hours worked over eighty (80) hours in a bi-weekly pay period, unless the extra hours occur as a result of employees trading days.
3. Notwithstanding I. (1) above, so-called night shift employees (11:00 p.m. to 7:15 a.m.) shall receive overtime paid at the rate of time and one-half (1-1/2) the regular rate when required to work additional time immediately following the end of their previous shift.

If overtime is required and properly approved, it shall be so shown on the daily payroll report by the supervisor and shall be paid according to actual time worked.

- I. Licensed Practical Nurses will be scheduled off every other weekend. Weekend pattern changes will be assigned based on seniority and discussed with the affected LPN in advance. Weekend pattern changes will be posted a minimum of four (4) working days for voluntary sign-up. The highest senior employee who signs the weekend pattern change shall be awarded the posted weekend. In the event that there are no volunteers, the posted weekend will be assigned to the least senior employee on the affected shift.
- J. Any nurse who reports for work as scheduled and is sent home for lack of work shall receive a minimum of four (4) hours' pay.
- K. Any L.P.N. scheduled or assigned to charge or pass medications for more than one (1) nursing unit shall be paid at a premium rate of one and one-half (1-1/2) times the normal base rate of pay for such work, which shall not exceed sixty (60) residents. Two (2) times the normal base rate of pay will be paid to LPN's who are assigned to work an extra shift which includes being scheduled or assigned to charge or pass medications for more than one (1) nursing unit and they have already worked the previous, consecutive eight (8) hours.
- L. An L.P.N. shall be retained on her assigned unit except to charge another unit or where her specific nursing skills are required.
- M. L.P.N.'s punching in after the start of their regular shift, shall be paid for the actual time worked.
- N. Overtime hours shall be divided as equally as practicable among all employees in this classification. An up-to-date list showing overtime hours shall be posted every two (2) weeks on the LPN Bulletin Board.

ARTICLE 13

EXTRA WORK ASSIGNMENTS

- A. Prior to implementing the provisions of this Article, on weekdays the Employer will assign the LPN/Medical Records to work as a charge nurse for one (1) or more units, if there are less than six (6) LPN's on duty on the day shift. This article pertains to the LPN/Medical Records person that is assigned to the same time slot as the day LPN charge nurses.
- B. Pre-scheduled Absence Assignments. Scheduled leave absences will be available for extra work assignments at the time of LPN scheduling on the employee bulletin board. LPN's may sign for such assignments. The assignment will be awarded to the

most senior employee who signed for the assignment. These assignments will be entered on the employee schedule prior to using the call in list.

C. Post-scheduling Absence Assignments (call-in-list).

1. During the next to last week of January, March, May, July, September and November, each bargaining unit employee shall have the opportunity to volunteer for extra work within their classification which may be available during the next two calendar months by signing the call-in-list as posted by the Employer. The call-in-list will be arranged by seniority. The call in procedure will begin at the top and continue until an acceptance is received. The call in procedure will continue on from the last acceptance.
2. The awarding of extra work hours will be made first to part-time LPN's, second to hourly call-in LPN's and thirdly to full-time LPN's that have signed the posted list and fourth to agency personnel.
3. When the call-in-list is exhausted, additional LPN's will be called in the following order: first hourly LPN's, second part-time LPN's, third full-time LPN's and fourth Outside Agency LPN's.
4. An LPN may have his/her name removed from the list by written request to the Director of Nursing. The request will become effective at the beginning of the next pay period. The LPN's must keep Administration informed of their current telephone number.

ARTICLE 14

HEALTH PROGRAM

- A. Emergency treatment for illness and accidents on the job which may interfere with a nurse's ability to carry out duties shall be provided without charge to the nurse.
- B. Good health is a prerequisite for continued employment with the Facility. In the event a question arises as to an employee's health, the employee shall submit to a physical examination by a physician selected and paid for by the Facility and the results of such examination shall be available to both the Facility and employee. This provision may be invoked in order to comply with State of Michigan requirements for employee physical examinations.
- C. If a physical examination is required for an LPN employee, the Employer will provide such physical by a County appointed physician at no cost to the employee. An employee may elect to have the required physical performed by his/her own physician and furnish the results to the Facility.

- D. Persons returning from sick leave of absence, maternity leave, educational leave or compensable injury leave, may be required to submit to a complete physical examination at the discretion of the Facility Administrator. The employee must satisfactorily pass this examination in order to continue employment at the Facility. If an employee has a physical examination by a physician other than the Facility's physician, and there is a difference as to the eligibility, it shall then be subject to a third impartial physician, mutually agreed to between the Employer and the Union. The proceedings of the hearing and the settlement thereof shall be handled in accordance with Article 8, Step 3.

ARTICLE 15

VACATIONS

A.	Years of Service	*Annual Accumulation	Days Earned Per Pay	**Maximum Accumulation
	0 - 5	13 days	.500	26 days
	6 - 10	16 days	.615	32 days
	11 - 15	19 days	.731	38 days
	16 - 17	21 days	.808	42 days
	18	22 days	.846	44 days
	19	23 days	.885	46 days
	20+	24 days	.923	48 days

* For the purposes of this schedule, a day is defined as eight (8) hours pay at the employee's regular base rate, including any differential.

** The maximum accumulation is based on two (2) years worth of annual leave earnings. When the maximum accumulation of annual leave is reached, additional time spent in Brookhaven service, while an employee's leave is at maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below maximum.

For employees hired on or after March 9, 2010, annual leave shall be earned and accumulated per pay period according to the following chart:

Years of Service	Annual Accumulation	Days Earned Per Pay	*Maximum Accumulation
1 - 5	13 days**	.500	13 days
6 - 10	16 days	.615	16 days
11 - 15	19 days	.731	19 days
16	20 days	.769	20 days
17	21 days	.808	21 days
18	22 days	.846	22 days
19	23 days	.885	23 days
20+	24 days	.923	24 days

* The maximum accumulation is based on one (1) year worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual leave is at the maximum, will not earn Annual Leave, either for immediate or future use when the employee's accumulation is below maximum.

** For the purposes of this schedule a day is defined as eight (8), eight hours pay at the employee's regular base rate, including any differential.

- B. Requests for vacation time must be made with the supervisor as early as possible but at least two (2) weeks in advance of the month in which vacation is desired. Employees will be notified whether their vacation request is approved within ten (10) days of submitting the request. Vacations should be planned and duties organized as much as possible so as to eliminate hardship to other employees. A vacation is something earned; its purpose is to provide each employee with a period of rest and relaxation and a vacation of two (2) weeks duration is encouraged each year. Vacations may be taken at any time of the year if scheduling permits.

Should an employee desire pay for the days off on vacation in advance of her vacation, the employee must place her request for same in writing with the Administrative Office at the Facility in time to come in with the time cards so separate checks will not be required. Employees will receive vacation pay on the regular pay day prior to vacation, if so desired, or on the regular pay day following the vacation period.

- C. An employee with at least six (6) months service shall receive pay for all unused vacation time if she terminates employment or retires in accordance with Article 32. In case of death, compensation will be paid to the employee's estate.
- D. Part-time employees shall receive vacation benefits on a pro-rata basis in the proportion that their hours worked during a year bears to full-time employment of 2,080 hours per year.
- E. Vacation with pay will not be granted before it is earned in accordance with these provisions.
- F. Vacation must be taken in eight (8) hour increments except in cases of emergency.

ARTICLE 16

HOLIDAYS

- A. Each full-time Licensed Practical Nurse shall be paid straight time for all unworked hours of their regularly assigned eight (8) hour shift for recognized holidays.

The following days shall be recognized as holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Holidays will be scheduled off as equally as possible.

- B. When a holiday falls within a nurse's vacation period, the employee will be paid that holiday in addition to vacation pay. Any L.P.N. on paid sick leave which commenced during the work week prior to or during the week in which the holiday occurs will receive holiday pay.
- C. Employees shall be eligible for holiday pay under the following conditions: To be eligible for holiday pay an employee must work the last scheduled day before, as well as the first scheduled day after the holiday. Those employees on a paid sick leave other than compensable injury must present a doctor's certificate before the pay can be allowed.
- D. 1. Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular workday is more or less than eight (8) hours.
2. Eligible employees whose regular workday differs from the standard eight-hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.
3. LPN/Medical Records are scheduled to work a standard work week of Monday through Friday and will be scheduled off on the holidays indicated in Section A above.
- E. Full-time employees who are required to work on a holiday shall receive holiday pay in addition to time and one-half (1 1/2) for all hours worked on the holiday. Any L.P.N. working less than eight (8) hours of the regular shift will be paid at the holiday pay rate for the balance of the eight (8) hours not worked. An employee is considered to have worked on a holiday only if such employee works at least four (4) hours on that holiday.
- F. Part-time employees who work on a holiday will receive holiday pay, in addition to time and one-half (1 1/2) for all hours worked on the holiday. An employee is considered to have worked on a holiday only if such employee works at least four (4) hours on that holiday. Part-time employees not working on a holiday will receive pro-rata holiday pay in the same proportion that their hours worked during a year bear to full-time employment.

ARTICLE 17

SICK LEAVE

- A. All employees covered by this Agreement shall accumulate .462 paid sick days for each eighty (80) hours worked, twelve (12) days per year. If an employee is expected to be off longer than three (3) days, with or without sick leave, the employee will obtain a certificate from the attending physician and shall have it mailed or brought to the Nursing Director.

Regular part-time employees shall receive sick benefits on a pro-rata basis in the proportion that their hours worked during a year bear to full-time employment of 2080 hours per year.

Employees hired on or after March 9, 2010 shall accumulate sick leave at the rate of ten (10) sick leave days per year. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .385 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred and eighty (180) days of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

- B. Employees with less than ten (10) years of service shall be allowed to accumulate up to 120 days of sick leave. Employees with over ten (10) years of service shall be limited to a total accumulation of 180 days of sick leave. Employees with over twenty (20) years of service shall be limited to a total accumulation of 200 days of sick leave.

- C. All employees who have completed six (6) months of service and are permanently separated from employment as a result of voluntary resignation, with fourteen (14) days advance notice, will be paid one-half their accumulated sick leave up to a maximum of one hundred and eighty (180) day cap, based on the rate of pay at the time of separation. Payment will be made ninety (90) days after the effective date of separation. In the case of death of an employee, all the accrued sick leave up to a maximum of one hundred and eighty (180) day cap, will be paid to the spouse, or it will be paid to their estate without delay. Accrued sick leave will be paid in full on normal retirement as then defined in Act 135 of the Public Acts of 1945, as amended, up to a maximum of one hundred and eighty (180) day cap.

- 1. For employees hired on or after March 9, 2010, payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout-sixty-seven and one-half (67 ½) days]. Payment

shall be based on the rate the employee is earning at the time of separation.

2. For employees hired on or after March 9, 2010, payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (½) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout-forty-five (45) days]. Payment shall be based on the rate the employee is earning at the time of separation.

D. Sick days may be utilized for the following:

1. Employee's own illness or injury (compensable or otherwise).
2. Serious illness of employee's immediate family who are current members of the household who require employee's attention and care. Upon request of the Facility Administrator such need must be documented by an acceptable statement from a physician. Under exceptional circumstances, sick leave may also be used for members of the employee's immediate family who are not current members of the household, if approved by the Administrator.
3. The day on which in-patient surgery is performed on a member of the employee's immediate family and in cases of critical illness, at the discretion of the Facility Administrator.
4. Exposure to a "contagious" disease which might make employee's presence dangerous to patients or fellow employees.
5. To supplement workers compensation benefits such that prorated sick leave may be combined with the workers compensation benefits to equal up to 100% of an employee's regular weekly earnings.

E. Sick days will be earned while an employee is on vacation or while using accumulated sick days but the employee will earn no sick time while off and drawing Workers Compensation. They may be paid for any accumulated sick time but will earn no more until such time as they return to work.

F. All absences, whether they are chargeable to sick leave or not, must be supported by a leave slip signed by the employee and the employee's supervisor immediately following return to work. Supervisors may request the employee to furnish a statement from her physician regarding the illness and the employee's ability to work, if the employee has demonstrated a pattern of sick leave abuse and if the employee has received

a prior counseling that such a pattern is present or developing. Physicians' statements may be requested while a pattern of sick leave abuse continues to be present and in such circumstances as accidents and/or exposure to communicable diseases. Should illness necessitate leaving work before the end of the regular shift, an equivalent amount of sick leave shall be deducted and paid to the employee from the employee's sick leave accumulations for each period of work time an employee is off sick.

- G. If the employee has not been on the payroll a sufficient length of time to accumulate sick days to allow for the first seven (7) days of occupational sickness or injury, they will be paid for by the Facility (until Worker's Compensation becomes effective) but only after it has been determined that Worker's Compensation will not cover these first seven (7) days.
- H. Should the employee become injured while at work, regardless of the extent, the incident should be reported immediately on an Employee Injury Report Form and submitted to the nursing supervisor on duty. The nursing supervisor will make a determination whether the employee is to report to the employer's designated treatment facility immediately.
- I. LPN's shall notify the department head or supervisor at least one (1) hour before the designated shift starting time if they are unable to report to work.

ARTICLE 18

SPECIAL LEAVES

Section 1

Bereavement Leave

If a death occurs among members of a full-time employee's immediate family or household, the employee will be permitted to be absent from work without loss of pay up to three (3) scheduled work days. The immediate family is defined as spouse, child, brother, sister, father, mother, grandparent, grandchild, stepfather, stepmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepson and stepdaughter.

Regular part-time employees if assigned to work, will be permitted upon notification to their Supervisor, to be absent from work for no more than three (3) scheduled work days, if needed, without loss of their regular pay, upon the occurrence of death in the employee's immediate family as described above. Bereavement leave will be paid at the employee's straight time hourly rate.

An employee may be granted additional travel time, if needed, without pay to attend such funerals as defined in this Article.

Section 2

Jury Duty

Employees on jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the

Employer on that day and the daily jury duty fee paid by the courts, including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel shall return to work for the balance of the day when she is excused by the Court from further attendance.

First shift employees who are required to report for Jury Duty prior to nine o'clock (9:00) AM shall be excused and shall report to work for the balance of the day when excused by the Court for further attendance provided there is more than one hour remaining in the employee's regular shift.

Second and Third shift employees required to report for Jury Duty shall be offered alternative scheduling options which shall include personal days, annual leave, additional days off earned from working holidays or rescheduling days off.

Section 3

Maternity Leave

- A. Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:
1. The employee's Department Head shall be notified by a doctor's statement as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery, estimated last day of work and confirmation of the employee's continued ability to work. It is the employee's obligation to advise the Employer by a doctor's statement at any such time as the employee becomes unable to work due to the pregnancy prior to the estimated day of delivery.
 2. An employee will not be allowed to return to work after delivery until she has supplied her Department Head with a statement from her physician that she is physically and medically able to return to her duties as a Facility employee. A copy of this statement shall be forwarded to the Administrator.
 3. If the employee has not returned to work, she must within one (1) month of the date of delivery inform the Facility of her expected date of return. In the event an employee expects to be off for longer than six (6) weeks from the date of delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from Brookhaven employment.

- B. Leaves of absence without pay, not to exceed six (6) months as provided under Article 20, Section 3, may be requested by employees under this section.

Section 4

Personal Leave

Effective the first full pay period following January 1st of each contract year, each eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave days are not accruable and must be taken before the start of the next full pay period following January 1st of the next year. Such days may be taken at any time, provided the employee requests the day five (5) days in advance and obtains approval of his/her supervisor.

Employees hired after January 1st of each year will, after successful completion of their probation, receive two (2) personal days to be used before the start of the next full pay period following January 1st of the next year.

For 2010 only, to be used by September 30, 2010, add four (4) additional personal days effective upon execution of the contract.

ARTICLE 19 FAMILY AND MEDICAL LEAVE ACT APPLICATION

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Article 17, Sick Leave; and Article 20, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve (12) work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through the procedures in the Act unless mutually agreed otherwise.

ARTICLE 20

LEAVES OF ABSENCE WITHOUT PAY

Section 1

A. Definition

For the purpose of this Agreement, a leave of absence without pay shall be defined as all time for which a Facility employee is to be continued as an employee but not paid, whether it be one day or the maximum time allowable under the reasons for the leave.

When granted a leave of absence without pay, the employee commits herself to returning to work at the end of the leave.

B. Requests for Leaves Without Pay

1. Eligibility Requirements - Employees shall be eligible to request leave of absence after probationary period ends.
2. Application for Leave - Any request for a leave of absence shall be submitted in writing by the employee to the Facility Administration. The request shall state the reason the leave of absence is being requested and the beginning and ending dates of the leave of absence.

The response to a request for a leave of absence shall be furnished to the employee by the Facility Administration and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted.

A request for a short leave of absence, a leave not exceeding one (1) month, shall be answered within five (5) working days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) working days.

The following provisions shall apply to all leaves of absence unless specifically provided for elsewhere in this Agreement. On leaves of absence of up to sixty (60) days duration, the employee shall be reinstated to the same shift when returning from leave. (This shall also apply to medical and maternity leaves up to ninety (90) days when two (2) weeks notice is given prior to return.) On leaves of absence of more than sixty (60) days duration, the employee shall be reinstated to the same shift when returning from leave, if and when available. The employee should check with the Director of Nurses at least three (3) working days prior to expiration of a leave for duty assignment.

Section 2 Effect of Leaves Without Pay

During a leave of absence without pay, the employee:

- A. Does not receive pay from the Facility.
- B. Does not earn annual leave.
- C. Does not earn sick leave.
- D. Does not get paid for legal holidays occurring during the leave.
- E. Has no time deducted from his annual leave or sick leave to cover time off on the leave of absence without pay.
- F. Remains a member of the Michigan Municipal Employees' Retirement System but cannot withdraw retirement contributions while on leave of absence, only on separation; and cannot pay retirement contributions.
- G. The employee does not earn credit toward longevity or credit toward the rate of annual leave or sick leave, or personal leave accumulation for the period covered by the leave.
- H. Must pay any group hospitalization premiums falling due during any month in which the employee has not worked at least one (1) week. (Such premiums are normally paid by the Facility for eligible employees.) Employees on such leaves should contact payroll.
- I. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months the Facility will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active Facility employment by the end of his approved leave of absence without pay, his group life insurance coverage is terminated.

Section 3 Types of Leave Without Pay

- A. Work Related Injury - To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- B. Elected Office - To cover time off while running for County elected office filled by partisan election. If such a leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- C. Discipline - To cover disciplinary leaves (suspension without pay) as covered in Article 9 - Maintenance of Discipline.

- D. Leave for Union Business - Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Facility shall, at the written request of the Union, receive temporary unpaid leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.
- E. Educational Leaves - Upon written application, a nurse may be granted a leave of absence to pursue a full-time education program in nursing or a related field up to one (1) year without loss of accrued benefits and upon return to employment and will be granted seniority for the period of such educational leave in determining advancement on the salary schedule not to exceed one (1) year.
- F. Personal Leaves - An employee shall have the right to apply for a leave of absence for a period of up to sixty (60) days for personal reasons of a persuasive nature which shall be stated in the application. Granting of such leaves shall be at the sole discretion of the Facility Administrator. Extension of a personal leave of absence may be granted at the sole discretion of the Facility Administration for a further period or periods to a total not to exceed twelve (12) calendar months.
- G. Sick Leave - An employee who is ill or suffers an injury necessitating absence from work may be granted a sick leave of absence for a period not to exceed six (6) calendar months in any calendar year. Leaves of this nature will only be granted after the employee has used all accumulated paid sick days. Applications for such leave shall be supported by a physician's statement. The Facility Administration may require the employee to submit to a physical examination by a physician of its choosing at its expense in the event a question arises as to the employee's illness or continued illness which the employee feels requires absence from work.

Section 4 Return From a Leave Without Pay

If an employee fails to return to Facility employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the employee must submit a resignation from the Facility service. Failure to contact the Department Head or the Administrator in writing at the end of the leave shall be grounds for labeling the separation from Facility service a voluntary quit.

ARTICLE 21 **WORKER'S COMPENSATION**

All employees shall be covered by the applicable Worker's Compensation law. (See also Article 17, D., 5, and H.)

ARTICLE 22

LAYOFF

Section 1

Layoff Procedure

- A. The word "layoff" means a reduction in the work force.
- B. When it becomes necessary to layoff, the employees with the least seniority in the job classification shall be laid off first, and so on progressively through the entire list of employees. However, it is understood that the employees retained must have the ability and physical fitness to satisfactorily perform the work associated with the assignment.

The order of layoff under this Article shall be as follows:

- 1. Temporary employees
 - 2. Probationary employees
 - 3. Part-time employees
 - 4. Full-time employees
- C. Employees to be laid off will have at least five (5) calendar days notice of layoff. The Union Chairman shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 2

Recall Procedure

When the work force is increased after a layoff, laid off employees will be recalled according to seniority, subject to ability and physical fitness to satisfactorily perform the work associated with the assignment. The Employer will notify the employee by certified letter, return receipt requested, sent to the employee's last known address and the Employer's obligation is satisfied if the last known address given by the employee is used. The employee so notified shall report to work in five (5) calendar days from the date of receipt of notice to return to work. If the employee fails to return to work on the day he/she is to report, he/she shall be considered as having voluntarily quit.

Section 3

Seniority of Officers

Notwithstanding their position on the seniority list, the officers of the union shall, in the event of layoff, be continued at work provided they can perform the work and work is available.

ARTICLE 23

INSURANCES

- A. Medical Coverage. Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of

such policies and programs, unless specifically provided otherwise in this agreement.

The Employer's liability with respect to benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the coverage specified, and upon such payment or compliance, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

The plan in effect is Muskegon County Medical Plan 2P with an employee contribution amount of 3% of the monthly premium equivalent amount for the employee and applicable dependents for contract year 2009. The employee contribution amount will be 6% effective January 1, 2010 and 7% effective September 30, 2010. The contribution amount will be paid to the County by the employee via payroll deduction, which deduction is hereby authorized by the agreement.

- B. Life. The Employer shall provide "straight-term" life insurance or coverage whereby all full-time employees are insured for \$10,000.00 with the Employer paying the full cost.
- C. Dental. The County agrees to provide to all permanent employees Delta Dental Plan A insurance or coverage at a cost to the Employer not to exceed forty-two dollars (\$42.00) per subscriber per month. Any premium in excess of the amounts stated above per month per subscriber will be paid by the employee through payroll deduction, such deduction being hereby authorized by this Agreement. Effective January 1, 2010 the Employer agrees to provide Delta Dental Plan A insurance or coverage at no cost to the employee.
- D. Medical, dental and life insurance or plan coverages will become available and effective for new employees six (6) calendar months after date of hire into a permanent position and upon successful completion of the probationary period.
- E. Retirees Coverage. The Employer shall provide medical coverage through insurance or a self-funded plan for individual retirees who go from County employment immediately into retirement under the MERS Plan. In addition, active retirees' dependents will be allowed to participate in this program. but the cost for coverage for any retiree's dependents shall be paid for by the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after January 1, 1994.

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by County</u>
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

For employees hired on or after March 9, 2010 the County shall provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 3% of gross wages.

F. Additional Costs. Any additional cost for insurance coverage above and beyond that described above shall be paid for by the individual employees through regular payroll deduction, which deduction is hereby authorized by this Agreement.

G. General Medical Plan Provisions.

1. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided above, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.

2. The self-funded medical plan in effect as of the effective date of this Agreement and described in Article 23A above shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in (1) above.

ARTICLE 24

RETIREMENT

During the term of this agreement, the County agrees to provide to all permanent employees the MERS Benefit Program identified as B-2 F55/25 with a 7.57% employee contribution, with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

For employees hired on or after March 9, 2010 the County agrees to provide the MERS Benefit Program identified as MERS B-1 with a 3% employee contribution through payroll deduction, such deduction being hereby authorized by this agreement.

ARTICLE 25

EVALUATIONS AND PROMOTIONS

- A. Supervisors shall prepare a written performance evaluation of each Licensed Practical Nurse at the completion of the probationary period and once each year thereafter. After the evaluation has been discussed with the employee, she shall sign the evaluation to indicate that it has been reviewed with them. A copy of the evaluation shall be made available to the employee if desired.
- B. Notice of shift opening that lists all vacancies within the bargaining unit to be filled will be posted for not less than five (5) working days. Any Licensed Practical Nurse may sign a posted vacancy list for consideration.
- C. All vacancies shall be awarded to the most senior qualified applicant and the vacancy shall be filled as soon as possible after the award is made.

ARTICLE 26

EDUCATIONAL COURSES

- A. The parties recognize that because of the rapid growth of the total health industry and the increasing rate of technological change, that it is most desirable that all Licensed Practical Nurses be encouraged and supported by their employer to maintain and improve their efficiency through continued learning.
- B. Licensed Practical Nurses may enroll in L.P.N. job related courses at an accredited educational institution that Administration feels would aid their vocational growth and submit an application to the Employer for the payment of the costs incurred, subject to Facility's approval.

- C. All L.P.N. related in-service training programs within the Facility may be open to all Licensed Practical Nurses wishing to attend. Release time as needed will be provided, if possible, and the period spent in such attendance shall not result in a loss of pay.

ARTICLE 27 OCCUPATIONAL MEETINGS

- A. The Union shall periodically make recommendations to the Employer regarding meetings where attendance by Licensed Practical Nurses is desirable and may submit the names of persons who might attend. The Employer will reimburse at least one-half the cost of the tuition, books, and laboratory fees when necessary, for a prior Board of Social Services approved course of study as specified above, provided that the nurse has passed the course with a grade of "C" or better and is on the Employer's payroll at the time the refund is paid.
- B. At the sole discretion of the Employer, Licensed Practical Nurses shall be given time off without loss of pay to attend such meetings and shall also be reimbursed for out-of-pocket expenses incurred in such attendance.

ARTICLE 28 OTHER BENEFITS

- A. The Employer agrees that it will discuss with the Union any changes in a current condition of employment, but no such change shall be subject to the grievance procedure.
- B. If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or provision held invalid.
- C. Employees may, upon the approval of the Administrator, use accumulated annual leave or personal leave time to cover for legitimate absences because of transportation problems created by heavy snows.

ARTICLE 29 OTHER CONDITIONS

- A. The Union, through the Council, may use available rooms at the Facility for Union meetings. Requests for the use of meeting rooms shall be made in advance.
- B. The Facility will provide a designated bulletin board for the exclusive use of the Union and will label the bulletin board "For L.P.N.'s only." The Union will utilize the bulletin board to announce meetings and inform its members of matters of interest.
- C. The Union upon making arrangements with management may use other equipment for Union activities and shall pay the Employer's cost of equipment and supplies used.

- D. No employee shall accept loans, gifts, money, goods, services or other preferred arrangements for personal benefit, the effect of which is to directly influence the employee in the manner in which she performs work, makes decisions or otherwise discharges her duties as a Facility employee.
- E. It is the LPN's responsibility to notify Administration of his/her current phone number and mailing address in writing within two weeks of change. The employee will receive a copy of the Employee Identification Change Form document.

ARTICLE 30 NON-DISCRIMINATION

The provisions of this Agreement in accordance with applicable Federal and State law shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, or union activities.

ARTICLE 31 SUPPLEMENTARY EMPLOYMENT

Supplementary employment is not encouraged but is permitted. Supplementary employment should in no way conflict with the satisfactory and impartial performance of Facility duties, and must not violate any law or Michigan Department of Public Health regulation.

ARTICLE 32 TERMINATION OF EMPLOYMENT

At least fourteen (14) days written notice of termination shall be given to the Employer by the L.P.N.

ARTICLE 33 LIABILITY POLICY

The County of Muskegon has a package insurance policy covering the Brookhaven Medical Care Facility. Included in the package policy is Nursing Home Professional liability.

Professional services include medical, surgical, dental or nursing treatment including the furnishing of food or beverage in connection therewith. It is apparent that the County is insuring for professional liability including the acts of its employees and includes coverage as named for medical, dental and nursing treatment. As employees this would include the nursing staff, including practical nurses working within the scope of their authority.

ARTICLE 34 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 35

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and Union, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

ARTICLE 36

VALIDITY

There are no agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and ratified and signed by the parties.

ARTICLE 37

TERMS OF AGREEMENT

- A. The parties agree that Supplemental Agreements involving matters not covered herein upon mutual agreement between the Union and the Employer may be attached hereto and made a part of the entire Agreement.

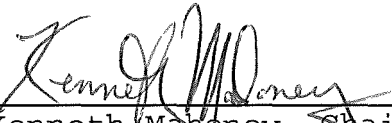
- B. The parties recognize that this Agreement is subject to the Constitutions and laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement

or supplements thereto conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

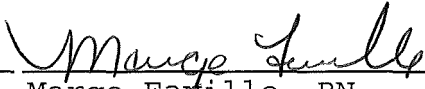
IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of March, 2010.

COUNTY OF MUSKEGON


SEIU HEALTHCARE MICHIGAN



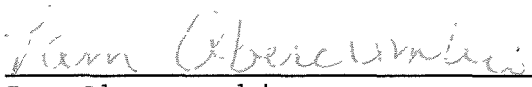
Kenneth Manoney, Chairman
Muskegon County Board
of Commissioners



Marge Fayille, RN
President



Nancy Waters, County Clerk



Pam Abercrombie



Jeanette Nichols

March 9, 2010
Date

APPENDIX A

Section 1

Wage Schedule

A. Effective during the term of this contract:

Classification

LPN	Hourly	16.01	16.79	17.64	18.48	19.38	20.32
LPN/Medical	Hrly	16.01	16.79	17.64	18.48	19.38	20.32

In 2009 and 2010, Brookhaven LPN bargaining unit employees will receive the same general salary increase negotiated with any other Muskegon County bargaining unit.

Section 2

Longevity Pay

For employees hired before March 9, 2010; qualifying dates shall be June 1st and December 1st of each year, and payments shall be made according to the following schedule:

<u>Years of Service</u>	<u>Amount of Payment</u>		
	<u>July</u>	<u>December</u>	<u>Total</u>
5 - 9	100.00	100.00	200.00
10 - 14	150.00	150.00	300.00
15 - 19	200.00	200.00	400.00
20 - 24	250.00	250.00	500.00
25 - 29	300.00	300.00	600.00
30 -	400.00	400.00	800.00

Section 3

Cost of Living Allowance

- A. For employees hired before March 9, 2010, a cost of living payment, if applicable shall be paid annually between December 1 and December 20 of each year. Such payments shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items", published by the Bureau of Labor Statistics, U. S. Department of Labor (1982=100), hereinafter referred to as the Index.
- B. For employees hired before March 9, 2010 the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed thirty (30) cents per hour for each permanent employee based on a total of two thousand eighty (2,080) hours per year [maximum payment of \$624.00]. The payment for part-time permanent employees shall be prorated on the above maximum based upon the number of hours worked during the year by the part-time permanent employee.

APPENDIX B

Disciplinary Actions

Section 1

Disciplinary Actions shall include the following:

1. Verbal warning
2. Written reprimand
3. Suspension with loss of pay
4. Discharge

Employees having successfully completed their initial probationary period shall be discharged or given disciplinary suspension only for just cause. The Association may have the right to challenge the propriety of disciplinary action or discharge through the regular grievance procedure. In the event of disciplinary action or discharge, the employee shall have the right to discuss the case with her shift representative or Grievance Committee member before she is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The Employer will discuss the discharge or discipline with the employee and representative prior to the time the employee is required to leave the premises, if requested by the employee and/or representative. All reprimands, discipline or discharges shall be in writing and presented to the employee and her representative within two (2) working days excluding Saturday, Sunday, or holidays.

Section 2 Classification of Misconduct

Any combination of the listed offenses in Group 1 & 2 may increase disciplinary action.

Group 1 - Minor offenses

Group 2 - Intermediate offenses

Group 3 - Major offenses

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth.

Section 3

Group 1 Offenses, including the following and similar misconduct:

- A. Habitual tardiness.
- B. Habitual absenteeism without sufficient reason.
- C. Failure to punch own time card.

- D. Abuse of break time.
- E. Use of profanity or obscene language.
- F. Faulty work.
- G. Inefficient work.
- H. Playing cards on premises.
- I. Violation of work rules not included in Group 2 or 3.
- J. Use of abbreviations or symbols not on the list of approved notations.
- K. Improper notation of Doctor's orders.
- L. Consumption of any food or beverage which has been prepared for or served to a patient.

A written copy of the offense is to be given to the employee and her representative. Such violations shall not be accumulated longer than twenty-four (24) months. Disciplinary procedures in such cases in this group of misconduct will result in the following steps:

- 1. Written reprimand - first offense.
- 2. One (1) day suspension without pay - second offense.
- 3. Three (3) day suspension without pay - third offense.
- 4. Discharge - fourth offense.

Section 4

Group 2 Offenses, including the following and similar misconduct:

- A. Insubordination.
- B. Absence of two (2) working days without notification.
- C. Making or publishing of false, vicious or malicious statements concerning any employee, supervisor or Medical Care Facility.
- D. Release of confidential information.
- E. Reporting for work under the influence of intoxicants.
- F. Serious medication errors.
- G. Gambling or horseplay.
- H. Malicious destruction of property.
- I. Unprofessional and/or rude behavior attitudes and/or responses toward supervisors, patients or families.

Commission of any of the above offenses may result in disciplinary action.

1. Three (3) days off without pay - first offense.
2. Five (5) days off without pay - second offense.
3. Discharge - third offense.

A copy of the action taken with each step will be given to the employee and Association and a copy placed in employee's work record. These violations shall not be accumulated longer than 24 months.

Section 5

Group 3 Offenses, including the following and similar misconduct:

- A. Possession of weapons on Facility premises at any time.
- B. Theft or misappropriation of Facility or another employee or patient's property.
- C. Falsification or alteration of any time card or time keeping record or intentionally giving false information to anyone whose duty it is to make such record.
- D. Possession of or consumption of any alcoholic beverage or unprescribed drugs while on premises.
- E. Abuse of patients, verbal or physical.
- F. Immoral or unprofessional conduct while on Facility premises.
- G. Walking off the job without permission from immediate supervisor or in the absence of immediate supervisor, the Department Supervisor.
- H. Misuse or removal from premises, without prior authorization, of any Facility records.
- I. Deliberately punching another's time card.

Violation of any of the above rules shall be grounds for immediate discharge.


LETTER OF UNDERSTANDING
LPN UNIT

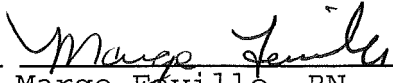
Subject: SEIU COPE PAC


It is understood that the Union will be required to supply a member written authorization to the Facility for any member electing to make a payment or payroll deduction to the SEIU COPE PAC.

COUNTY OF MUSKEGON


SEIU HEALTHCARE MICHIGAN


Kenneth Mahoney, Chairman
Muskegon County Board
of Commissioners


Marge Paville, RN
President


Gary Davis
Brookhaven Administrator


Pam Abercrombie


Deborah Groeneveld
Human Resources Director


Jeanette Nichols

March 9, 2010
Date