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6/30/96

Ingham County

AGREEMENT

Between

COUNTY OF INGHAM

and

INGHAM COUNTY EMPLOYEES' ASSOCIATION
PUBLIC HEALTH NURSES UNIT
CLINIC HEALTH NURSES UNIT

January 1, 1993, through June 30, 1996

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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RELATIONS COLLECTION
Michigan State University

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ARTICLE 1

PARTIES

This Agreement made this ____ day of _____, 1994, between the COUNTY OF INGHAM and INGHAM COUNTY HEALTH DEPARTMENT, (hereinafter referred to as the "County", the "Employer" or the "Department") and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Association", "ICEA", or the "Union") hereby agree as follows:

ARTICLE 2

RECOGNITION

Section 1. **PHN Unit Recognition**. Ingham County hereby recognizes that the Ingham County Employees' Association, pursuant to Case No. R81 H-292 of the Employment Relations Commission, State of Michigan, Department of Labor, in the unit described below is the exclusive representative for the purposes of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all the employees of such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

PHN Unit

All regular Public Health Nurse I's, all regular Public Health Nurse II's, all regular Senior Public Health Nurses, all regular Communicable Disease Coordinators and all regular Maternal Infant Outreach Coordinators of the Ingham County Health Department. Excluding the Director of Nursing and Supervising Nurses or their equivalent.

Section 2. **Clinic Nurse Unit Recognition**. Ingham County hereby recognizes that Ingham County Employee's Association, pursuant to Case No. R81 H-291 of the Employment Relations Commission, State of Michigan Department of Labor, in the unit described below, is the exclusive representative for the purpose of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all the employees of such unit for the purposes of collective bargaining with respect to pay, wages, hours of employment and other conditions of employment.

Clinic Nurse Unit

All Clinic Nurses, Nurse Assessors, Disease Control Nurses, Charge Nurses, Nursing Home Evaluators, Nurse Practitioners and Nurse Clinicians of the Ingham County Health Department. Excluding Director of Nurses, Public Health Nurses, and other Health Department Employees and Supervising Nurses.

Section 3. Others. Persons who are awaiting Michigan registration and who are employed as nurses in the unit described above, or under a temporary permit issued by the Michigan Board of Nursing, shall be included in this unit, if they fill a non-supervisory position, excluding probationary employees, excepting as hereinafter stated in Article 12, Section 4.

Section 4. Other Agreements. The Employer agrees that during the life of this Agreement, it will not enter into any agreement with employees individually or collectively which conflicts with or are contrary to the terms of this Agreement without negotiating with the Association.

Section 5. Terminology. Wherever the terms "Health Officer" or "Department Head" are used, they shall refer to the Health Officer of the Ingham County Health Department. Wherever the terms "nurse", "registered professional nurse" or "employee" are used, they shall refer to a member of the Public Health Nurse or Clinic Nurse units. "Facility" shall refer to the Ingham County Health Department. "Department" shall refer to the Ingham County Health Department. "Association" shall refer to the ICEA. "County" shall refer to the County of Ingham.

Section 6. Notification. When the Department seeks funding for a new specialized nursing position, it shall advise the Union.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Manage Its Affairs. The unit recognizes that the County and Department reserve and retain, solely and exclusively, all rights to manage and direct their work force and to manage and operate their affairs.

Section 2. Rights. All rights, functions, powers, and authority which the County and Department have not specifically abridged, delegated or modified by this Agreement are recognized by the unit as being retained by the County and Department.

Section 3. Rules and Regulations. The Department and/or the County shall have the right to amend, supplement, or add to its official departmental rules and regulations during the term of this Agreement, provided, however, the Department and/or the County shall notify the Association of any such amendments, supplements or additions in advance of their effective date as hereinafter specified in Article 8, Section 4.

Section 4. Constitutional and Statutory Rights. Neither the constitutional or the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged.

ARTICLE 4

ASSOCIATION SECURITY AND CHECKOFF

Section 1. The Employer will not discriminate against any employee because of membership in the Association.

Section 2. Upon completion of the probationary period, membership in the Association or compliance with payment of representation fees shall be a condition of continued employment. The Employer agrees to deduct Association dues or Association service fees to become effective the second payday of the month, following the employee's successful completion of the probationary period.

Section 3. Agency Shop. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Association's dues, subject to all of the following conditions:

A. The Association shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All checkoff authorization forms shall be filed with the Employer's Human Resources Director, who may return any incomplete or incorrectly completed form to the Association's Treasurer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a percentage of the membership dues, which sum may be less than one hundred percent (100%) of said dues, upon receipt by the Employer of a signed, written card, and

which sum shall accurately represent the amount for said employee due the Association as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other Association activities.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Association.

E. The Employer's remittance shall be deemed correct if the Association does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Association shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of Association dues and/or service fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation. New checkoff authorization forms shall be submitted to the Employer in the event that an increase in the Association dues or service fee is made.

G. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues, service fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

H. The Association shall exclusively use the checkoff authorization as herein provided for on page 5.

Section 4. Continued Employment. The Association shall notify an employee who has not paid his/her dues or service fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or service fee with thirty (30) days after said notice is received, the Association shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.

Section 5. Notice of New Hires. The Employer will provide a Association Representative the opportunity to meet with new employees at the weekly orientation session. The Association shall be responsible to receive the necessary information at orientation.

VOLUNTARY CHECKOFF AUTHORIZATION
INGHAM COUNTY EMPLOYEES' ASSOCIATION

Print_____
Last Name First Name Middle Initial

I certify that the Ingham County Employees' Association is my designated collective bargaining representative and I hereby authorize and direct my Employer to withhold from my earnings during this month and each successor month the amount determined by the Ingham County Employees' Association and provided in a written notice to the Employer's Personnel office for my (check one) _____ (1) Association dues; or _____ (2) Service fees; and request this amount be forwarded to the Treasurer of the Ingham County Employees' Association.

This authorization and direction shall be effective for the period of joint bargaining agreement between the Ingham County Employees' Association and my Employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Ingham County Employees' Association and my Employer, unless written notice is given to the Ingham County Employees' Association and my Employer by me, or unless the authorization is terminated as provided for in the joint bargaining agreement.

Date: _____ Signature: _____

Department:_____

ARTICLE 5

PROFESSIONAL NEGOTIATION PROCEDURE

Section 1. Meetings. The parties will cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any matters of common interest.

Section 2. Representatives. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association with the approval of the Ingham County Employees' Association, and approval by a majority of the Ingham County Board of Commissioners. The parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to ratification approval as noted above.

Section 3. Application of Agreement. Any agreements negotiated shall apply to all members of the bargaining unit unless otherwise specified and shall be reduced to writing and signed by the authorized representatives of the department, the Association and the Ingham County Board of Commissioners.

Section 4. Negotiations or Special Conferences. The Employer agrees that Association members, engaged during their work shift in negotiations or Special Conferences on behalf of the Association with the Employer, during the term of this Agreement, shall be entitled to reasonable release time as needed without loss of salary. The number of Association members to be present at said meetings or negotiations are hereafter specified.

ARTICLE 6

REPRESENTATION

Section 1. Grievance Representation. Employees in each of the units shall be represented by a steward and alternate steward, respectively. The steward and alternate steward will be a member of the bargaining unit and their selection will be determined by the bargaining unit members. The Employer will recognize the steward and alternate steward as representatives of the Association in the administration of provisions of this Agreement and the grievance procedure. The Association will keep

the Employer informed, in writing, of the name of the steward and alternate steward for the units.

A steward shall act in a representative capacity for the purpose of processing grievances for the employees in his/her unit. In the absence of the employee's steward or alternate steward, a steward or alternate steward from the other unit may be utilized for representation purposes, and if neither of these are available, then other ICEA stewards may be utilized.

Section 2. Negotiating Committee.

A. PHN Unit. The bargaining committee of the Association's PHN unit will include not more than three (3) bargaining unit members and two (2) alternate bargaining unit members employed by the Employer. It may also include the President of the Ingham County Employees' Association, provided the President is not a member of this unit, and non-employee representative(s) of the Ingham County Employees' Association.

B. Clinic Nurse Unit. The bargaining committee of the Association's Clinic Nurse Unit will include not more than three (3) bargaining unit members and two (2) alternate members employed by the Employer. It may also include the President of the Ingham County Employees' Association, provided the President is not a member of this unit, and non-employee representative(s) of the Ingham County Employees' Association.

Section 3. Professional Negotiations. Contract negotiation meetings between the parties may be held at times during the scheduled working hours of the Association's negotiating members. Up to two (2) employee members of the bargaining committee for each unit will be paid by the Employer for time spent in negotiation with the Employer, but only for the straight time hours they would otherwise have worked on the regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regularly scheduled hours which otherwise would have been worked by the negotiating committee members.

Section 4. Time Off with Pay. Reasonable arrangements will be made to allow stewards time off with pay, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to office premises for the purpose of investigation and adjusting any complaints and grievances by arranging with the respective division heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance or discipline of the regular work being carried on in the department. The office premises may be used for grievance interviews. Stewards shall investigate and present the grievances to the

Health Officer through the grievance procedure. In the event the steward is absent, an alternate steward may perform his/her functions, provided they have conformed with the above requirements in notifying the Health Officer, giving him/her reasonable time to adjust for their absences during such periods which they are investigating or processing grievance procedures.

Section 5. Facility Access. Representatives of the Association, after first notifying the Health Officer or his/her designated representative, may visit the areas of the Facility where the registered professional nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the normal operations of the Facility.

Section 6. Correspondence. A copy of all correspondence from the ICEA Attorney or from his/her office, addressed to any elected official, the Health Officer, or Health Department Managers, shall be sent to the County Attorney. A copy of all correspondence from the County Attorney or his/her office addressed to any ICEA Executive Board Members, Officers, or PHN or CHN unit stewards shall be sent to the ICEA Attorney.

Section 7. County Information. The County Human Resources Director shall forward copies of the Administrative Services/Personnel Committee Agendas and those portions of the Agenda Packets that relate to the PHN or CHN Units to the ICEA. The Health Officer agrees to provide the ICEA with a copy of the Department's annual budget request, as submitted to the County Controller.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. "Grievance" shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation or discriminatory application

of any provision of this Agreement. Any grievance filed shall refer to the specific contract provision or provisions alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this section that the nurse or nurses filing a grievance would apprise the Employer of the facts of the grievance.

Section 3. Steps in the Grievance Procedure.

Step 1. An employee with a grievance shall first discuss it with his/her immediate supervisor within eight (8) days of the date of occurrence or the date the employee should have known of the occurrence or the alleged violation. The discussion may also include the Association departmental representative. The immediate supervisor shall furnish an oral answer within three (3) days of the receipt of the grievance.

Step 2. If the answer of the Supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) days of receipt of the answer in Step 1, submit the grievance in writing to the Health Officer. The written grievance shall be dated and signed by the grieving employee or employees. However, in the case of a group grievance, the grievance may be signed by the Union Steward and at least one (1) affected employee. The employee may furnish a copy of the grievance to the Union. A copy of the answer shall be furnished to the union departmental representative.

Step 3. If the answer of the Health Officer received in Step 2 is not satisfactory to the employee, the Union departmental representative, within three (3) days thereafter, shall submit notice of appeal to the Human Resources Director.

Step 3A. The Human Resources Director, Health Officer, affected employee and Union representative shall meet within seven (7) work days after the submission of the grievance under Step 3. The Human Resources Director shall give a written answer within three (3) workdays following the meeting. If this answer is not satisfactory to the employee or the Health Officer, it shall be submitted within three (3) workdays after receipt of the answer to Step 4.

Step 4. The Administrative Services/Personnel Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) workdays prior to the next meeting. The County Human Resources Director shall notify the Union and the aggrieved employee in writing at least four (4) days prior to the meeting. At this meeting, the Administrative Services/Personnel Committee will review the facts as they relate to the interpretation and application of this Agreement. The Administrative Services/Personnel Committee shall reply with its decision, in writing, no later than three (3) days following said meeting. If the decision of the Administrative Services/Personnel Committee is unsatisfactory to the Union and the employee, said dispute may be submitted within fifteen (15) days for arbitration in accordance with the procedures and rules of the American Arbitration Association.

Step 5. Arbitration.

1. Appeal to the Arbitrator. Any grievance which is not resolved at Step 4 of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the Employer or the Association provided said written notice is submitted within fifteen (15) days after receipt of the answer in Step 4.

2. Selection of the Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select, by mutual agreement, one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

A. David Grissom
B. Richard Kanner
C. Barry Brown
D. Mario Chiesa
E. Robert Proctor

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent with such Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.

For grievances involving discharge, layoff, or other issues mutually agreed upon, an arbitrator shall be deemed unavailable under this section if the arbitrator cannot schedule a hearing within sixty (60) days upon being notified; and as to all other issues, when the arbitrator cannot schedule a hearing within one hundred eighty (180) days from notification. These limitations may be waived by written mutual agreement of the parties.

3. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 7, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the Employer. The arbitrator shall have no power to:

A. Add to, subtract from or otherwise modify any of the provisions of this agreement;

B. Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses and documents and such witnesses may be cross-examined by the arbitrator or party opposing. At least 72 hours prior to the hearing, copies of documents and names of witnesses which will be submitted by the parties must be given to the opposing party.

4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

5. Fees and Expenses. The fees and expenses of the Arbitrator shall be paid by the non-prevailing party. If there is a dispute as to who has prevailed, the arbitrator shall allocate the arbitrator's fees. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

Section 4. Time Limits.

A. For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer or any recognized holidays.

B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request of the employee.

E. Any grievance not appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Human Resources Director and one (1) copy sent to the President of the Union.

G. Notwithstanding any other provisions hereof, any employee may elect to present or pursue such employee's grievance under this Article without assistance from or representation by the Union. A copy of any agreement reached shall be given to the Union.

Section 5. Employee Election of Forums. If an employee files a complaint with the Michigan Department of Civil Rights and a grievance under the contract alleging the same facts and circumstances, then the employee will be notified that the employee has to elect only one forum. If the employee elects to proceed with the Michigan Department of Civil Rights, then the grievance shall be withdrawn and vice versa. If the employee fails to elect the remedy, the grievance shall not be processed. This shall also apply to veteran's preference hearings, Michigan wage and hour statutory remedies or court actions litigating the same issues. However, at no time shall any employee of the respective bargaining units bind the Association in electing forums listed herein.

Section 6. Expedited Grievances. Grievances may be filed at Step 3A in cases involving loss of pay.

Section 7. Witnesses. The Employer agrees to provide reasonable release time for employees from their regular work hours to serve as witnesses at a grievance hearing, provided the Employer receives a written request for the release of time at least one (1) week prior to the hearing.

ARTICLE 8

MAINTENANCE OF DISCIPLINE

Section 1. Rules of Professional Conduct. Each nurse will abide by the rules of professional conduct for the smooth operation of the Department and care of patients.

Section 2. Corrective Discipline. Discipline for regular full-time and part-time employees will be of a corrective nature rather than punitive, except that nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 3. Just Cause. Individual discipline penalties, including discharge, for regular full-time and part-time employees shall be for just cause and may become a subject for the grievance procedure heretofore specified. However, probationary,

substitute and temporary employees may be terminated with or without cause and without recourse to the grievance procedure.

Section 4. New Rules or Rule Changes. All new rules or rule changes shall be given to the Unit Chairperson for the Unit's information and shall be posted for a five (5) day period prior to their effective date unless health reasons necessitate immediate implementation. Said rules shall be transmitted to the Personnel Office for its review. If there is concern regarding the fairness of the rule or rule change, the ICEA may request a special conference between the ICEA, a representative of the Personnel Department, the Health Officer or his/her representative, and the Chairperson of the Administrative Services/Personnel Committee to discuss the reasonableness of the rule. In no case will a rule change or new rule become subject to the grievance procedure.

Section 5. Disciplinary Action. When disciplinary action is imposed, a bargaining unit employee may have a representative present if he/she desires. The Employer shall inform said employee of his/her right to have said representative present. If a bargaining unit employee is disciplined by discharge or time off, the Association representative shall be notified of the same in writing and shall be supplied with a general and brief explanation of the reasons therefore. In the event the Association representative is present when the discipline is imposed, a brief explanation need not be supplied. It is the intent of the parties hereto that the supplying of a brief explanation and not the details for the discipline imposed is to adhere to the disciplined employee's desire not to communicate the reasons thereof.

Section 6. Personnel Files. Upon request, a portion of the employee's official personnel file may be reviewed in the County Personnel Office once each year. Items that may be available are as follows:

A. Employment Application

B. Personnel Action Requests Forms

C. Letters Communicating Disciplinary Action

D. Completed Performance Evaluation Forms

Such requests will be made in advance so as not to interfere with the orderly conduct of business in the Personnel Office.

Section 7. Grievances. Any disciplinary action resulting in a grievance shall begin at Step 2 of the Grievance Procedure (Article 7). Grievances shall be submitted within seven (7) days of the date of said disciplinary action.

Section 8. Prior Record. The Employer shall not use an employee's prior record of disciplinary action which is more than twenty-four (24) months old in imposing any form of discipline.

ARTICLE 9

SPECIAL CONFERENCES

Section 1. Purposes and Procedures. Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairperson of the bargaining unit and the Health Officer upon request of either party. Such meetings shall be between no more than four (4) employees of the Facility who are members of the Association and no more than two (2) non-employee representatives for the Association and the Health Officer and/or other representatives of the Employer. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing prior to the conference. Matters to be discussed at special conferences shall be limited to those items stated in the agenda. Said conference(s) shall be held at mutually agreeable time(s). Special conferences shall be scheduled within ten (10) days after the request is made.

Section 2. Lost Time. Members of the Association shall lose neither time nor pay for reasonable time spent in such special conferences.

Section 3. Answers. An answer from the County and/or Association shall be made within ten (10) days concerning the matters discussed at the special conference.

ARTICLE 10

SALARIES

Section 1. Salaries. Salaries for full-time and part-time nurses shall be paid in accordance with the Salary Schedule.

Section 2. Credit for Experience.

A. PHN Unit. When it is determined appropriate by the County to grant credit for prior nursing experience, in the PHN Unit, if such credit is granted, it shall be granted according to the following schedule:

Experience	Salary Step Credit
First year nursing experience after graduation	None
Two years community health nursing elsewhere	2 year level
Two years other nursing experience	1 year level
Three years community health nursing elsewhere	3 year level
Three years other nursing experience	2 year level

--The maximum credit to be given would be the fourth level of the salary scale;

--Part-time employment shall be computed on a pro-rata basis;

--Past experience more than five (5) years prior to the date of hire, shall not be credited;

--Documentation of prior nursing experience shall be the responsibility of the applicant to supply to the Department. Verification of the experience shall be the responsibility of the Department.

All prospective new hires shall be informed of Article 10, Section 2, prior to being hired.

B. Clinic Nurse unit. When it is determined appropriate by the County to grant credit for prior nursing experience in the Clinic Nurse Unit, if such credit is granted, it shall be granted according to the following schedule:

Experience	Salary Step Credit
First year of nursing experience	None
Two years of identical nursing experience elsewhere	2 year level
Two years general nursing experience	1 year level
Three years of identical nursing experience elsewhere	3 year level
Three years general clinical experience	2 year level

--The maximum credit to be given would be the fourth level of the salary grade;

--Part-time employment shall be computed on a pro-rata basis;

--Past experience more than five (5) years prior to date of hire shall not be credited;

--Documentation of prior nursing experience shall be the responsibility of the applicant to supply to the Department. Verification of the experience shall be the responsibility of the Department.

All prospective new hires shall be informed of Article 10, Section 2, prior to being hired.

Section 3. Temporary Assignment. Any full-time nurse who, upon the request of the Employer in writing, is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than three (3) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her current rate, except in the event that Step One of the new salary grade is ten (10%) percent above the current wage, said employee shall be placed in Step One of the new salary grade. If there is no step in the new salary grade that is between five (5%) and ten (10%) percent higher than his/her regular rate, said employee shall receive an increase of seven and one-half (7.5%) percent. An employee so assigned shall advance within that grade on the same basis as other employees within the grade.

Due to the lack of consecutive day scheduling of part-time nurses, any part-time nurse who, upon the request of the Employer in writing, is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than three (3) consecutively scheduled work days, within one (1) pay period, shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her current rate except in the event that Step One of the new salary grade is ten (10%) percent above the current wage, said employee shall be placed in Step One of the new salary grade. If there is no Step One in the new salary grade that is between five (5%) and ten (10%) percent higher than his/her current rate, said employee shall receive an increase of seven and one-half (7.5%) percent. An employee so assigned shall advance within that grade on the same basis as other employees within the grade.

A nurse may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

Employees in this Bargaining Unit will not be temporarily placed in a managerial position, except in an emergency condition, without prior approval of the Health Officer or his/her designee.

Section 4. Hours of Work. The normal hours of work for all full-time employees shall be eight (8) hours of work per day, Monday through Friday, and up

to sixty consecutive minutes per day for an unpaid lunch. The normal hours of work for all part-time employees shall be a minimum of four (4) consecutive hours of work per day, Monday through Friday, and up to sixty minutes per day for an unpaid lunch.

Section 5. Work Schedules. Department work schedules for employees shall be prepared and posted at least thirty (30) calendar days prior to the schedule's effective date and shall cover at least a four (4) week work period. These shall specify the times at which the scheduled employees begin and end each workday and shall specify the normal days off. The work schedule will not be modified, except to provide coverage for a vacancy or an employee on an approved leave, or in the case of an unanticipated health emergency. There shall be no involuntary split shifts.

Section 6. Staffing for Coverage for Other Than Hours Normally Worked. When staffing is needed for scheduled coverage after 5:00 p.m. and up to 10:00 p.m., or on weekends 8:00 a.m. to 5:00 p.m., the Employer shall first seek volunteers from the employees within the affected classification and clinic. If additional employees are needed those with least seniority in the affected classification and clinic will be assigned to do the required work. If it is necessary to establish additional hours, after 10:00 p.m. or on weekends other than 8:00 a.m. to 5:00 p.m., the Employer and Association will meet for the negotiation of same addressing the issues normally associated with shift operations.

Section 7. Temporary Transfer/Assignment. The Employer agrees that in the event a clinic or unit is in need of additional employee(s) for a limited period of time, and a Public Health or Clinic Nurse bargaining unit person is to be used, when a temporary employee or substitute is not used, the temporary transfer/assignment shall be accomplished as follows:

1. The Employer shall determine the clinic or unit and classification that will be used to supply the needed person power.

2. Employees in the appropriate classification who are on a voluntary list from the clinic or unit shall be assigned to the clinic or unit which is in need of temporary assistance.

3. In the event there are not enough capable volunteers on the voluntary list, the Employer shall assign the least senior employee capable of performing the work from the designated classification in question from the surplus clinic or unit.

4. No employee shall be assigned a job without first receiving the appropriate orientation as determined by the Employer.

Section 8. Premium For Other Than Hours Normally Worked. A premium of $1.00 above straight-time rates shall be paid for all hours scheduled and worked after 5:00 p.m. or on weekends.

Section 9. Call-In Pay. An employee who is called for work by the Employer at a time other than their regular schedule, shall be entitled to be paid a minimum of three (3) hours at their regular rate. Additionally, when an employee is called for work by the Employer at a time other than their regular schedule with less than 24 hours advance notice, employee shall be paid for travelling time to and from home. This Section shall not apply to employees on on-call status.

Section 10. "On-Call" Bonus. Employees on "on-call" status shall receive an "on-call" bonus equal to $35.00 for each day on a weekday (Monday through Friday). Employees on "on-call" status shall receive an "on-call" bonus equal to $50.00 for each day on a weekend or a County recognized holiday. "On-call" bonus hours shall not be included in calculating overtime, and the "on-call" bonus shall be paid quarterly.

Effective December 24, 1994, the weekday "on-call" bonus shall be $36.05 for each day and $51.50 for each day on a weekend or a County holiday.

Effective July 8, 1995, the weekday "on-call" bonus shall be $36.95 for each day and $52.79 for each day on a weekend or a County holiday.

"On-call" status bonus shall include work related telephone calls.

Section 11. Work Breaks. Each employee shall be allowed to have two (2) work breaks during the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. Work breaks do not accumulate if not taken.

Section 12. Overtime.

A. Positions of employment covered by this Agreement are professional and sometimes require some incidental uncompensated overtime. For employees in the Clinic Nurse Unit, specific overtime is that time worked beyond eight (8) compensated hours in a day that is authorized by the employee's supervisor to be worked. This subsection may be modified to pay overtime for time worked in excess of eighty (80) hours in a pay period to accommodate adjustments to the normal work day as provided in Section 13 below when agreed by the Health Officer and the affected employees.

B. For employees in the Public Health Nurses Unit, specific overtime is that time worked beyond eighty (80) hours in a fourteen (14) day pay period that is authorized by the employee's supervisor to be worked. An employee shall be compensated within ninety (90) days for specific overtime worked at the rate of time and one-half, be it in money or in time off as agreed between the employee and the Health Officer. However, if the budgetary circumstances of the Department require,

the employee shall have to take time off. Complete records of overtime shall be reported each payroll period to the Payroll Department. Any compensatory hours accumulated beyond eighty (80) hours shall be paid off monetarily subsequent to December 31 of each year.

C. Employees shall be paid at the rate of one and one-half time their base rate, excluding all premium or bonus rates, for all approved specific overtime hours.

Section 13. Adjustments to the Normal Work Day. An employee who requests adjustments to the normal work day must seek the approval of their immediate supervisor. The immediate supervisor must ensure that the adjustment will not disrupt the services provided by the unit. If the altered workday presents any problem to the delivery of service or it is deemed in the department's best interest as determined by the supervisor, the immediate supervisor has the authority to terminate any agreement/assignment for an altered workday. An adjustment made in the workday of an employee may include a shortening of the lunch period from the standard sixty (60) minutes to no less than thirty (30) minutes. It is necessary that all adjustments to the workday be reflected on the employee's time card.

Section 14. Retroactivity. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, and employees that have retired and are immediately eligible for MERS benefits, will not receive salary or any other benefits retroactive if terminating before the ratification of this Agreement by the parties. The parties agree that from and after ratification by both parties, Sections 4, 5, 6, 7, 8, 9 and 10 of this Article shall be effective.

ARTICLE 11

VOTING

Employees working an eight (8) hour day on the date of an election are allowed one (1) hour off from their normal duties for the purpose of casting their vote in all State and National elections, with prior approval of the immediate supervisor.

ARTICLE 12

DEFINITION OF EMPLOYEES

Section 1. Full-Time Employees. Employees permanently scheduled to work forty (40) hours per week shall be considered full-time employees. A full-time employee shall be entitled to the benefits enumerated in this Agreement, except where

otherwise stated.

Section 2. Part-Time Employees. Employees who are permanently scheduled to work less than full-time but at least half-time (20 hours per week or 40 hours a pay period) shall be classified as permanent part-time employees. They shall:

A. be paid for hours worked at the regular rate of his/her classification;

B. receive overtime on the same basis as full-time employees, as provided in Article 10, Section 12;

C. receive retirement benefits, where eligible, on a prorated basis in proportion to their work schedule;

D. employees permanently scheduled to work between 20 and 29 hours weekly shall receive vacation, vacation bonus, sick leave and holiday pay at one-half rate. They shall also be eligible to receive single-subscriber hospitalization insurance paid by the County;

E. employees permanently scheduled to work between 30 and 39 hours weekly shall receive vacation, vacation bonus, sick leave and holiday pay on a prorated basis. Such employees shall also be eligible to receive two (2) person hospitalization insurance coverage paid by the County;

F. receive dental insurance, as provided in Article 37, Section 1 and Section 3;

Section 3. Special Part-Time Employees. An employee regularly scheduled to work less than 20 hours per week shall be considered a special part-time employee. Such employees shall be eligible for compensation by wages only. They shall not receive any benefits or compensation beyond wages paid for hours worked, unless State or Federal law or County resolution mandates to the contrary.

Notwithstanding the foregoing, special part-time employees with over five (5) years of service with the County prior to July 7, 1984, shall also be eligible for the following benefits:

A. Vacation, vacation bonus and sick leave calculated at one-half (1/2) the regular full-time rate, provided

such employees remain regularly scheduled in excess of fifteen (15) hours per week. In the event such employees' regularly scheduled hours are less than fifteen (15) hours per week, such employees shall receive vacation, vacation bonus and sick leave on a prorated basis.

B. Dental insurance as provided in Article 37, Section 3.

Section 4. Probationary Employees. New employees shall be on a probationary status for the first six (6) months of their employment.

A. The probationary period may be extended once for not more than thirty (30) working days provided that an evaluation of the employee's performance is made within five (5) months of employment.

B. Probationary employees shall be provided with proper orientation of their duties and responsibilities. The responsibility for said orientation rests with the Department and the nurses may participate. The Department agrees to implement a formal orientation program.

C. The Association cannot represent said employees for discipline and discharge and probationary employees will not have recourse through the grievance procedure.

Section 5. Temporary Employees. An employee who is hired for a period of six (6) months or less to augment the work force, will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

Section 6. Substitute Employees. An employee who is hired to replace an employee on a leave of absence or on workers' compensation, shall be considered a substitute employee and shall not attain seniority in the Unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employees' absence.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a substitute employee is eventually hired into a regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

Section 7. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the County's contractual arrangement with a third party for said benefits does not cover said employee.

ARTICLE 13

PROMOTIONS AND DEMOTIONS

Section 1. Promotion. Employees who meet qualifications will be considered for promotion if they apply at the Personnel Office for an available position. In order to assure employees an opportunity to apply for an existing vacancy, the County job posting list will be posted on the bulletin board for five (5) days.

Section 2. Demotion. A nurse shall only be demoted for just cause. The demotion may become subject to the grievance procedure.

ARTICLE 14

VACATIONS

Section 1. Vacation Schedule. All employees, except special part-time, temporary and seasonal employees, shall earn vacation credits according to the following schedule:

CONTINUOUS SERVICE	HOURS EARNED EACH PAYROLL PERIOD WORKED
First year	3.384 hours (88)
Second year	3.693 hours (96)
Third year	4.000 hours (104)
Fourth through eighth years	4.923 hours (128)
Ninth year	5.231 hours (136)
Tenth through fourteenth years	5.846 hours (152)
Fifteenth year and over of uninterrupted employment	6.492 hours (168)

Special part-time employees with over five (5) years of County service prior to July 7, 1984, shall be eligible for vacation as provided in Article 12, Section 3.

Effective January 1, 1995, all employees, except special part-time, temporary and seasonal employees, shall earn vacation credits according to the following schedule:

Years of Service	Per Payroll Period	(Year)
1	3.384 hours	(88)
2	3.693 hours	(96)
3	4.000 hours	(104)
4 through 8	4.923 hours	(128)
9	5.231 hours	(136)
10 through 14	5.846 hours	(152)
15 through 19	6.492 hours	(168)
20 and over	6.769 hours	(176)

Special part-time employees with over five (5) years of County service prior to July 7, 1984, shall be eligible for vacation as provided in Article 12, Section 3.

Section 2. Use of Vacation in First Year. Vacation hours may not be used before they are earned as set forth above. In no case shall any vacation time be used during the first six (6) months of employment with the County.

Section 3. Vacation Leave to Supplement Sickness. Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purpose, may, at the request of the employee and with the approval of the Nursing Supervisor, be charged against vacation allowance.

Section 4. Scheduling of Vacation Leave. The County shall keep a record of vacation credit, and shall schedule vacation leaves to accord with operating requirements and, insofar as possible, with the written request of the employee, and upon the approval of the employee's immediate supervisor.

Section 5. Use of Compensatory Time. Nurses who accumulate compensatory time off from work may use such time as additional vacation time or time off.

Section 6. Records of Vacation Eligibility. Records of employee vacation eligibility and vacation hours used shall be available to the employee for inspection.

Section 7. Accumulation of Vacation Days. Vacation hours may only be accumulated to a maximum of 300 hours.

Section 8. Payment of Vacation Hours. Vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed six (6)

months of continuous regular County service upon their retirement, or, upon resignation if two-weeks prior written notice is given to the Department by the employee.

Section 9. Vacation Bonus Hours.

A. Effective December 26, 1992, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1993. The first twenty (20) hours of annual leave taken during 1993 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1993 will be lost effective December 24, 1993. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

B. Effective December 25, 1993, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1994. The first twenty (20) hours of annual leave taken during 1994 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1994 will be lost effective December 23, 1994. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

C. Effective December 24, 1994, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1995. The first twenty (20) hours of annual leave taken during 1995 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1995 will be lost effective December 22, 1995. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

D. Effective December 23, 1995, each full-time employee will be credited with ten (10) hours of vacation bonus hours to be used during the year of 1996. The first ten (10) hours of annual leave taken during 1996 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1996 will be lost effective June 21, 1996. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

Section 10. Illness While on Vacation. If while an employee is on vacation and is stricken ill, the days the employee was ill shall be charged from accumulated sick leave days and the corresponding previously charged vacation days shall be reinstated and credited back.

ARTICLE 15

HOLIDAYS

The following holidays are recognized by the Employer:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Columbus Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following
Thanksgiving day
Christmas Day

Section 1. Pay for Holidays. Each full-time nurse will be paid for these holidays by having the salary continued as if the time were worked.

Section 2. Vacation. When a holiday falls within a nurse's vacation period and he/she is absent from work because of his/her vacation, he/she will not be charged for that day as vacation.

Section 3. Leave of Absence. A nurse who is on leave of absence or layoff at the time a holiday occurs will not be paid for that holiday except if he/she is on a sick leave or a layoff caused by a reduction in staff which commenced during the work week prior to or during the week in which the holiday occurs.

Section 4. Observance of Holidays. When a holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Martin Luther King Day and Presidents' Day shall be observed on the same dates as required by the State and Federal governments.

Section 5. Additional Preceding Day Off. Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Year's Day falls on Tuesday, Wednesday, Thursday, or Friday. Those who are required to work shall be paid in accordance with Section 6.

Section 6. Work on Holidays. Those nurses who are required to work on one of the days designated as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked except that when the nurse works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday entitlement for hours not worked.

ARTICLE 16

HEALTH PROGRAM AND HOSPITALIZATION

Section 1. Physical Examination. Each nurse, at his/her option, shall have an annual physical examination. Tests to be included are:

A. Pap smear, pelvic examination

B. SMAC Twenty Test

C. Visual and hearing screening examination

D. Such other tests as appear desirable to the County or necessary for the protection of the employee and the Health Department patients.

Section 2. Use of Personal Physician. Should a nurse elect to have his/her annual physical examination by his/her own personal physician, he/she may do so at his/her own expense. The nurse may elect to have part of his/her physical examination performed by the Department and the remaining part of the physical examination performed by his/her own physician at his/her own expense.

Section 3. Hospitalization Insurance/Health Maintenance Organization Coverage.

A. The Employer will offer the following health insurance programs for eligible full-time employees and legal dependents. The lesser cost of Options 3 and/or 4 shall establish the benchmark for all Employer obligations including, but not limited to, the cash option payable into a deferred compensation plan or directly to the employee as taxable income as provided in Section 9:

Option 1. Physicians Health Plan Plus 534/311-11010. Ten Dollar ($10.00) office visit co-pay; Fifteen Dollar ($15.00) urgent care facility co-pay; Five Dollar ($5.00) per prescription co-pay; and one hundred percent (100%) hospitalization coverage.

Option 2. Health Central. BCN-5; PD5 NSC; DCC; WMHSAC; WERC; SNF-120; P&O 20%; DME 20%; AS 5.

Option 3. BCBSM-PPO. Comprehensive Hospital, Semi-Private, D45NM, DC, MVF-II, CC, SOPC, FAE-RC, ML, SAT-2, SOT-PE, GLE-1, VST, RM, RPS, Prescription Drug Program, Five Dollar ($5.00) Co-pay

with PD-MAC, APDBP, Predetermination 100/20; Master Medical Option IV, (excluding drugs), MMC-POV, TRUST-20, PLUS-20, PCES-I and PCES II.

Option 4. BCBSM-TRADITIONAL. Comprehensive Hospital, Semi-Private, D45NM, OPC, CC, XF, COB-3, SOT-PE, GLE-1, PRE/100, MVF-II, PCES-1, PCES-2, ML, DC, SD, FAE-RC, Prescription Drug Program Five ($5.00) Co-pay (PD-MAC), APDBP, Master Medical-Option II (excluding drugs).

If the premium cost for the Health Insurance Program elected by the employee exceeds the lesser of Option 3 (BCBSM-PPO) or Option 4 (BCBSM Traditional), such premium cost differential shall be paid by the employee through payroll withholding.

There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.

Effective January 1, 1996, the Employer will offer the following health insurance programs for all full-time employees and legal dependents. The lessor cost of Options 1, 3, and/or 4 above shall establish the benchmark for all Employer obligations, including but not limited to, the cash option payable directly to the employee as taxable income as provided in Section 8.

Section 4. When Coverage Begins. An employee shall become covered upon completion of the required forms and upon acceptance of him/her by the insurance carrier as a participant. The County shall pay, subject to the maximum limits in Sections 3 and 4 above, a) the entire premium cost for full family coverage for each eligible full-time employee; b) the County shall pay the entire cost for single subscriber coverage for regular part-time employees regularly scheduled twenty (20) to twenty-nine (29) hours per week; and c) two (2) person coverage for part-time employees regularly scheduled thirty (30) to thirty-nine (39) hours per week.

Section 5. Authorized Payroll Deductions. The employee shall be required to authorize payroll deductions for premium cost for any optional coverage involving an additional premium cost selected at any time.

Section 6. Substitution of Carrier. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 7. Continued Coverage. Eligible enrolled employees and their beneficiaries may also continue as subscribers to this group program when required by Federal law and on a cash payment basis.

Section 8. Double Coverage. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount equal to thirty percent (30%) of the premium cost of the coverage for which the employee is otherwise eligible at the time of election (full family, two (2) persons, or single subscriber) (1) into a deferred compensation plan as selected by the employee or (2) directly to the employee as taxable compensation. The above is subject to the lesser cost of Options 3 and 4 noted in Section 1. Effective January 1, 1996, the above is subject to the lesser cost of Options 1, 3 and/or 4. Employees losing medical coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 9. Spouse Coverage. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 9 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the County Personnel Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 10. Alternative Plans. The Employer and the Association agree to negotiate on the addition of alternate health plans should the Employer so request of the Association or vice versa. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the Association and the Employer agree to negotiate those measures so identified in good faith.

ARTICLE 17

RETIREMENT PLAN

Section 1. MERS Plan. The Employer provides, at no cost to the employees, Municipal Employees Retirement System Benefit Plan C-1. The Employer shall abide by all the terms and conditions of that program with the Municipal Employees Retirement System. On January 1, 1990, the units elected to purchase the C-2 provisions with the full new differential cost paid by the employees through payroll withholding deduction.

A. MERS "P" Program. To the extent the Employer is determined to be eligible, the Employer will provide as soon as feasible, a MERS "P" Program subject to and contingent upon MERS' authorization. The entire bargaining unit must participate the same percentage contribution. Employee's wages shall be reduced accordingly.

B. MERS Benefit Program E-2 and F-55 with a Required Period of Credited Service of 15 Years. The Employer agrees to provide the MERS Benefit Program E-2 and MERS F-55 Waiver with fifteen (15) years of service, effective July 1, 1995, providing the employees pay the total cost through payroll deduction.

Section 2. Retirees' Life Insurance. Full-time employees who retire during the period of this Agreement and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with $2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

Section 3. Hospitalization Insurance.

A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.

B. Employees who retire after January 1, 1992, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. These retirees shall be given an opportunity to select from health insurances provided for active employees under the terms of Article 16, Section 1. Single subscriber health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. The cost for this insurance to be paid by the County shall not exceed the maximum single subscriber amount required to be paid under Article 16 for active employees by the County. After age 65, retirees are no longer eligible for the PPO coverage and shall, therefore, be required to select from

among the other programs offered and under the same terms and conditions as active employees under Article 16.

C. The Employer shall offer an additional option for retirees of BCBS Traditional Option I coverage (CMM100) any time after this contract is executed by the parties in 1993.

D. In the event a retiree wishes to cover his or her spouse he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

E. A retiree who chooses the option of BCBS Traditional Option I coverage (CMM100) may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under Article 16 for active employees, if any, to the coverage for his/her spouse.

Section 4. Notwithstanding any contrary provision contained in this Article, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Personnel Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

The retiree shall apply for Medicare, Medicaid or similar Federal program benefits as soon as he/she is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to Federal benefits pertaining at that time and shall be supplemented to such coverage. In the event the name of any of the Federal coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 5. **Substitution of Carrier**. The County reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

ARTICLE 18

CREDIT UNION

The Employer will, during the life of this Agreement, cooperate with the employees credit union program for the benefit of participating nurses.

ARTICLE 19

TRAVEL ALLOWANCE

Section 1. Travel Allowance. The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

A. The County shall use the Internal Revenue Service Standard mileage rate of the first fifteen thousand (15,000) miles, for the simplified method of computing deductible costs in operating passenger automobiles for business purposes for employees as established by Revenue Procedure 80-7 and updates thereof. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.

B. Changes in the mileage rate shall become effective from and after the first full reimbursement month subsequent to the IRS publication of any revised rate.

C. Miles shall always be computed on the basis of the shortest distance between the point of departure and destination. Computation shall be according to the duly adopted County Travel Policy, as clarified by the Department as to "field employees."

D. There shall be an explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.

Section 2. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of Ninety Dollars ($90.00) for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 15th of the contract year, providing that prior to December 1st the employee shall submit proof of the additional automobile insurance and payment of same.

ARTICLE 20

SICK LEAVE
Effective January 1, 1994

Section 1. Sick Leave Period Yearly Accumulation. All permanent, full-time employees, shall receive four and one-half (4 1/2) hours of paid sick leave credit for each compensated pay period.

Section 2. Maximum Accumulation. Sick leave credits not used may be accumulated up to a maximum of 1,920 hours.

Section 3. Part-Time Employees. Permanent part-time employees shall receive sick leave credits as follows:

A. Employees permanently scheduled to work 20-29 hours weekly shall receive sick leave at one-half rate.

B. Employees permanently scheduled to work between 30-39 hours weekly shall receive sick leave on a prorated basis.

C. Special part-time employees with over five (5) years of County service prior to July 7, 1984, shall be eligible for sick leave credits as provided in Article 12, Section 3.

Section 4. Use of Sick Leave. Sick leave may be used, with approval of the employee's immediate supervisor, in cases of injury, illness or contagious infection of the employee. Sick leave may also be used with the approval of the employee's immediate supervisor for doctor and dentist appointments of the employee.

Section 5. Sick Leave Increments. Sick leave shall be used in increments of one-half (1/2) hour or more.

Section 6. Illness in the Immediate Household.

A. In cases of illness of an employee's dependent children or spouse, within the immediate household requiring his/her presence, a maximum of six (6) days accumulated sick time may be used per calendar year. This sick time used for dependent children or spouse must be used in increments of one-half (1/2) hour or more.

B. Effective January 1, 1994, a cumulative maximum of forty (40) hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the Employer.

Section 7. When Medical Statement is Required. The Health Officer may require proof of illness, injury, contagious infection or medical treatment when he/she deems it appropriate. An employee absent for any of the above reasons must inform his/her immediate supervisor within the first hour of the scheduled work day in order to be paid for the absence as sick leave. Sick leave time shall be taken in increments of no less than one-half (1/2) hour.

Section 8. Resignation or Dismissal. Upon resignation or dismissal from County service, all sick leave credits shall be canceled and shall not be reinstated or paid for.

Section 9. Retirement. Unused sick leave credits shall be paid, upon retirement of an employee or upon his/her death, to his/her beneficiaries, at a rate of one-half (1/2) the current annual pay to a maximum payment, equivalent to six hundred forty (640) hours pay.

Section 10. Short-Term Disability. The County shall provide full-time employees short term disability coverage at the County's cost which shall provide as follows:

A. Upon proper determination of disability due to a non-work related illness or injury, the County will provide fifty percent (50%) of the employee's gross salary to a maximum of $300 per week for a maximum of one hundred four (104) weeks.

B. The short-term disability plan shall not commence until the completion of a ninety (90) calendar day waiting period.

C. The employee may use sick time accumulations during the ninety (90) calendar day waiting period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability coverage may commence at the beginning of the week following exhaustion of their accumulations.

D. Seniority shall accrue while an employee is on disability. Disability requirements will be determined by the carrier. Employees on disability can pay group rates for up to a maximum of fifty-two (52) weeks.

Section 11. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit to a maximum of forty (40) hours that was earned but unused during the twelve (12) month period commencing with the first pay period that ends in January of 1994, and for each year thereafter. Payment shall be at the base rate of compensation in place during December of 1994 or December of the contract year prior to payment. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than December 15th, and payment thereafter shall be received no later than January 15th of each year.

Section 12. Sick Time Donation. The Administrative Services/Personnel Committee of the Board of Commissioners may allow sick time donations, within its discretion. Any decision by the Administrative Services/Personnel Committee shall not be grievable.

If a request for donating sick time is approved by the Administrative Services/Personnel Committee, the following procedure will be followed:

A. The maximum time an employee may donate shall be sixteen (16) hours to no more than two (2) persons in one (1) calendar year.

B. The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.

C. During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.

D. To be eligible to receive sick leave donations, an employee must use all of his/her accumulated vacation, comp time, sick time and personal leave.

E. Notwithstanding the above, no employee shall be permitted to donate any accumulated sick time unless he/she has ten (10) or more days accumulated.

This Sick Leave Donation policy may be terminated by the Administrative Services/Personnel Committee, in its discretion, after the expiration of this contract.

Section 13. Medical Dispute. The Health Officer may require a physical or mental exam by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. Forty-eight (48) hours

prior to a requested mental exam, the President of the Association and the Association's General Counsel shall be notified. The employee may obtain a second opinion at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50/50 by the Employer and the employee if not covered by the employee's insurance.

ARTICLE 21

FUNERAL LEAVE

Section 1. Immediate Family. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, and sister.

Section 2. Other Members of an Employee's Family. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild, to be charged against earned sick leave. Upon approval of the department head, one (1) additional day may be granted, to be charged against sick leave category. Any additional time must be charged against annual leave.

Section 3. Appropriate Verification. The employee may be required by the Department to provide appropriate verification to confirm his/her eligibility under the provisions of this Article.

ARTICLE 22

UNPAID LEAVES OF ABSENCE

Section 1. Medical Disability Leave of Absence.

A. If an employee is medically disabled, including disabilities due to pregnancy, such employee may be allowed a medical disability leave of absence under this section.

B. To be eligible for a medical disability leave, the employee must first exhaust accumulated sick leave days and must provide medical evidence of disability and/or the Health Officer may require a medical examination to determine the employee's ability to perform his/her regular duties if he/she deems it appropriate. However, employees may be permitted to use their accumulated sick leave in four (4) hour increments in conjunction with a leave of absence provided such use is continuous from the date they commenced such leave and that in no case such use extends beyond ninety (90) calendar days.

C. If an employee is then eligible for such disability for such a medical leave of absence, the employee will be granted a leave during the period of disability for up to ninety (90) calendar days without pay. The medical disability leave may then be extended for additional periods of ninety (90) calendar days upon the employee providing additional proof of medical disability and/or upon medical exam if directed by the Health Officer.

D. Employees shall be entitled to return to their prior positions in the event their return from a leave of absence is within twelve (12) months from their removal from the active payroll on such a medical disability leave. Should an employee's leave of absence extend beyond such twelve (12) months, they shall be entitled to return to the next available vacant position for which they are qualified. Upon return from such a leave that extends twelve (12) calendar months, the employee will be on probation for a period of ninety (90) days. If, within the sole discretion of the Health Officer, the returned employee cannot and does not satisfactorily perform the duties of their assigned position, he/she shall be put on a laid off status upon three (3) days notice. Such decision shall not and is not subject to any grievance procedure provided for in this Agreement.

Section 2. Child Care Leave. Upon the termination of the medical disability leave arising out of pregnancy, or the terminal illness of an employee's minor child, or upon the adoption by an employee of an infant child under one (1) year of age, an employee may request a ninety (90) day unpaid child care leave. This leave is contingent upon the approval of the Health Officer.

Section 3. Military Leave of Absence. The Health Department abides by the provisions of the Federal laws and State laws with respect to the re-employment rights of an employee, and to the grant of leaves of absence in accordance therewith.

Section 4. Military Reserve Leave of Absence. Upon presentation of official orders requiring military training, a regular full-time County employee who is a member of an armed forces reserve unit or National Guard may be granted a leave of absence of such time as is required to engage in an annual reserve training program. Upon presentation by the employee of appropriate compensation records identifying the dates of and payments made for the training program, the County shall pay the

difference between the compensation received for the reserve training and the compensation that would have been received had the employee worked as scheduled, for up to ten (10) working days annually. In the event that the annual reserve training program required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay or charged against the employee's accumulated vacation leave if desired by the employee.

Section 5. Leave for Association Business. A nurse who is elected by the Association for official Association business that will require absence from work shall be granted a leave of absence not to exceed one (1) year, without pay, and without loss of status for the duration of the assignment, provided such leave can be arranged without interference with the work of the Department. Benefits will not accumulate during said leave.

Section 6. Personal Leave. Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Health Officer upon written application by the employee.

A. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days the individual shall be entitled, at the termination of such leave, to be reinstated at the time level and type of position the individual held at the time the leave was granted.

B. When a personal leave is requested for a period of more than ninety (90) days, it shall require the approval of the Administrative Services/Personnel Committee, and if granted, the employee's position will not automatically be held open for him/her. He/she may be re-employed after return from leave, if and when employment is available at the same level and type of position and level in the unit at which there may then be an opening.

C. The employee agrees when the leave is granted to keep the Health Department informed of any change in his/her status or conditions that caused the employee to request the leave.

Section 7. Educational Leave. Upon written application, a nurse may be granted a leave of absence without pay to pursue a full-time educational program in nursing or a related field for up to two (2) years without the loss of previously accrued benefits, if approved by the Health Officer and the Administrative Services/Personnel Committee. The employee shall not accrue benefits while on said leave.

Upon return from an educational leave of absence, the nurse may be re-employed if employment is available, at the same level, rate (subject to contract salary modifications made during the leave), and type of position previously held.

Section 8. Seniority and Fringe Benefits. Vacations, sick leave, and other fringe benefits which have been earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence. Seniority will continue to accumulate while an employee is on an authorized leave of absence up to a maximum accumulation during such leave period of either one (1) year, or an amount equal to the employee's seniority with the County upon the commencement of such leave, whichever time period is less.

ARTICLE 23

INSURANCE

Section 1. Life Insurance.

A. Full-time employees shall be eligible for life insurance coverage in the amount of $18,000.00, including double indemnity for accidental death.

B. Employees shall have the option to purchase, at their expense, through payroll deduction, additional life insurance coverage in amounts and for the costs as allowable and determined by the insurance carrier.

C. Life insurance and Accidental Death and Dismemberment benefits will follow the schedule below regarding active Employees over age Sixty-four (64):

Age 65 through 69 -	Benefit reduced to 65% of coverage.
Age 70 through 74 -	Benefit reduced to 45% of coverage.
Age 75 through 79 -	Benefit reduced to 35% of coverage.
Age 80 through 84 -	Benefit reduced to 30% of coverage.
Age 85 and Over -	Benefit reduced to 25% of coverage.

D. Effective January 1, 1995, full-time employees shall be eligible for life insurance coverage in the amount of $22,000.00, including double indemnity for accidental death.

Section 2. Part-Time Employees.

A. Permanent part-time employees shall be eligible for life insurance coverage in the amount of $9,000.00, including double indemnity for accidental death.

B. Employees shall have the option to purchase, at their expense, through payroll deduction, additional life insurance coverage in amounts and for the costs as allowable and determined by the insurance carrier.

C. Life insurance and Accidental Death and Dismemberment benefits will follow the schedule below regarding active Employees over age Sixty-four (64):

Age 65 through 69 -	Benefit reduced to 65% of coverage.
Age 70 through 74 -	Benefit reduced to 45% of coverage.
Age 75 through 79 -	Benefit reduced to 35% of coverage.
Age 80 through 84 -	Benefit reduced to 30% of coverage.
Age 85 and Over -	Benefit reduced to 25% of coverage.

D. Effective January 1, 1995, permanent part-time employees shall be eligible for life insurance coverage in the amount of $11,000.00, including double indemnity for accidental death.

Section 3. Professional Liability Insurance. The Employer shall maintain the current level of professional liability insurance for the employees, which shall cover said employees during the course of their official duties. The Employer shall determine what type and amount of coverage it will afford to its employees. The Employer shall provide the Union notice of any changes in current coverage.

Section 4. Workers' Compensation.

A. Pursuant to Michigan law, the County provides, at its sole expense, workers' compensation coverage for each employee covered by this Agreement.

B. Use of Accumulated Sick Leave When on Workers' Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on workers' compensation as provided below:

1) The maximum time an employee may use accumulated sick leave while on workers' compensation is twelve (12) weeks.

2) Employees shall not accumulate sick leave or vacation time while off work on workers' compensation. All other fringe benefits shall terminate after an employee is off on workers' compensation for ninety (90) days.

3) Employees who have accumulated 160 hours of sick leave and up to 400 hours are permitted to use their accumulated sick time as a supplement to workers' compensation so that they will receive approximately 80% of their normal straight time pay.

4) Employees who have 159 hours of accumulated sick leave or less shall not be entitled to utilize this section.

5) Employees who have accumulated sick leave of 401 hours or more may use their accumulated sick leave so as to receive 100% of their normal straight time pay.

6) The 80% and 100% wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is $150.00 and their net paycheck is $100.00, and workers' compensation payments are $60.00, the County's obligation is to pay $20.00, provided the employee meets the above requirements.

ARTICLE 24

I.R.S. SECTION 125

Section 1. I.R.S. Section 125. The Employer will provide, upon the first open enrollment following ratification of this Agreement, I.R.S. Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical and hospitalization expenses.

2. Dependent care programs.

3. Employee payroll deductions for health care premiums.

The above requirement is subject to, and contingent upon, CPA's verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the I.R.S.

ARTICLE 25

LAYOFF AND RESIGNATION

Section 1. Notice. At least two (2) calendar weeks prior written notice of termination of employment shall be given to the Employer by an employee.

Section 2. Grant Positions. Many of the positions of employment covered by this Agreement are funded by either a Federal Grant, reimbursement by the State of Michigan, or a special fund with the Health Department budget. In the event that the funds being currently provided are terminated, all the positions funded by that source would be eliminated and lay offs will occur as provided in Section 4 below. Laid off grant employees may exercise contract bumping rights as **provided in this Article.** However, employees may not bump into a grant position unless they meet all grant requirements. The ICEA will be notified in writing prior to any termination or layoff.

Section 3. Hour Reductions. Within the sole discretion of the County, it may reduce the number of hours to be worked by the employees covered hereunder if the same is necessitated by a reduction of available funds in lieu of laying employees off. However, if the reduction is in excess of ten (10) days, the affected employees shall have the option of exercising their bumping rights under Article 25.

Section 4. Layoff and Recall.

A. Clinic Nurse Unit. The following subsections apply to layoff and recall in the Clinic Nurse Unit:

1) In the event a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by classification within a clinic according to the employee's seniority. Employees with identical seniority dates will be laid off in order of numerical value of their social security number, a higher number having the greater seniority. Seniority for purposes of the initial layoff is defined as length of service the employee has in the classification being reduced.

2) Bumping.

a. An employee laid off under Section 2 or 4 of this Article may, in lieu of layoff, bump an employee within the same or a lower salary grade within the same bargaining unit under the conditions set forth under this Article, provided he/she is qualified for the position being sought, as determined by the Department, and that they notify the Department, in writing, of their intent to exercise such bumping rights within three (3) days of receipt of their layoff notice.

b. Laid off employees may bump the least senior employee within their same salary grade within the same bargaining unit with less seniority with: (a) the same or lower status (i.e. full-time, part-time, special part-time); and (b) first within their own clinic and then in other clinics. Laid off employees may also bump the least senior employee with

less seniority within the bargaining unit within a lower classification with: (a) the same or lower status (i.e. full-time, part-time, special part-time); and (b) first within their own clinic, and then in other clinics. Employees bumping within their own salary grade shall retain their step level. Employees bumping into a lower classification shall be placed at the same step in the new position as they held in their previous position.

c. Notwithstanding any provisions in this section to the contrary, employees of the EPSDT Assessors and the Venereal Disease Control Assessors may not be bumped from their position by a senior employee.

d. All employees that bump into a different classification, or to a position within a different Department clinic from which the employee was laid off, shall serve a four (4) week probationary period during which the Employer shall determine, in its sole discretion, the employee's ability to perform in the classification or position that the employee was bumped to. In the event an employee is determined by the Employer to not be satisfactorily performing within such classification or position, the employee shall then be returned to layoff status. The Employer's decision as to performance during this probationary period shall be final and shall not be subject to the grievance procedure.

3) Recall.

a. When an opening occurs or when a new position is created in a classification from which employees have been laid off, or bumped, such laid off or bumped employees will be recalled to the classification in the order of their seniority, as defined in Section 5.

b. When an opening occurs in a different classification, or when a new position is created, in the same salary grade, or in a lower salary grade, in the Department, laid off employees within the bargaining unit may be recalled in order of their seniority, as defined in Section 5, provided they are qualified to perform the work, as determined by the employer. Employees so recalled shall serve a probationary period in the new position as provided in Section 4-A(2)(d) above.

c. Any laid off employee failing to report for work within five (5) working days of the mailing of notice from the

Department to her/his last known address, by certified mail, as recorded in the Employer's files, or by such other later date specified in the notice, shall lose her/his seniority and be considered to have voluntarily resigned their employment.

d. Employees on layoff shall notify the Personnel Department of their current address and/or whereabouts within seventy-two (72) hours of layoff and immediately subsequent thereto of any changes in address in order to afford the Personnel Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

B. Public Health Nurse Unit. The following subsections apply to layoff and recall in the PHN Unit:

1) In the event that a reduction in personnel and/or position is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by classification according to employee's seniority. Employees with identical seniority dates will be laid off in order to numerical value of their social security number, a higher number having the greater seniority. Seniority for purposes of the initial layoff is defined as length of service the employee has in the classification being reduced.

2) Bumping.

a. An employee laid off under Section 2 or 4 of this Article may, in lieu of layoff, bump an employee within a lower salary grade within the same bargaining until under the conditions set forth under this Article, provided he/she is qualified for the position being sought, as determined by the Department, and that they notify the Department, in writing, of their intent to exercise such bumping rights within three (3) days of receipt of their layoff notice.

b. Laid off employees may bump the least senior employee with less seniority within the bargaining unit within a lower classification with the same or lower status (i.e. full-time, part-time, special part-time). Employees bumping into a lower classification shall be placed at the same step in the new position as they held in their previous position.

3. Recall.

a. When an opening occurs or when a new position is created in a classification from which employees have been laid off, or bumped, such laid off or bumped employees will be recalled to the classification the order of their seniority, as defined in Section 5.

b. When an opening occurs in a different classification, or when a new position is created, in the same salary grade, or in a lower salary grade, in the Department, laid off employees within the bargaining unit may be recalled in order of their seniority, as defined in Section 5, provided they are qualified to perform the work, as determined by the Employer. All employees that are recalled into a different classification from which the employee was laid off, shall serve a four (4) week probationary period during which the Employer shall determine, in its sole discretion, the employee's ability to perform in the classification or position that the employee recalled to. In the event an employee is determined by the Employer to not be satisfactorily performing within such classification or position, the employee shall then be returned to layoff status. The Employer's decision as to performance during this probationary period shall be final and shall not be subject to the grievance procedure.

c. Any laid off employee failing to report for work within five (5) working days of the mailing of notice from the Department to her/his last known address, by certified mail, as recorded in the Employer's files, or by such other later date specified in the notice, shall lose her/his seniority and be considered to have voluntarily resigned their employment.

d. Employees on layoff shall notify the Personnel Department of their current address and/or whereabouts within seventy-two (72) hours of layoff and immediately subsequent thereto of any changes in address in order to afford the Personnel Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

Section 5. Seniority for Layoff and Bumping.

A. Clinic Nurse Unit. The following subsection applies to seniority for layoff, recall and bumping in the Clinic Nurse Unit:

Seniority, for the purpose of bumping to a different classification within the Clinic Nurse Unit, or for recall, is defined as an employee's continuous length of service in any classification(s) or Department(s)

with Ingham County or any Ingham County Courts and within any represented or non-represented unit. Seniority for the initial layoff or bumping in the same classification shall be defined as an employee's time in that classification.

B. Public Health Nurse Unit. The following subsection applies to seniority for layoff, recall and bumping in the Public Health Nurse Unit:

Seniority, for the purpose of bumping to a different classification within the Public Health Nurse Unit, or for recall, is defined as an employee's continuous length of service in any classification(s) or Department(s) with Ingham County or any Ingham County Courts and within any represented or non-represented unit. Seniority for the initial layoff or bumping in the same classification shall be defined as an employee's time in that classification.

C. Unused sick leave which was earned prior to the layoff will be retained. Unused vacation which was earned prior to the layoff may be either paid to the employee in a lump sum upon layoff, or, at the employee's option, may be used prior to receipt of unemployment. Vacations, sick leave, and other fringe benefits will not accumulate while an employee is on layoff up to a maximum period of either thirty (30) months, or a time period equal to the employee's seniority with the county upon commencement of such layoff, which ever time period is less; and thereafter, seniority shall be lost.

Section 6. Notice of Layoff and Recall.

A. The laid off employee and the Union President shall be given at least fifteen (15) working days' prior notice of the layoff. Notice will be given to the employee in writing or sent by certified mail to the employee's last known address in the personnel file. The requirements in this Section 6, A, shall not apply to employees being laid off due to being bumped. The Union President shall be given copies of recall notices at the same time that the notice is mailed to the employee.

B. A bumped employee shall have the same rights as the laid off employee and, seniority permitting, may bump a less senior employee as provided in this Article. Bumped employees must be given at least two and one-half (2 and 1/2) working days' notification that they shall be laid off through the bumping process prior to such layoff.

Section 7. Voluntary Layoffs. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state, with certainty at the time of solicitation, the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoffs should extend beyond the time period so specified, the employee(s) in

question shall be recalled and, if necessary, layoff activities will proceed in the manner outlined above in this Article.

Section 8. Bumping Limitations. Full-time employees may bump less senior part-time employees, but part-time employees may not bump full-time employees. Further, employees cannot bump into a position that requires special training or qualifications unless they have the special training or qualifications.

The foregoing bumping procedure shall not be applicable to cases of temporary layoffs that do not exceed ten (10) working days.

ARTICLE 26

EDUCATIONAL REIMBURSEMENT

Section 1. Reimbursement Policy. The purpose of this policy is to establish a written, uniform policy and procedure throughout the County to handle requests for reimbursement for tuition, books, and related supplies. Ingham County has long maintained a tuition refund plan to allow eligible, interested employees financial support in encouraging them to participate in furthering their education outside of work hours. The County will reimburse an employee for tuition costs and other charges, subject to the availability of funds within the Department's budget. In order for an employee to be eligible for reimbursement, he/she must receive prior written approval from the Health Officer; take an eligible course(s) at a recognized school; and follow the application process that is outlined below. Part-time employees shall be eligible for fifty percent (50%) educational reimbursement.

Section 2. Procedure.

A. The employee must complete the Tuition Reimbursement Request Form and secure approval from the Health Officer and Human Resources Director **PRIOR** to taking a course. It is recommended that the employee confer with the Health Officer regarding his/her educational plan. In order for a course to be eligible, the course must be taken at an approved school. The course must also be related to the employee's present position in the County or is a required course leading to a degree related to the employee's present position.

B. **AFTER** the employee completes the course, he/she must complete the bottom half of the Tuition Reimbursement Request Form and have the Health Officer and the Human Resources Director approve payment. The reimbursement shall be limited to registration fees, tuition, and laboratory fees and books. Reimbursement requests must be supported by proof of completion with a passing mark and an itemized paid receipt. Under no circumstance will the County reimburse an employee for tuition paid by veterans' benefits, scholarships, student or other grant programs.

The County's maximum reimbursement in those cases will be limited to the difference between the total cost and the amount reimbursed from other sources. The completed Tuition Reimbursement Request Form must be signed by the Health Officer and Human Resources Director and forwarded to the Financial Services Department for payment.

C. In the event the Human Resources Director does not approve the payment for courses taken or rejects payment for any reason, the employee may appeal his/her decision to the Administrative Services/Personnel Committee.

D. This policy shall not effect or supersede previously approved policies with respect to the CETA program or other grant programs.

ARTICLE 27

JURY DUTY

Section 1. Notification. A nurse who is called for jury duty shall notify their immediate supervisor immediately upon receiving notice of such call.

Section 2. Pay Supplement. If a nurse serves on jury duty during days when he/she would normally be scheduled to work, the Employer will provide a jury duty pay supplement to make up the difference between the jury duty payment and his/her normal pay upon his/her presentation of a written statement of his/her jury duty earnings from a proper court official.

Section 3. Time Worked. Jury duty shall be considered as time worked.

Section 4. Other Judicial Proceedings. If a nurse is subpoenaed as a witness in a judicial proceeding for reasons arising out of his/her facility employment, he/she shall receive leave with pay for such attendance if it arises during a period when he/she is scheduled for work, less witness fees paid by the Court.

ARTICLE 28

PROFESSIONAL MEETINGS

Section 1. Attendance Encouraged. The Employer will encourage attendance by Nurses at professional meetings of professional associations or institutions, where attendance is likely to increase the competency of a nurse in his/her professional capacity.

Section 2. Requests. Nurses desiring to attend professional meetings shall submit prior requests to their immediate supervisor for his/her approval.

Section 3. Time Off. Nurses may be given time off, without loss of pay, to attend such professional meetings, and may, at the Employer's option, also be reimbursed for out-of-pocket expenses incurred in such attendance. Attendance at district, State or national nurses association conferences and/or conventions may be granted pursuant to this section.

ARTICLE 29

PROFESSIONAL TRAINING

Section 1. Training. The Employer supports the philosophy of continuing staff development and in-service training. In doing so, the Employer agrees to provide a continuing training program. The frequency and content of the training will be determined solely by the Department. Nurses are encouraged to make recommendations of training they feel would be beneficial in increasing their individual competence and work performance. Any such recommendations shall be considered by the Department before instituting such training.

Section 2. Training Pay. Nurses may attend the training sessions without pay. Those nurses required by the Employer to attend will be paid for such time as worked. Nurses that receive prior approval for compensation from the Department will be paid for training sessions that would otherwise be scheduled work hours. Such compensated time will not be considered to be in excess of the intent of the nineteen (19) hour weekly concept of special part-time employment.

Section 3. Specialized Training Requests. Requests for specialized training shall be submitted in writing to the employee's supervisor. Copies of such requests shall be provided to the Union Steward.

ARTICLE 30

WITHHOLDING OF PROFESSIONAL SERVICES

Section 1. Patients. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

Section 2. **No Strike**. Adequate procedures exist under this Agreement for the equitable settlement of grievances. The Association and the members of the bargaining unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, failure to report for duty, observance of picket line, willful absence from position or other similar action which would interfere with the treatment and welfare of the patients.

Section 3. **Disciplinary Action**. The Employer shall have the right to discipline or discharge any employee participating in any of the above stated interferences, and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse through the grievance procedure as to matters of fact in the alleged actions of such employees.

Section 4. **No Lockout**. The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 31

NONDISCRIMINATION

Section 1. **Employer's Pledge**. The Employer, while engaging in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment agrees not to discriminate because of race, height, weight, age, color, national origin, religious affiliation, sex, sexual orientation, marital status, membership or activity on behalf of the Association, or participation in the grievance procedure.

Section 2. **Association's Pledge**. The Association agrees that, with regard to membership, representation or Association activity, it will not discriminate for any of the reasons set forth above.

Section 3. **Gender**. References to the feminine gender may refer to the masculine gender or vice versa.

Section 4. Nothing in this Agreement shall be construed to limit the Employers' ability to comply with State or Federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Handicappers Act or the Americans With Disabilities Act; and/or any State or Federal judicial or administrative orders directing compliance with an applicable State or Federal civil rights law or regulation.

ARTICLE 32

HEALTH AND SAFETY

Section 1. Health and Safety Committee. The Employer and the Union agree to establish a Health and Safety Committee consisting of two (2) employees of the bargaining unit and two (2) representatives of the Employer. Any alleged health or safety problem shall be directed to the committee in writing. The recommendation of the majority vote of the committee shall be final and binding upon the Employer and the Union. However, if the parties cannot reach a majority decision, it shall not be subject to any grievance procedure provided for herein, but may be subject to State and Federal statutes.

ARTICLE 33

VALIDITY OF AGREEMENT

Section 1. Holding of Invalidity. If any Article or section of this Agreement should be held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In such event, 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.

Section 2. Catch Line Not Part of Section. The catch line heading of any section of the Agreement that follows the section number shall in no way be deemed to be a part of the section of the Agreement, or be used to construe the section more broadly or narrowly than the text of the section would indicate, but shall be deemed to be inserted for purposes of convenience to persons using the Agreement.

ARTICLE 34

USE OF FACILITIES

Section 1. Use of Facilities. The Association may use available rooms at the Facility for Association meetings for the units' employees with the prior consent of the Employer.

Section 2. Bulletin Boards. The Association shall have the right to use designated bulletin boards to announce local, regional, national, or State meetings and to otherwise inform its members of matters of professional interest. Copies of

proposed notices shall be given to and approved by the Health Officer in advance of posting.

Section 3. Health Department Equipment. The Association, upon making appropriate arrangements through the Health Officer, may use Health Department equipment for Association activities. The Association shall, upon billing by the Health Department, pay the Department's cost of equipment or supplies used.

ARTICLE 35

SALARY SCHEDULE

Section 1. Basis for Rate of Pay. The rate of pay for employees covered by this Agreement is based on full-time employment for the positions in that classification. Said rates are set forth in the Salary Schedule of this Agreement.

Section 2. Original Appointments. Original appointments to any position shall be made at the entrance rate of the classification, except that when deemed appropriate by the County, nurses who have nursing experience may receive credit for that experience when beginning employment as provided in Article 10, Section 2. It is within the sole discretion of the Employer to determine if credit will be given for experience. This determination shall take into consideration the recommendation of the applicable supervisor. Employees in the PHN Unit hired that have not received a Bachelor's Degree in nursing from an accredited university shall be paid ten percent (10%) less than indicated on the appropriate levels of the salary schedule, provided however, if such employees receive such a degree they shall thereafter be paid at the full rates as reflected on the scale.

Section 3. New Employees. New employees who start at the starting salary shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. Further advancement within the salary structure shall be by successive steps effective the payroll period following the employee's anniversary date of continuous County service. Employees starting above the starting step shall receive further advancement within the salary structure by successive steps effective the payroll period following the employee's anniversary date of continuous County services covered by this Agreement.

Section 4. Educational Bonus. An employee who successfully completes a Master's Degree Program in Public Health or Nursing through an accredited university will receive a one-step increase on the existing salary schedule.

Section 5. Merit Increases. Merit increases may be recommended by the Health Officer and submitted to the Administrative Services/Personnel Committee for

approval under such policies and procedures as may be established by the Board of Commissioners.

Section 6. Salary Schedules.

A. The Salary Schedules effective from December 26, 1992, shall be as follows:

NI Clinic Nurse

Start	$24,989	(Step 1)
1 Year	$26,549	(Step 2)
2 Years	$28,087	(Step 3)
3 Years	$30,226	(Step 4)
4 Years	$32,239	(Step 5)
5 years	$34,173	(Step 6)

N2 Disease Control Nurse, Nurse Assessor, Nursing Home Evaluator, PHN I

Start	$26,927	(Step 1)
1 Year	$28,550	(Step 2)
2 Years	$30,186	(Step 3)
3 Years	$31,925	(Step 4)
4 Years	$33,655	(Step 5)
5 Years	$35,675	(Step 6)

N3 All Charge Nurses, PHN II

Start	$28,294	(Step 1)
1 Year	$29,926	(Step 2)
2 Years	$31,855	(Step 3)
3 Years	$33,655	(Step 4)
4 Years	$35,467	(Step 5)
5 Years	$37,596	(Step 6)

N4 Communicable Disease Coordinator, Maternal Infant Outreach Coordinator, Senior Public Health Nurses

Start	$27,060	(Step 1)
6 Months	$27,951	(Step 2)
1 Year	$30,424	(Step 3)
2 Years	$31,906	(Step 4)
3 Years	$33,564	(Step 5)
4 Years	$37,752	(Step 6)
5 Years	$40,018	(Step 7)

N5 Nurse Practitioner

Start	$33,405	(Step 1)
1 Year	$35,016	(Step 2)
2 Years	$36,690	(Step 3)
3 Years	$39,043	(Step 4)
4 Years	$40,937	(Step 5)
5 Years	$43,393	(Step 6)

N7 Nurse Clinician

Start	$36,624	(Step 1)
1 Year	$38,397	(Step 2)
2 Years	$40,240	(Step 3)
3 Years	$42,827	(Step 4)
4 Years	$44,909	(Step 5)
5 Years	$47,603	(Step 6)

B. The salary schedules effective from December 25, 1993, shall be as follows:

NI Clinic Nurse

Start	$25,739	(Step 1)
1 Year	$27,345	(Step 2)
2 Years	$28,930	(Step 3)
3 Years	$31,133	(Step 4)
4 Years	$33,206	(Step 5)
5 years	$35,198	(Step 6)

N2 Disease Control Nurse, Nurse Assessor, Nursing Home Evaluator, PHN I

Start	$27,735	(Step 1)
1 Year	$29,407	(Step 2)
2 Years	$31,092	(Step 3)
3 Years	$32,883	(Step 4)
4 Years	$34,665	(Step 5)
5 Years	$36,745	(Step 6)

N3 All Charge Nurses, PHN II

Start	$29,143	(Step 1)
1 Year	$30,824	(Step 2)
2 Years	$32,811	(Step 3)
3 Years	$34,665	(Step 4)
4 Years	$36,531	(Step 5)
5 Years	$38,724	(Step 6)

N4 Communicable Disease Coordinator, Maternal Infant Outreach Coordinator, Senior Public Health Nurses

Start	$27,872	(Step 1)
6 Months	$28,790	(Step 2)
1 Year	$31,337	(Step 3)
2 Years	$32,863	(Step 4)
3 Years	$34,571	(Step 5)
4 Years	$38,885	(Step 6)
5 Years	$41,219	(Step 7)

N5 Nurse Practitioner

Start	$34,407	(Step 1)
1 Year	$36,066	(Step 2)
2 Years	$37,791	(Step 3)
3 Years	$40,214	(Step 4)
4 Years	$42,165	(Step 5)
5 Years	$44,695	(Step 6)

N7 Nurse Clinician

Start	$37,723	(Step 1)
1 Year	$39,549	(Step 2)
2 Years	$41,447	(Step 3)
3 Years	$44,112	(Step 4)
4 Years	$46,256	(Step 5)
5 Years	$49,031	(Step 6)

C. The salary schedules effective from December 24, 1994, shall be as follows:

NI Clinic Nurse

Start	$26,511	(Step 1)
1 Year	$28,165	(Step 2)
2 Years	$29,798	(Step 3)
3 Years	$32,067	(Step 4)
4 Years	$34,202	(Step 5)
5 years	$36,254	(Step 6)

N2 Disease Control Nurse, Nurse Assessor, Nursing Home Evaluator, PHN I

Start	$28,567	(Step 1)
1 Year	$30,289	(Step 2)
2 Years	$32,025	(Step 3)
3 Years	$33,869	(Step 4)
4 Years	$35,705	(Step 5)
5 Years	$37,847	(Step 6)

N3 All Charge Nurses, PHN II

Start	$30,017	(Step 1)
1 Year	$31,749	(Step 2)
2 Years	$33,795	(Step 3)
3 Years	$35,705	(Step 4)
4 Years	$37,627	(Step 5)
5 Years	$39,886	(Step 6)

N4 Communicable Disease Coordinator, Maternal Infant Outreach Coordinator, Senior Public Health Nurses

Start	$28,708	(Step 1)
6 Months	$29,654	(Step 2)
1 Year	$32,277	(Step 3)
2 Years	$33,849	(Step 4)
3 Years	$35,608	(Step 5)
4 Years	$40,052	(Step 6)
5 Years	$42,456	(Step 7)

N5 Nurse Practitioner

Start	$35,439	(Step 1)
1 Year	$37,148	(Step 2)
2 Years	$38,925	(Step 3)
3 Years	$41,420	(Step 4)
4 Years	$43,430	(Step 5)
5 Years	$46,036	(Step 6)

N7 Nurse Clinician

Start	$38,855	(Step 1)
1 Year	$40,735	(Step 2)
2 Years	$42,690	(Step 3)
3 Years	$45,435	(Step 4)
4 Years	$47,644	(Step 5)
5 Years	$50,502	(Step 6)

C. The salary schedules effective from July 8, 1995, shall be as follows:

NI Clinic Nurse

Start	$27,174	(Step 1)
1 Year	$28,869	(Step 2)
2 Years	$30,543	(Step 3)
3 Years	$32,869	(Step 4)
4 Years	$35,057	(Step 5)
5 years	$37,160	(Step 6)

N2 Disease Control Nurse, Nurse Assessor, Nursing Home Evaluator, PHN I

Start	$29,281	(Step 1)
1 Year	$31,046	(Step 2)
2 Years	$32,826	(Step 3)
3 Years	$34,716	(Step 4)
4 Years	$36,598	(Step 5)
5 Years	$38,793	(Step 6)

N3 All Charge Nurses, PHN II

Start	$30,767	(Step 1)
1 Year	$32,543	(Step 2)
2 Years	$34,640	(Step 3)
3 Years	$36,598	(Step 4)
4 Years	$38,568	(Step 5)
5 Years	$40,883	(Step 6)

N4 Communicable Disease Coordinator, Maternal Infant Outreach Coordinator, Senior Public Health Nurses

Start	$29,426	(Step 1)
6 Months	$30,395	(Step 2)
1 Year	$33,084	(Step 3)
2 Years	$34,695	(Step 4)
3 Years	$36,498	(Step 5)
4 Years	$41,053	(Step 6)
5 Years	$43,517	(Step 7)

N5 Nurse Practitioner

Start	$36,325	(Step 1)
1 Year	$38,077	(Step 2)
2 Years	$39,898	(Step 3)
3 Years	$42,456	(Step 4)
4 Years	$44,516	(Step 5)
5 Years	$47,187	(Step 6)

N7 Nurse Clinician

Start	$39,826	(Step 1)
1 Year	$41,753	(Step 2)
2 Years	$43,757	(Step 3)
3 Years	$46,571	(Step 4)
4 Years	$48,835	(Step 5)
5 Years	$51,765	(Step 6)

Section 7. Promotions and Reclassifications.

A. Current annual wage is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.

B. Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual

wage, except in the event that step one of the new salary grade is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.

C. If there is no step in the new salary grade that is between five and ten percent (5% - 10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary date [which is one (1) year following the effective date of reclassification or promotion] he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.

D. In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the Union Legal Counsel and Employer shall meet to resolve same.

E. In no event shall the new salary exceed the maximum of the salary grade.

F. Employees who are not promoted within their career field, but who go on to a different career field, shall be compensated as specified in Section 2 of this Article. In the event there is a dispute regarding whether or not the change is or is not within one's career field, the Employer and the Union Legal Counsel shall meet to resolve same.

Section 8. Overpayments. Any overpayment of compensation that is not disputed by the employee shall be repaid through payroll deduction. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five (5%) percent of an employee's gross bi-weekly pay.

ARTICLE 36

PAST PRACTICES

Section 1. Past Practices. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

Past practices established by the Personnel Department and the Union shall be continued.

ARTICLE 37

DENTAL INSURANCE

Section 1. Dental Insurance. The County shall provide dental insurance for full-time and part-time employees and their dependents as follows:

Class I Benefits	Insurance Pays	Employee or Patient Pays
Diagnostic	100%	-0-
Preventive	100%	-0-
Emergency Palliative	100%	-0-
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

Class II Benefits	Insurance Pays	Employee or Patient Pays
Bridges, Partials and Dentures	50%	50%

Payment under this provision is limited to Eight Hundred Dollars ($800) maximum per person, per contract year for Class I and Class II Benefits.

Section 2. Eligibility. Probationary, substitute and temporary employees are not eligible for coverage.

Section 3. Special Part-Time Employees. Special part-time employees with over five (5) years of County service prior to July 7, 1984, are eligible for dental coverage as stated above.

ARTICLE 38

SERVICE/SENIORITY

Section 1. Definition.

A. "Service," for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee in any classification or Department with Ingham County or any Ingham County Courts and within any represented or non-represented unit. Continuous service is defined as that time actually spent on the active payroll of the County of Ingham or any Ingham County Courts plus approved leaves of absences. Absences on leave without pay in excess of ten (10) days, shall be deducted in computed total service, but shall not serve to interrupt continuous service.

B. "Seniority" for purposes of this initial decision for layoff is defined as length of continuous service the employee has in the classification being reduced. Seniority, for the purpose of bumping to a different classification, or for recall, is defined as a employee's continuous length of service in any classification(s) Department(s) with Ingham County or any Ingham County Courts and within any represented or non-represented unit.

C. Seniority for all other purposes shall mean continuous length of service as an employee in any classification(s) or Department(s) with Ingham County or any Ingham County Courts and within any represented or non-represented unit. The application of seniority shall be as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greater seniority. Each number shall be considered as a single number.

D. "Anniversary date" is the date used to determine length of employment within a specific classification. An employee is assigned an anniversary date upon a promotion or reclassification. Anniversary date is used if an employee is reclassified or promoted to determine the date for subsequent step increases.

E. "Date of hire" for purposes of step increases only, shall mean the date an employee commences in a full or part-time position in a classification under this Agreement. The use of "date of hire" is not used for reclassification or promotion purposes regarding step increases.

Section 2. Seniority List. The Employer shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee. The Employer shall submit the seniority list to the Association Treasurer and Association General Counsel on a quarterly basis.

Section 3. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

A. He/she voluntarily resigns;

B. He/she is discharged for just cause and not reinstated;

C. He/she retires;

D. He/she is laid off for a period greater than their seniority or thirty (30) months, whichever is less;

E. He/she is absent from work for three (3) consecutive working days without notification to the Employer and without acceptable excuse for not notifying the Employer;

F. He/she fails to return to work upon recall from layoff;

G. He/she fails to return to work after expiration of leave of absence; and

H. He/she makes an intentionally false statement on his/her employment application or on an application for leave of absence or any other employment record or form.

ARTICLE 39

JOB DESCRIPTIONS

Section 1. Job Descriptions. The County will provide the Union with a copy of the new or changed job description(s) for employees covered under this Agreement.

ARTICLE 40

RECLASSIFICATIONS

Section 1. Reclassifications. Reclassifications shall be conducted once a year on a time table allowing presentation to the Administrative Services/Personnel Committee by its first meeting in August. Requests for reclassifications, if any, may then be presented to the Board of Commissioners for final decision. Prior to submission to the Board of Commissioners, requests for reclassifications, if any, may be reviewed by the Finance Committee.

In the event that certain requests for reclassifications are approved, the same will become effective, if funds are available, within the pay period following the Board of Commissioners meeting or the start of the next budget year. The Finance Committee has sole discretion to determine whether or not funds are available for this purpose.

Any position which has been reclassified through this process shall not be considered for the reclassification procedure for two (2) years.

Section 2. Procedure for Positions Covered by Union Agreement.

A. Department heads will discuss reclassification requests with the employees at either the request of the supervisor or the employee.

B. A meeting will be held between the department head, a Union representative and a member of the Personnel Department staff to discuss the reclassification proposal. The employee may attend if he/she desires.

C. A majority of the above-stated persons (excluding the employee) must vote to have the proposal forwarded to the Administrative Services/Personnel Committee.

D. The Personnel Committee will hear the forwarded proposals and may make recommendations to the Finance Committee and the Board of Commissioners to reclassify said employee.

E. In order for the reclassification to be heard on the above- stated time table, reclassification requests must be submitted no later than March 1 of each year to the department head.

F. The Board of Commissioners, within its sole discretion, shall make the final determination if an employee is to be reclassified.

It is expressly understood and agreed that the decision made by the Board of Commissioners is not subject to any grievance procedure contained in this collective bargaining agreement.

ARTICLE 41

TERM OF AGREEMENT

Section 1. Duration. This Agreement shall be effective January 1, 1993, and shall continue in effect for a period ending June 30, 1996. The parties recognize that this Agreement is subject to the constitutions and laws of the United States and State of Michigan.

Section 2. Extension of Agreement. The parties agree to meet and negotiate over the terms of a new agreement to take effect after the expiration of this Agreement at mutually convenient times and place upon the call of either party.

Section 3. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for the Department and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 13th day of April, 1994.

COUNTY OF INGHAM

Jean McDonald, Chairperson
County Board of Commissioners

Lingg Brewer
County Clerk

Bruce B. Bragg
Health Officer

Harold Hailey
Human Resources Director

INGHAM COUNTY EMPLOYEES' ASSOCIATION

President

Negotiating Representative

Member

Member

Member

LETTER OF UNDERSTANDING

WHEREAS, the parties have negotiated a Collective Bargaining Agreement covering the period of January 1, 1992, through June 30, 1996; and

WHEREAS, the Health Department's Communicable Disease Coordinator position is currently filled by a Public Health Nurse; and

WHEREAS, the parties recognize that this position may be filled by a non-nurse epidemiologist.

NOW THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. That when the Communicable Disease Coordinator position is filled by a Licensed Public Health Nurse, such position shall be deemed within the Public Health Nurse Unit, shall receive benefits under the PHN Contract, and shall be paid at the salary level designated in the salary scale in the Public Health Nurse Contract.

2. That when the Communicable Disease Coordinator position is filled by a non-Public Health Nurse, such position shall be deemed within the ICEA Professional Contract, shall receive benefits under that Contract and shall be paid at the P-5 level.

COUNTY OF INGHAM

Jean McDonald, Chairperson
County Board of Commissioners

Lingg Brewer
County Clerk

Bruce B. Bragg
Health Officer

Harold Hailey
Human Resources Director

INGHAM COUNTY EMPLOYEES' ASSOCIATION

President

Negotiating Representative

Member

Memb

Membe