

FEB 12  
2008

FINAL FOR EXECUTION  
MAY 8, 2008

**AGREEMENT**

**BETWEEN**

**PUBLIC EMPLOYEE REPRESENTATIVE  
ASSOCIATION (PERA)**

**AND**

**COUNTY OF IONIA**

**FOR**

**HEALTH DEPARTMENT  
PROFESSIONAL UNIT**

**Terminating on December 31, 2010**



## TABLE OF CONTENTS

	<u>Page</u>
Agreement.....	1
Article I. Recognition .....	1
Section 1. Professional Unit .....	1
Section 2. Definitions .....	1
Article II. Employer Rights .....	2
Section 1. Employer Rights .....	2
Section 2. Delegations .....	2
Section 3. No Strike Clause .....	2
Section 4. Past Practice.....	3
Section 5. Retention of Right.....	3
Section 6. Rules and Regulations .....	3
Article III. Union Security and Check-Off.....	3
Article IV. Special Conferences .....	5
Section 1. Request for Special Conference.....	5
Section 2. Wage for Special Conference .....	5
Article V. Representation .....	5
Section 1. Local Officers .....	5
Section 2. Local Officers Time Off With Pay .....	5
Section 3. Union Bulletin Board.....	6
Section 4. Notice to Union.....	6
Article VI. Negotiations.....	6
Section 1. Representatives .....	6
Section 2. Bargaining Committee.....	6
Article VII. Election of Remedies .....	7
Article VIII. Probationary Period .....	7
Article IX. Grievance Procedure .....	8
Section 1. Grievance Procedure.....	8
Section 2. Failure to Follow Time Limits.....	9
Section 3. Extension of Time Limits .....	10
Article X. Seniority.....	10

Section 1. Definition of Seniority .....	10
Section 2. Loss of Seniority .....	10
Section 3. Seniority List .....	11
Section 4. Seniority Upon Return to Unit.....	11
Section 5. Effective Date of Seniority .....	11
Section 6. Transfer of Seniority.....	11
 Article XI. Job Posting .....	 11
 Article XII. Layoff and Recall.....	 11
Section 1. Terms of Layoff and Recall.....	11
Section 2. Notice of Layoff or Recall.....	12
Section 3. Time Period for Recall List .....	12
Section 4. Payment of Earned Time .....	12
 Article XIII. Hours of Work .....	 12
Section 1. Scheduling the Work Week.....	12
Section 2. Work Week Definition .....	12
Section 3. Breaks .....	12
Section 4. No Guarantee of Hours.....	13
Section 5. Overtime Definition.....	13
Section 6. Recall to Duty .....	13
Section 7. Compensatory Time.....	13
Section 8. Notification of Absence.....	13
 Article XIV. Leaves of Absence.....	 13
Section 1. Unpaid Personal Leave.....	13
Section 2. Insurance During Leave of Absence.....	14
Section 3. Funeral Leave .....	14
Section 4. Workers' Compensation Leave .....	14
Section 5. Jury Duty .....	14
Section 6. Military Leave .....	15
Section 7. Educational Leave Without Pay .....	15
 Article XV. Holidays .....	 15
Section 1. Conditions for Holiday Pay .....	15
 Article XVI. Captions.....	 15
 Article XVII. New Classifications.....	 16
 Article XVIII. Policies.....	 16
Section 1. Resignation .....	16

Section 2. Outside Employment .....	16
Section 3. Address Changes .....	17
Section 4. Drug/Alcohol Testing .....	17
Article XIX. Standards for Personal Conduct .....	18
Section 1. Tardiness.....	18
Section 2. Absenteeism.....	18
Section 3. Dress and Grooming.....	18
Section 4. Public Decorum .....	18
Section 5. Acceptance of Gifts .....	18
Section 6. Personal Mail.....	18
Section 7. Visitors.....	18
Section 8. Unauthorized Use of County Property .....	18
Section 9. Falsification of Records.....	18
Section 10. Insubordination.....	18
Section 11. Prohibitions.....	19
Section 12. Personal Equipments and Valuables.....	19
Section 13. County Property.....	20
Article XX. Separability .....	20
Article XXI. Pyramiding of Premium Pay .....	20
Article XXII. Gender .....	20
Article XXIII. Waiver.....	20
Article XXIV. Compensation During Negotiations .....	21
Article XXV. Non-Bargaining Unit Personnel.....	21
Section 1. Temporary Personnel.....	21
Section 2. Directors/Supervisors .....	21
Section 3. Part-Time Personnel .....	21
Article XXVI. Family and Medical Leave Act .....	21
Article XXVII. Subcontracting.....	21
Article XXVIII. Insurance Benefits.....	22
Section 1. ....	22
Section 2. Liability Insurance .....	22
Section 3. Section 125 Plan .....	22

Article XXIX. Wages .....22

Article XXX. Paid Time Off .....23

Article XXXI. Mileage and Expenses .....23

Article XXXII. Hazardous Weather Conditions.....23

Article XXXIII. Other Agreements .....23

Article XXXIV. Duration .....23

Article XXXV. Beginning Date for Negotiations .....23

Attachment A. Wage Schedule.....25

## AGREEMENT

This Agreement shall be effective upon execution by the parties, unless otherwise noted, and is by and between the COUNTY OF IONIA, hereinafter referred to as Employer, and the PUBLIC EMPLOYEE REPRESENTATIVE ASSOCIATION (PERA), hereinafter referred to as the Union.

### ARTICLE I. RECOGNITION

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, and MERC Case No. R04 A-124, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit as described below:

**Section 1. Professional Unit.** All Full-Time and Part-Time professional employees occupying the positions of Dietician, Emergency Preparedness Coordinator, Health Educator, Public Health Nurse I, Public Health Nurse II, Sanitarian I, Sanitarian II, and Social Worker.

Excluding: Administrative Health Officer, Director of Nursing, Director of Environmental Health, Office Manager, Administrative Secretary and employees of the Clerical-Technical Unit, Confidential Employees, Casual and Substitutes as defined by MERC.

#### **Section 2. Definitions.**

- A. Regular Employee. An employee who is assigned to a position that has a regular assigned work schedule; is of unrestricted duration and can be expected to exist as long as budgeted funds are available.
  - i. Full-Time Employee. A full-time employee is defined as regularly scheduled to work 75 hours or more per pay period. Full-time employees may receive insurance, medical, and pension benefits as provided for in this contract if eligibility requirements are met. Full-time employees may also receive leaves such as vacation, personal, holiday and other leaves as provided for in this contract if eligibility requirements are met.
  - ii. Part-Time Employee. A part-time employee is defined as regularly scheduled to work less than 75 hours per pay period. Part-time employees are further defined as:
    - a. Level I – an employee who is regularly scheduled to work from 60 up to 75 hours per pay period. Level I employees may receive

insurance, medical, pension and holiday pay for regularly scheduled workdays if eligibility requirements are met. Level I employees may also receive pro-rated vacation and personal leaves provided for in this contract if eligibility requirements are met.

- b. Level II – an employee who is regularly scheduled to work less than 60 hours per pay period. Level II employees who are regularly scheduled to work more than 40 hours per pay period may receive pension benefits and holiday pay for regularly scheduled workdays if eligibility requirements are met.

- B. Irregular, temporary, casual or substitute employee. An employee who is assigned to a position having a varying work schedule; and/or is of restricted duration.

## ARTICLE II. EMPLOYER RIGHTS

**Section 1. Employer Rights.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is: the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to: promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and regulations; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**Section 2. Delegations.** No policies or procedures covered in this Agreement shall be constructed as delegating to others or as reducing or abridging any authority conferred on the Employer by State Law, or by the Constitution of the State of Michigan or the United States of America.



**Section 3. No Strike Clause.** The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause, whatsoever, by the employees it represents nor shall there be any concentrated failure by them to report for duty nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket on the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Ionia County Health Department. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

**Section 4. Past Practice.** This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or practices.

**Section 5. Retention of Right.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provision of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

**Section 6. Rules and Regulations.** The Employer shall have, within its discretion, the right to make, amend, supplement, or delete rules and regulations. However, the Union (Local President) shall receive a copy of any new or modified rule or regulations ten (10) days prior to its effective date, unless conditions warrant necessary and immediate implementation. If there is concern regarding the fairness of the rule change, the Union (Local President) may request a special conference between the Union and the Employer to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure.

If the Union does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union, the employee, or the Employer until such notice is provided.

### **ARTICLE III. UNION SECURITY AND CHECK-OFF**

**Section 1. Union Security and Check-Off.** The Employer agrees to deduct from the salary of each employee in the bargaining unit who voluntarily becomes a member, the Union's dues or representation fee subject to all of the following:

- A. The Union shall obtain from each of its members a completed check-off authorization form, which shall conform, to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All check-off authorization forms shall be filed with the Employer who may return any incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union 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 and which sum shall accurately represent the amount for said employee due to the Union as their fair share of costs attributable to negotiating the terms of this Agreement, 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 Union activities.
- D. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Employer and in the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.
- G. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of the employees in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- H. The Union agrees to indemnify, defend, 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 Union dues and/or representation fees or in reliance on any list, notice, certification, or authorization or requirement furnished under

this Article. The Union assumes full responsibility for the disposition so made, once they have been sent to the Union.

- I. The Union shall exclusively use the following check-off authorization form as herein provided: Form attached to back page of contract.
- J. Employees are required to pay Union dues and/or a representation fee thirty (30) days after the employee is hired as outlined above.
- K. Part-time employees who work ten (10) hours or less per week are only required to pay one-half(½) of the Union's dues or representation fees. This shall not prevent the part-time employee from voluntarily paying full dues.

#### ARTICLE IV. SPECIAL CONFERENCES

**Section 1. Request for Special Conference.** Special conferences for important matters may be arranged between the Union and the Employer upon the request of either party. When such request is made, an agenda of the matters to be discussed at the meeting shall be outlined. Special conferences are not to be requested frivolously or for trivial matters. Matters discussed at special conferences shall be restricted to the items listed on the agenda. Special conferences shall not be used for collective bargaining purposes.

**Section 2. Wage for Special Conference.** Bargaining unit employees who are required to be present shall not lose pay for time lost during these conferences. Bargaining unit members may attend special conferences during work hours only when released by the Employer.

#### ARTICLE V. REPRESENTATION

**Section 1. Local Officers.** Employees in the Unit shall be represented by a Local President, Local Vice President, and Local Secretary, respectively. The Local Officers will be members of the bargaining unit and their selection will be determined by the bargaining unit members. The Employer will recognize the Local Officers as representatives of the Union in the administration of provisions of this Agreement and the grievance procedure. The Union will keep the Employer informed, in writing, of the name of the Local Officers for the Units. The Employer shall recognize Officers only if properly notified.

A Local Officer or a Unit employee representative of the Union shall act in a representative capacity for the purpose of processing grievances for the employees in his/her Unit. Only one Local Officer, at a time, shall act in regards to any such matters noted hereunder.

**Section 2. Local Officers Time Off With Pay.** Reasonable arrangements will be made to allow a Local Officer time off with pay, only one at a time, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. A Local Officer shall have access to office premises for the purpose of investigation and adjusting any complaints and grievances. The office premises may be used for grievance interviews. A Local Officer shall investigate and present the grievances through the grievance procedure. In the event the Local Officer is absent, an alternate Local Officer may perform his/her functions.

It is understood that the processing of grievances shall not adversely affect the normal operations of the Employer. Notwithstanding any contrary provision, the Employer may require Local Officers to perform the above functions during non-work hours.

A Local Officer may utilize the County's e-mail system to communicate with the Union Attorney or business agent. The utilization of the County's e-mail system shall not be abused and shall be in accordance with County Policy. Notwithstanding the above, the Employer may terminate such use by providing 24-hour notice.

**Section 3. Union Bulletin Boards.** The Employer will provide a bulletin board where Unit members are assigned which may be used by the Union for posting notices of interest to the membership.

The Union shall have the exclusive right to the use of its assigned bulletin board. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin board, the President of the Union will be advised by the Employer of the nature of the dispute and the notices or bulletins will be removed from the bulletin board.

**Section 4. Notice to Union.** A copy of all notices required by this Agreement to be sent to the Union shall be sent to:

- A. The Union Local President (the Union shall provide the name and address of each Local President), and
- B. Jeffrey S. Donahue, Esq.  
White, Schneider, Young & Chiodini, P.C.  
2300 Jolly Oak Road  
Okemos, MI 48864

## **ARTICLE VI. NEGOTIATIONS**

**Section 1. Representatives.** In any negotiations described in this Article, neither party or the other bargaining unit shall have any control over the selection of the negotiations representatives

of the other party. It is recognized that no final Agreement between the parties may be executed without ratification of the Employer and by a majority of the membership of the bargaining unit, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

**Section 2. Bargaining Committee.** The bargaining committee of the Union will include not more than two (2) bargaining unit members from the Professional Unit and not more than two (2) bargaining unit members from the Clerical-Technical Unit if negotiations take place separately. In the event that negotiations take place with both units at the same time, there shall only be one (1) employee for each unit present. Each Unit shall have one (1) alternate bargaining unit member employed by the Employer. It may also include non-employee representative(s) of the Public Employee Representative Association. The Union will furnish the Employer with a written list of the bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary. Each party reserves the right to have separate negotiations for each unit.

#### **ARTICLE VII. ELECTION OF REMEDIES**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

#### **ARTICLE VIII. PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has successfully completed two-thousand (2000) hours of work (provided, however, that if an employee is absent from work during this period due to a layoff or leave of absence of any kind, including personal leave, his/her probationary period may be extended by the Employer for a period equal to the duration of such absence). The employer may extend the probationary period by four hundred (400) hours provided both the employee and the Union are notified.

During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason.

For those employees who have completed the above provision, they shall not have a new probation period once the agreement is signed by both parties.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

**Section 1. Grievance Procedure.** The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall be in writing and refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or the Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. Bargaining unit employees are employed at-will for discipline, except discharge which shall be for just cause.

Any employee having a grievance shall present it as follows, except that step 1 may be omitted should the Step 1 supervisor not have the authority to grant the adjustment requested.

**Step 1:** The employee shall submit a written grievance as noted above. A conference between the aggrieved employee and/or steward with the supervisor shall be held within five (5) working days of the submission of the grievance. The supervisor shall give his/her answer within five (5) working days of the conference. The supervisor does not have the authority to modify this Agreement and the supervisor's response shall not act as a precedent.

**Step 2:** If not satisfied with the supervisor's answer, or if no answer is received within the time limit, it shall be the responsibility of the aggrieved employee to deliver the written grievance to the Administrative Health Officer or his/her designee within five (5) working days from the date a Step 1 answer is received or the Step 1 answer was due with a copy to the County Administrator. The Administrative Health Officer shall return his/her written answer within five (5) work days. If Step 1 is omitted, the employee shall present the written grievance within five (5) working days of the occurrence giving rise to the grievance as noted above.

**Step 3:** If not satisfied with the Administrative Health Officer's answer, the Union may appeal the decision to a Committee established by the Board to hear grievances. The request for the appeal to the Committee must be made in writing within five (5) working days after receipt of the Step 2 answer is received. The request shall be addressed to the Chairperson of the Board with a copy to the Administrative Health Officer and the County Administrator. The Committee shall hear the appeal within twenty (20) work days after a request is received. The employee

and/or Union representative may present witnesses and evidence. Likewise, the Administrative Health Officer or his/her designee may also present witnesses and evidence. The answer of the Committee shall be given ten (10) work days after the hearing is closed. The decision of the Committee shall be final and binding on the parties, with no right to appeal, except for the exceptions noted in Step 4 below. If the Union decides to proceed to arbitration on the limited matters as permitted under the contract, the Union shall use Step 4.

**Step 4:** If the grievance is not resolved at Step 3, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 3 to the Chairperson of the Board and County Administrator with a copy to the Administrative Health Officer and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits or termination of employment. Any discipline which did not result in termination, such as letters of reprimand, suspensions, etc., cannot be submitted to arbitration and are not considered to be "economic provisions." If discipline resulting in termination arose from an incident involving controlled substances, illegal drugs, and/or alcohol, failure to submit to drug testing, or conviction of a crime other than a simple misdemeanor, the Arbitrator's jurisdiction is limited to questions of fact and not the appropriateness of the penalty. The rules of the AAA shall apply unless specifically modified herein.

- A. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect.
- B. The arbitrator shall give full recognition to the doctrine of residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue, which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

**Section 2. Failure to Follow Time Limits.** The failure of either party to follow the time limits herein shall result in the following:

- A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.

- B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocable withdrawn and denied.

**Section 3. Extension of Time Limits.** Days shall refer to Monday through Friday, excluding holidays. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

## **ARTICLE X. SENIORITY**

**Section 1. Definition of Seniority.** Seniority is defined as the length of continuous full-time service within the bargaining unit since the employee's most recent date of hire, excluding unpaid leaves of absence of more than thirty (30) consecutive days. Part-time employees seniority, for layoff purposes, shall be the total length of employee's service based on hours worked. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. The Employer may layoff part-time and/or full-time employees by seniority within a classification.

**Section 2. Loss of Seniority.** An employee shall lose his/her status as an employee and his/her seniority if:

- A. He/she resigns or quits.
- B. He/she retires.
- C. He/she is discharged and not reinstated.
- D. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor, if the misdemeanor results in jail time. Nothing shall preclude the Employer from taking disciplinary measures for other misdemeanors.
- E. He/she has been on layoff for a period of time equal to his seniority at the time of his/her layoff or twenty-four (24) months, whichever is lesser.
- F. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee and accepted by the Employer.
- G. If he/she makes an intentionally false statement on his/her employment application or other Employer document.



- H. If he/she has been on leave of absence including personal leave but excluding FMLA time, for a period of one (1) year or a period equal to the length of his/her seniority at the time such personal leave commenced, whichever is less.
- I. He/she fails to maintain licensure, certification, or registration necessary for the position, unless the loss of licensure, certification, or registration is due to an error made by the licensing authority. The employee shall have the burden of showing the error was made by the licensing authority.

**Section 3. Seniority List.** The Employer shall furnish to the Union on an annual basis a seniority list of employees in the bargaining unit consisting of names, addresses, classifications, dates of employment, pay rates, and total hours compensated.

**Section 4. Seniority Upon Return To Unit.** Any former employee with seniority returning from a County position outside of his/her former bargaining unit shall receive credit for all past seniority at the time he/she returns but only if he/she returns within six months.

**Section 5. Effective Date of Seniority.** Employees who have successfully completed thirty (30) days of employment shall be entered on the seniority list and shall rank for seniority from the most recent date of hire.

**Section 6. Transfer of Seniority.** Employees who transfer into the bargaining unit from any other Union bargaining unit with the Employer, in the Health Department only, shall retain, for purposes of layoff, vacation accrual, personal leave accrual, longevity, and leaves of absence, any seniority gained while in that previous bargaining unit.

## **ARTICLE XI. JOB POSTING**

**Section 1. Job Posting.** Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes the best qualified for the position from either within or outside the bargaining unit.

## **ARTICLE XII. LAYOFF AND RECALL**

**Section 1. Terms of Layoff and Recall.** Seniority shall prevail in the layoff and recalling of employees within the affected classification and may be full-time or part-time or a combination thereof in the affected classification, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as

determined by the Employer. Layoff is defined as a reduction in the work force. Layoff shall be determined by the Employer.

**Section 2. Notice of Layoff or Recall.** In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of a recall, five (5) days notice mailed or delivered to his/her last known address shall be made. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address or if he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the employer, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

**Section 3. Time Period for Recall List.** An employee who is laid off shall have his/her name remain on the recall list for a period of twenty-four (24) months or for a period of time equal to his/her seniority at the time of the layoff, whichever is lesser.

**Section 4. Payment of Earned Time.** Employees who are laid off for thirty (30) days or more shall be paid any earned, but unused vacation at such time they are laid off.

### **ARTICLE XIII. HOURS OF WORK**

**Section 1. Scheduling the Work Week.** Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted five (5) calendar days in advance. All schedules are subject to change based on the needs of the Department as determined by the Employer.

Employees covered hereby may change a scheduled day off after the schedule has been posted by mutual agreement of the Employer and any other employees-affected. However, such change shall not create an overtime situation.

**Section 2. Work Week Definition.** The normal work week for full-time employees shall be 37 ½ hours.

**Section 3. Breaks.** Each full-time employee shall normally be allowed a one (1) hour unpaid break for lunch. The specific lunch break shall be scheduled as to not interfere with the normal work of the agency. Rest breaks are generally allowed twice a day, with one in the first four (4) hours of the workday. Each rest break is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. Lunch breaks and rest breaks do not accumulate, if not taken.

**Section 4. No Guarantee of Hours.** Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

**Section 5. Overtime Definition.** All work performed in excess of forty (40) hours per work week shall constitute overtime work and shall be paid at the rate of time and one-half (1 ½ ) of the employee's regular rate of pay. The definition of work shall not include paid vacation time off, holidays, and earned personal leave that is taken and paid to the employee. Prior approval of overtime is required by the Employer.

**Section 6. Recall to Duty.** In the event an employee is required to report for duty during scheduled time off, but not as an extension of a regularly scheduled shift, he/she shall receive a minimum of two (2) hours pay.

**Section 7. Compensatory Time.** Compensatory time may be authorized by the Employer in lieu of paid overtime. Compensatory time in lieu of overtime shall accumulate at 1 ½ hours for each hour of overtime worked. Compensatory time off may be taken upon mutual agreement of the employee and the Employer.

**Section 8. Notification of Absence.** An employee who is unable to report to work on time or for all or part of regularly scheduled hours is required to notify the department head or his/her designee of the intended absence. Notice by the employee must occur no later than fifteen (15) minutes before the start of the regularly scheduled work period.

A call to a co-worker is not considered acceptable notice of intended absence unless the department head has previously provided notice to employees that such employee has been designated to take such calls.

It is the responsibility of the employee to accurately record absences on the designated official time records.

The Employer and fellow employees depend upon all employees' regular and prompt attendance. If for any reason, excused or unexcused, an employee is repeatedly unavailable for work as scheduled, which includes mandatory overtime, disciplinary action including termination may be taken at the Employer's discretion.

#### **ARTICLE XIV. LEAVES OF ABSENCE**

**Section 1. Unpaid Personal Leave.** A regular full-time employee who has completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed one hundred eighty (180) days in any one calendar year. All requests must be in writing,

must give reason for the request, must give the expected duration of the leave and must be approved by the Administrative Health Officer.

When a leave of absence is granted for more than sixty (60) calendar days for any reason, except FMLA, the Employer does not guarantee that the employee will be reinstated in their former position or the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Administrative Health Officer.

Employees retain and continue to accumulate seniority while on approved leaves of absence. Leaves of absence are without pay and benefits, unless required by law or specifically provided for under this contract. Leaves of absence are not to be used for the purpose of obtaining or working at other employment. An employee who gives a false reason for a leave of absence is subject to discipline, up to and including discharge. An employee who is on an unpaid leave of absence, who accepts other employment without prior consent of the Administrative Health Officer, shall be deemed to have resigned his/her County employment.

**Section 2. Insurance During Leave of Absence.** An employee on medical or personal leave of absence may continue his/her medical insurance coverage for up to one hundred eighty (180) days by paying to the County by the 10<sup>th</sup> day of each month the amount of the monthly premium for such insurance, except as otherwise required by the FMLA.

**Section 3. Funeral Leave.** Regular full-time employees will be granted a leave of absence with pay for up to three (3) normally scheduled consecutive working days following the date of death of a member of their immediate family, in order to arrange for and/or attend the funeral. "Immediate family" is defined as spouse, child, brother, sister, parents, parents of spouse, grandparents or grandchild.

**Section 4. Workers' Compensation Leave.** An employee disabled due to a work-related injury which is compensable under the Michigan Workers' Disability Compensation Act shall be entitled to receive the applicable workers' compensation benefits required by law. Medical insurance shall continue to be paid by the Employer for the first ninety (90) days of workers' compensation leave after which time the employee may continue the medical insurance by paying for the same.

**Section 5. Jury Duty.** The Employer shall pay a full-time employee called for jury duty the regular straight time rate which he/she would have earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled workday when not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days prior notice to the date of jury duty, furnish satisfactory evidence of reporting for jury duty on the day(s) for which payment is claimed, and must furnish a copy of payments received for jury duty. The maximum payment obligation under this Section is twenty (20) calendar days per calendar year.

**Section 6. Military Leave.** Military leave will be granted to employees who are members of the reserves of the U.S. Armed Forces and the National Guard when they are required to fulfill training obligations. If the employee's military pay is lower than the employee's regular rate of pay with the County, the employee will receive the difference between the regular rate of pay with the County and the compensation received from the government for such period, but this will apply for a maximum of two weeks in any year.

**Section 7. Educational Leave Without Pay.** A full-time employee who has completed one (1) year of employment may be granted a leave of absence to pursue further education in a job-related course of instruction for a period up to one year, at the discretion of the Board of Commissioners or its designee. A request for such leave of absence must be in writing, and the request must be approved by the Board or its designee before the leave begins. No benefits shall accrue or continue when on such leave.

## **ARTICLE XV. HOLIDAYS**

**Section 1. Conditions for Holiday Pay.** Employees eligible for holiday pay are subject to the following conditions:

- A. Eligible employees shall only receive holiday pay if they work or have an approved day off, the day before and the day after a holiday, unless approved by the Administrative Health Officer.
- B. Holiday work scheduling is to be determined by the Administrative Health Officer or his/her designee.
- C. The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday.
- D. The employee must not be on a layoff or a leave of absence.
- E. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay and may be subject to discipline, including possible discharge.

## **ARTICLE XVI. CAPTIONS**

The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

## ARTICLE XVII. NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer.

## ARTICLE XVIII. POLICIES

**Section 1. Resignation.** Should an employee decide to leave employment, a minimum of two (2) weeks prior notice, in writing, must be given to the Administrative Health Officer. Failure to provide two (2) weeks prior notice will result in loss of accrued vacation time and/or personal leave payout unless waived by the Administrative Health Officer.

**Section 2. Outside Employment.** While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Administrative Health Officer in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- A. Not use Employer facilities as a source of referral for customers or clients.
- B. Not be engaged in during the employee's regularly scheduled working hours.
- C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.

- E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- F. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

**Section 3. Address Changes.** An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) days after such a change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on his/her record for all purposes involving his/her employment.

**Section 4. Drug/Alcohol Testing.** The Employer reserves the right to require any employee to submit to a search or a blood and/or urinalysis examination for the purpose of detecting the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. When a supervisor or director has a reasonable suspicion that the employee in question is under the influence or otherwise affected by the use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.
- B. When a supervisor or department head has a reasonable suspicion that the employee in question possesses unauthorized prescriptive drugs, illegal drugs, controlled substances and/or alcohol while on department property.
- C. When a supervisor or department head has a reasonable suspicion that the employee in question has sold or distributed or has attempted to sell or distribute on department property any prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.

Any bargaining unit member requested to submit to a drug or alcohol test in accordance with this section shall comply and while doing so shall be in paid status. Failure to comply or failing of the test may be cause for discipline, up to and including termination.

All costs for such test shall be borne by the Employer.

## **ARTICLE XIX. STANDARDS FOR PERSONAL CONDUCT**

All employees are expected to adhere to the following rules of conduct as well as the rules and policies previously mentioned. The list is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the County Board of Commissioners or your department head. The purpose of the work rules is to set forth some guidelines for conduct, the violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the Employer, excepting discharge which shall be for just cause.

**Section 1. Tardiness.** Employees who are late may be docked for time lost, otherwise disciplined and/or dismissed at the discretion of the department head.

**Section 2. Absenteeism.** Employees are required to notify their immediate supervisor prior to any absence as soon as possible.

**Section 3. Dress and Grooming.** Employees are expected to maintain a neat and well-groomed appearance in accordance with their position and working conditions.

**Section 4. Public Decorum.** All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

**Section 5. Acceptance of Gifts.** Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee.

**Section 6. Personal Mail.** Personal mail should not be addressed to the County address. Employees shall not use County postage or other property for personal business.

**Section 7. Visitors.** Friends, relatives and children of employees are not allowed in the working areas without the approval of the department head.

**Section 8. Unauthorized Use of County Property.** Unauthorized use of County property, equipment or facilities (including telephones and duplicating equipment) is prohibited.

**Section 9. Falsification of Records.** Falsification or unauthorized altering of employment application information, records (payroll or program records), or County records is prohibited.

**Section 10. Insubordination.** Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job, is prohibited.

**Section 11. Prohibitions.** The following is prohibited:

- A. Failing to report to work when scheduled.



- B. Improper use of personal leave or other leaves of absence.
- C. Falsification of information to secure personal leave or other leaves of absence.
- D. Abuse of break or lunch periods.
- E. Violation of departmental rules on confidentiality.
- F. Inefficiency or incompetency or neglect of duty.
- G. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substances (such as marijuana) on County premises while on or off duty.
- H. Use of obscene language in public office areas.
- I. Threatening other persons or instigating a fight.
- J. Unauthorized possession of firearms, dangerous weapons or personal protection devices.
- K. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
- L. Conduct disruptive to the work of other employees.
- M. Carelessness or negligence which results in an injury to another employee, client or visitor.
- N. Illegal activity (misdemeanor or felony) during work or non-work hours.
- O. Violation of rules concerning outside supplemental employment.
- P. Instigating, aiding, or participating in any illegal strike or work stoppage.
- Q. Insubordination to any supervisor or department head.

**Section 12. Personal Equipment and Valuables.** There is no insurance coverage for personal equipment and valuables brought on County premises. Employees are discouraged from having personal items at their office and the County cannot be responsible for any loss or damage to such items.

**Section 13. County Property.** Employees shall conform to all rules for use and treatment of County facilities and property, and shall not use any County Property, equipment, facilities or staff for personal matters or gain.

#### **ARTICLE XX. SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

#### **ARTICLE XXI. PYRAMIDING OF PREMIUM PAY**

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

#### **ARTICLE XXII. GENDER**

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and visa versa, unless the context clearly requires otherwise.

#### **ARTICLE XXIII. WAIVER**

It is the intent of the parties hereto, that the provision of this Agreement shall supersede all prior agreements or understanding, oral or written, expressed or implied, between such parties and will, henceforward, govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at that time that they negotiated or signed this Agreement.

#### **ARTICLE XXIV. COMPENSATION DURING NEGOTIATIONS**

One employee member of each Collective Bargaining Committee shall be compensated at their straight-time regular rate of pay for all time actually lost from work during an employee's normal working hours during collective bargaining negotiations with the Employer. This section shall start only after the end of this contract period, which is December 31, 2006.

#### **ARTICLE XXV. NON-BARGAINING UNIT PERSONNEL**

**Section 1. Temporary Personnel.** The Employer reserves the right to hire persons to perform bargaining unit work on a temporary basis. They shall not be covered by the terms of this Agreement.

**Section 2. Directors/Supervisors.** Directors/Supervisors may perform bargaining unit work at any time.

**Section 3. Part Time Personnel.** The Employer reserves the right to hire irregular, temporary, casual and/or substitute employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement.

#### **ARTICLE XXVI. FAMILY AND MEDICAL LEAVE ACT**

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

#### **ARTICLE XXVII. SUBCONTRACTING**

Notwithstanding any other contrary provision in this contract, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide thirty (30) calendar days notice to the Union if an employee is to be laid off. Upon request, the Employer

or its designated representative shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Employer shall provide one (1) week severance pay to that employee(s).

## **ARTICLE XXVIII. INSURANCE BENEFITS**

**Section 1.** Eligible employees shall have the same health insurance coverage, life insurance coverage, and retirement as regular non-union County employees and under the same terms and conditions. The Employer reserves the right to change carriers and/or coverages, provided it gives thirty (30) calendar days' prior written notice to the affected employees and the Union before implementation of any changes, after that 30 days, the Employer may implement any such change(s). Employees may enroll and purchase, at the employee's cost, dental insurance coverage offered to other County employees.

**Section 2. Liability Insurance.** The Employer shall provide professional liability insurance if available at a reasonable cost for its professional personnel. The Union shall receive a copy of the professional liability insurance plan.

**Section 3. Section 125 Plan.** Eligible employees may purchase additional Employer-approved insurance or contribute for child care expenses through a Section 125 Plan made available by the Employer.

## **ARTICLE XXIX. WAGES**

For employees employed upon the date of ratification by the parties, effective January 1, 2008, two percent (2%) pay increase; effective January 1, 2009, two percent (2%) pay increase; effective January 1, 2010, two percent (2%) pay increase. See Attachment A - Wage Schedule.

## **ARTICLE XXX. PAID TIME OFF**

**Section 1.** Eligible employees shall have the same vacation, personal leave, holiday pay and compensatory time off as regular non-union County employees and under the same terms and conditions. These benefits and conditions may change from time to time as determined within the discretion of the Ionia County Board of Commissioners. The Employer shall provide ten (10) calendar days' prior written notice to the affected employees and the Union before implementation of any changes.

**ARTICLE XXXI. MILEAGE AND EXPENSES**

Employees in this Unit shall be reimbursed for mileage, meals, and expenses related to travel, lodging, and attendance at conferences, convention, seminars or on other County business, the same as non-union employees of the County and under the terms and conditions of County policy, which may change from time to time. If the County changes the policy, it shall provide thirty (30) calendar days prior notice to the Local President.

**ARTICLE XXXII. HAZARDOUS WEATHER CONDITIONS**

When County offices are officially closed by the Chairperson of the Board of Commissioners due to inclement weather or other acts of God and non-emergency employees are instructed to stay home or return home, they will be paid for their regularly scheduled hours on that date. Such decisions will be broadcast, if possible.

**ARTICLE XXXIII. OTHER AGREEMENTS**

The Employer agrees that during the life of this Agreement it will not enter into any agreements with employees individually or collectively which conflict with or are contrary to the terms of this Agreement without negotiating with the Union.

**ARTICLE XXXIV. DURATION**

All articles of this Agreement shall continue until the 31<sup>st</sup> day of December, 2010. Not later than ninety (90) days prior to the expiration of this contract either party may request that the other commence negotiations and such negotiations shall commence no later than sixty (60) days prior to the expiration of this Agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate, provided however, that upon mutual consent of the parties, negotiations may commence at an earlier date.

**ARTICLE XXXV. BEGINNING DATE FOR NEGOTIATIONS**

The parties agree to meet and negotiate over the terms of a new successor Agreement at mutually convenient times and places upon the call of either party.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of

\_\_\_\_\_, 2008.

**COUNTY OF IONIA**

*James L Banks*

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC EMPLOYEE REPRESENTATIVE  
ASSOCIATION (PERA)**

\_\_\_\_\_

*Mark Novak*

\_\_\_\_\_

## ATTACHMENT A

### WAGE SCHEDULE

#### Section 1.

#### 2008

Position	Grade	1	2	3	4	5	6
Dietician	10	\$17.02	\$17.71	\$18.38	\$19.07	\$19.76	\$20.41 ✓
Health Educator	10	\$17.02	\$17.71	\$18.38	\$19.07	\$19.76	\$20.41 ✓
Public Hlth RN I	10	\$17.02	\$17.71	\$18.38	\$19.07	\$19.76	\$20.41 ✓
Sanitarian I	10	\$17.02	\$17.71	\$18.38	\$19.07	\$19.76	\$20.41 ✓
Social Worker	10	\$17.02	\$17.71	\$18.38	\$19.07	\$19.76	\$20.41 ✓
Public Hlth RN II	12	\$19.35	\$20.12	\$20.89	\$21.66	\$22.43	\$23.23 ✓
Sanitarian II	12	\$19.35	\$20.12	\$20.89	\$21.66	\$22.43	\$23.23
Emergency Crd.	15	\$22.85	\$23.76	\$24.66	\$25.57	\$26.48	\$27.42 ✓

#### 2009

Position	Grade	1	2	3	4	5	6
Dietician	10	\$17.36	\$18.06	\$18.75	\$19.46	\$20.15	\$20.82
Health Educator	10	\$17.36	\$18.06	\$18.75	\$19.46	\$20.15	\$20.82
Public Hlth RN I	10	\$17.36	\$18.06	\$18.75	\$19.46	\$20.15	\$20.82
Sanitarian I	10	\$17.36	\$18.06	\$18.75	\$19.46	\$20.15	\$20.82
Social Worker	10	\$17.36	\$18.06	\$18.75	\$19.46	\$20.15	\$20.82
Public Hlth RN II	12	\$19.74	\$20.53	\$21.31	\$22.10	\$22.88	\$23.69
Sanitarian II	12	\$19.74	\$20.53	\$21.31	\$22.10	\$22.88	\$23.69
Emergency Crd.	15	\$23.31	\$24.23	\$25.16	\$26.08	\$27.01	\$27.97

#### 2010

Position	Grade	1	2	3	4	5	6
Dietician	10	\$17.71	\$18.42	\$19.12	\$19.84	\$20.56	\$21.23
Health Educator	10	\$17.71	\$18.42	\$19.12	\$19.84	\$20.56	\$21.23
Public Hlth RN I	10	\$17.71	\$18.42	\$19.12	\$19.84	\$20.56	\$21.23
Sanitarian I	10	\$17.71	\$18.42	\$19.12	\$19.84	\$20.56	\$21.23
Social Worker	10	\$17.71	\$18.42	\$19.12	\$19.84	\$20.56	\$21.23
Public Hlth RN II	12	\$20.13	\$20.94	\$21.73	\$22.54	\$23.34	\$24.16
Sanitarian II	12	\$20.13	\$20.94	\$21.73	\$22.54	\$23.34	\$24.16
Emergency Crd.	15	\$23.78	\$24.72	\$25.66	\$26.60	\$27.55	\$28.53

\* Employees advance to the next step on their anniversary date contingent upon approval of the Administrative Health Officer. Wage increases are retro-active to January 1, 2008, for all employees employed on the date of ratification by the parties.

***CHECK-OFF AUTHORIZATION FORM***

***[NEEDS TO BE ATTACHED]***



FEB 12, 2008

can purchase the number of hours for deputy services and a contract is set up based on the amount of hours;

7. Ionia County Substance Abuse Initiative Committee appointments update;
8. Accounts Payable packet will be in the Committee-of-the-Whole packet.

Commissioner Vroman stated that the Finance Review Committee has wrapped up the forecasting and will be discussing this more in depth at the Strategic Planning Committee coming up.

Banks opened up the second public comment period. Jack Elliott addressed the Board regarding the dangerous structure situation.

Banks called for a brief recess at 5:36 p.m. and reconvened at 5:40 p.m.

Moved by Seal, supported by Tiejema, to enter into Closed Session at 5:40 p.m. to discuss union negotiations. Motion carried by the following roll call vote: yes – all.

Moved by Powell, supported by Vroman, to adjourn the Closed Session at 5:50 p.m. Motion carried by voice vote.

Moved by Tiejema, supported by Seal, that the Ionia County Board of Commissioners ratify the tentative agreement with the Public Employee Representative Association Clerical-Technical Unit and Professional Unit (Public Health) and Ionia County. Motion carried by voice vote.

Moved by Mason, supported by Powell, that the Ionia County Board of Commissioners approve the tentative agreement with the Corrections Officers and Clerks Unit. Motion carried by voice vote.

Moved by Vroman, supported by Powell, to adjourn the meeting at 5:52 p.m. Motion carried by voice vote.

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James L. Banks, Chair

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Tonda Rich, Clerk

