

COLLECTIVE BARGAINING AGREEMENT

between

COUNTY OF JACKSON

and

THE MICHIGAN NURSES ASSOCIATION,
AND THE JACKSON COUNTY HEALTH DEPARTMENT
PROFESSIONAL NURSE COUNCIL

January 1, 2010 through December 31, 2011

ARTICLE 1 AGREEMENT

This agreement is entered into this 16th day of March, 2010 by and between Jackson County, hereinafter the “Employer” and the Michigan Nurses Association, hereinafter the “Association” and the Association’s affiliate, the Jackson County Health Department Professional Nurse Council, hereinafter the “Staff Council.”

ARTICLE 2 PURPOSE

A. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, the Employees and the Association.

B. The parties recognize that the interests of the community and the job security of the Employees depends upon the County’s success in establishing a proper service to the Community. To these ends, the County and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 3 DEFINITIONS

A. Full-Time Registered Nurse. A full-time registered nurse is one who is regularly scheduled to work eighty (80) hours per eighty (80) hour pay period.

B. Part-Time Registered Nurse. A part-time registered nurse is one who is regularly scheduled to work not less than forty (40) but no more than sixty (60) hours per eighty (80) hour pay period.

C. Casual Employee. A casual employee is an employee called to work “as needed” by the Employer, but works less than forty (40) hours per eighty (80) hour pay period not to exceed 960 hours in the County’s fiscal year.

D. Employer. The word “Employer” means the County of Jackson.

E. Employee. The word “Employee” means all employees covered by the recognition clause of this agreement.

F. Association. The word “Association” refers to the Michigan Nurses Association.

G. Staff Council. The word “Staff Council” refers to the Jackson County

Health Department Professional Nurse Council.

H. Immediate Family. “Immediate Family” means the employee’s spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent’s-in-law, and any other person for whose financial or physical care the employee is principally responsible. For the purposes of Article 26-Bereavement Leave only, son-in-law and daughter-in-law are included in the definition of “Immediate Family”.

ARTICLE 4 RECOGNITION

The Employer recognizes the Association and Staff Council as the exclusive representative for the purpose of collective bargaining with the Employer with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and part-time Registered Nurses employed by the County in the Jackson County Health Department, but excluding the Nursing Managers, Nursing Coordinator, and Nurse Practitioner Manager, casual employees, and all other employees of the Employer.

ARTICLE 5 NON-DISCRIMINATION

The Employer, either in hiring, promoting, advancing, or assigning jobs, or any other terms or conditions of employment, agrees not to unlawfully discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or disability as defined by law, membership in or activity on behalf of the Association, or participation in the Grievance Procedure. The Association and Staff Council agree to admit all nurses to their membership without unlawfully discriminating by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or disability as defined by law.

ARTICLE 6 EMPLOYER AND ASSOCIATION RESPONSIBILITY

A. The Employer hereby reserves and retains unto itself all power, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States. The management of the business of the Employer is vested exclusively in it and the Employer reserves to itself all management and administrative functions including but not limited to, the full and exclusive control of the content and work and the direction and supervision and the operation of the County business and of the employees of the County. This authority of management shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or discharge for just cause, to establish

classifications, lay-off employees because of lack of work or elimination of departments, to combine or split up departments, to determine starting and quitting times and shift schedules, to establish overtime hours to be worked, to decide on functions to be performed, to establish methods for recording work hours of employees (other than by the use of time clocks), to establish standards of quality, all of which shall be subject to and be in conformity with the application of express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters and rights which belong to and are part of the management of the business of the County. Any powers or authorities of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

B. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No members of the Association will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Association agrees that it will not cause, engage in, or authorize its members to engage in any such action or interfere with the services rendered by the County's employees. This restriction shall apply to the Employer and the Association even though all steps of the Grievance and Arbitration Procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Association or between the parties, and lockouts, strikes, or any economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

ARTICLE 7 ASSOCIATION AND COUNCIL MEMBERSHIP AND SECURITY

A. General. The nurses covered by this Agreement who are presently members of the Association and Staff Council shall, as a condition of continued employment, remain members of the Association and Staff Council during the term of this Agreement. Except as otherwise provided in this article, all employees who are not presently members of the Association and Staff Council shall, as a condition of continued employment, become and remain members thereof within thirty-one (31) days of ratification of this Agreement.

Employees newly hired, rehired, reinstated or transferred into the bargaining unit after the date of ratification of this Agreement shall be required, as a condition of continued employment, after the end of thirty-one (31) days employment in the bargaining unit and, except as otherwise provided in the article, become and remain members of the Association and Staff Council during the life of this Agreement.

Notwithstanding the foregoing, any nurse who does not desire to become a member of the Association or Staff Council shall pay a service fee to the Association and the Staff Council equivalent to the amount of Association dues as a condition of

continued employment.

B. Procedures for Enforcing Association Security. An employee who fails to comply with the provisions set forth in Section A. above shall be terminated according to the procedure outlined below.

1. The Association shall first notify the employee by certified letter, addressed to the employee at the address last known to the Association or County concerning his/her delinquency in not tendering dues required under this Agreement, with a copy to the County, and warning that unless such dues are tendered to the Association within thirty (30) days, she/he will be reported to the County in writing for termination of employment.

2. If the employee has not tendered his/her dues within the thirty (30) days specified, the Association shall notify the County and the employee by certified mail of the delinquency with a demand that the County terminate the employee within two (2) weeks after receipt of notice. The employee shall then be terminated unless she/he can produce satisfactory evidence from the Michigan Nurses Association of payment. In the event she/he is rehired, she/he will be considered as a new employee for all purposes.

3. Employees may have their annual membership dues (or service fees) deducted from their earnings by signing a Payroll Authorization Form, or they may pay such dues (service fees) directly to the Association and the Staff Council under any of its plans for dues collection. Employees who have executed such Authorization Form may have it canceled as provided on the form.

C. Payroll Deduction for Association Dues.

1. Annual Association and Staff Council dues (or service fees) shall be deducted in equal bi-weekly installments (with appropriate adjustments for payment being made by the employee who is on unpaid leave or layoff).

2. The Association and Staff Council shall, at least thirty (30) days in advance of the start of each calendar year, give written notification to the Employer of the amount of the dues or service fees which are to be deducted. The deducted amounts for these dues or service fees shall not be subject to change during the entire calendar year except for one (1) mid-year adjustment, upon the Association and Staff Council providing not less than thirty (30) days written notice to the Employer of such change. Dues or service fees deducted shall be sent to the Association at its offices located at 2310 Jolly Oak Road, Okemos, MI 48864, to the attention of the Membership Department, which shall be responsible for remitting the Staff Council's share to its Treasurer.

3. Deductions shall be made only in accordance with the provisions of

this Agreement. The Employer shall have no responsibility for the collection of any initiation fees, membership dues, service fees, special assessments, or any other deductions not in accordance with this provision.

4. During the life of this Agreement and in accordance with the terms of the form of Payroll Authorization Form hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association and Staff Council membership dues or service fees levied in accordance with the Constitution and Bylaws of the Association and Staff Council from the pay of each Employee who executes the following authorized Payroll Deduction Form.

**PAYROLL DEDUCTION FOR ASSOCIATION DUES
AUTHORIZATION FOR PAYROLL DEDUCTION**

By:

Last Name

First Name

M.I.

I hereby authorize Jackson County to deduct bi-weekly from my earnings a bi-weekly amount to provide for the regular payment of membership dues or service fees to the Michigan Nurses Association and the Staff Council which the Association and Staff Council certified as due and owing from me as membership dues or service fees established from time to time by the Staff Council and Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association at any time while this authorization is in effect.

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

This authorization, assignment and direction shall continue in full force and effect for yearly periods beyond the irrevocable period unless revoked by me not more than twenty (20) and not less than ten (10) days prior to the expiration or any irrevocable period hereof. Such revocation shall be effected by written notice which shall be sent by certified mail to the Employer and the Michigan Nurses Association within such ten (10) day period.

License No. _____

SS#

Signature _____

Date

5. A properly executed copy of such Payroll Authorization from each employee for whom such dues or service charges are to be deducted hereunder shall be delivered to the Health Department Administrative Office before any payroll

deduction is made. Deductions shall be made thereafter only under such Payroll Authorization Forms which have been properly executed and are in effect. Any such form which is incomplete, or in error, will be returned to the employee by the Employer.

6. Deductions under all properly executed Authorization Forms shall become effective at the time such Forms are tendered to the Payroll Office of the Employer and annual dues or service fees shall be deducted as herein before provided.

7. In cases where a deduction is made that duplicates a payment that an employee has already made to the Association and Staff Council or where a deduction is not in conformity with the provisions of the Association Constitution or Bylaws, or the Staff Council, refunds to the employee will be made by the Association.

8. Any dispute between the Employer and the Association and the Staff Council which may arise as to whether or not an employee properly executed or properly revoked a Payroll Authorization Form, or concerning the membership of an employee in the Association, shall be reviewed with the employee by a representative of the Association and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.

9. The Employer shall not be liable to the Association and the Staff Council by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

10. For the purpose of this Agreement, the payroll office means the payroll office of the Employer.

D. Hold Harmless. The Association agrees to indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the Employer's compliance with this Article.

ARTICLE 8 EMPLOYEE REPRESENTATION STRUCTURE

A. Staff Council. The Staff Council is the established and recognized local functioning unit of the Michigan Nurses Association at the Jackson County Health Department. On behalf of employees who are registered nurses within the bargaining unit covered by this Agreement, the responsibility of the Staff Council is the administration of this Agreement in accordance with its proper functions as may be established in this Agreement. One (1) seniority employee shall be designated as the President of the Staff Council. At the discretion of the Nursing Manager or designee and at the request of the President, the Nursing Manager may agree to time off during

the work day for the President for Association business. If requested time off cannot be granted, the Nursing Manager may suggest an alternate time.

B. Grievance Committee. Nurses employed by the County and covered by this Agreement shall be represented by a Grievance Committee composed of two (2) nurses and a maximum of two (2) alternates. They will be employees of the County and their selection shall be determined by the nurses. The County shall recognize the Grievance Committee members and non-employee representatives of the Association in the administration of the provisions of this Agreement, and the processing of grievances. The Staff Council will keep the County informed in writing of the names of members and alternates who are members of this Committee.

Non-employee representatives of the Association may visit the areas of the Health Department where the registered professional nurses they represent are located for the purposes of representing such nurses in accordance with this Agreement provided that such visits occur at reasonable intervals during the working hours and they do not interfere with the service of the County.

The Employer shall recognize the Association and Staff Council's right to contact one another via the telephone at work. The Association/Staff Council agrees not to continue any call where the nurse on duty informs the other party that the press of work overrides the importance of the call.

C. Negotiating Committee. The Staff Council shall be represented in negotiations by a Negotiating Committee composed of two (2) nurses and one (1) alternate. The membership of the negotiating Committee shall be determined by the Staff Council.

The Employer agrees that Jackson County Health Department Professional Nurse Council 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.

Contract negotiations meetings between the parties may be held at times during the scheduled working hours of the Association's negotiating members. Up to three (3) members of the bargaining committee will be paid by the Employer for the time spent in negotiations 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.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose. The parties intend that the grievance procedure established in Section C. of this Article shall serve as a means for peaceful settlement of all grievances that may arise during the term of this Agreement or any extension thereof.

B. Definition of Grievance. A grievance within the meaning of this grievance and arbitration procedure shall consist of any alleged violation of the express terms or conditions of this Agreement that may arise during its term or any extension thereof.

C. Grievance Procedure. Grievances shall be handled in the following manner:

STEP 1.

All grievances must be in writing and submitted to the Nursing Manager and Health Officer within eight (8) working days from the time of the occurrence of the events giving rise to the grievance or within eight (8) working days from the time that the employee involved first knew or could have known of the fact giving rise to the grievance. The grievance shall be signed by the employee and shall describe the nature of the dispute and cite any relevant sections of the contract. After the grievance is submitted, the Nursing Manager or his/her designee shall discuss the grievance with the individual employee and the grievance representative in an effort to settle the matter. The Health Officer may attend this meeting. Within five (5) working days, the Nursing Manager or his/her designee shall give a written answer to the aggrieved employee and the grievance representative.

STEP 2.

If the grievance is not satisfactorily resolved at Step 1 and the employee wishes to appeal it to Step 2, such written appeal of the grievance shall be presented to the Human Resources Director within five (5) days after the Nursing Manager or his/her designee's Step 1 answer. The grievant and his/her representative of the grievance committee and the non-employee representative of the Michigan Nurses Association shall meet with the Human Resources Director and Health Department Employer representatives to discuss the grievance. The Human Resources Director shall give a written answer to the aggrieved employee and grievance representative within five (5) days after such meeting.

STEP 3.

If the grievance is not satisfactorily resolved at Step 2, and the employee wishes to appeal it to Step 3, such written appeal of the grievance shall be presented to the County Administrator of the Jackson County Board of Commissioners within five (5) days after the Human Resources Director's Step 2 answer.

A meeting shall be held with the grievant, the grievance representative, the non-employee representative, Health Department Employer representatives, the Human Resources Director and the County Administrator. The County Administrator shall answer the grievance within five (5) days after such meeting.

STEP 4.

Appeal. Any grievance which is unresolved at Step 3 of the Grievance Procedure may be submitted to arbitration. Arbitration shall be invoked by written notice by the Michigan Nurses Association to the Human Resources Director of Jackson County within sixty (60) days of receipt of the County Administrator's Step 3 answer.

D. Time Computation. Saturday, Sunday and holidays recognized under this Agreement shall not be counted under the time procedures established in the grievance procedure.

E. Selection of Arbitrator. After a grievance is properly referred to arbitration, the parties shall attempt within thirty (30) days to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained under the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this panel, the arbitrator shall be selected within ten (10) days by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator and any costs related to the location of the arbitration hearing shall be shared equally by the County and the Association.

F. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this written Agreement and he/she shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the grievance concerns matters not within the jurisdiction of the arbitrator it shall be returned to the parties without decision.

G. Time Lost During Grievance Procedure. When any Step of the Grievance Procedure, including arbitration hearings, occurs during working hours of the aggrieved party and/or members of the Grievance committee, and his/her presence at this Step is reasonably required, such employee will be allowed time away from work with notification of his/her Supervisor without loss of pay at the employee's straight time hourly rate.

For grievance meetings held outside of scheduled working hours the grievant and members of the grievance committee shall be compensated at their straight time hourly rate of pay.

ARTICLE 10 SENIORITY

A. Definition. Bargaining Unit seniority shall be defined as an employee's continuous length of service since last date of hire in any position or series of positions described in the recognition clause of this Agreement as being included in the Bargaining Unit.

B. Application.

1. Seniority shall be applied as specified in connection with the provisions of the Agreement.

2. Seniority shall begin upon the completion of the probationary period and shall date back to the date of hire. Registered nurses shall serve a probationary period of sixty (60) complete working days, during which time they are "at will" employees.

3. Seniority shall continue to accumulate during periods of absence authorized by and consistent with this Agreement.

4. The Association may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement including the grievance and arbitration provisions hereof, except with respect to discipline resulting from an employee's refusal to perform tasks constituting a serious threat to the employee's health and safety.

5. Employees hired on the same date shall have their seniority determined by the final four digits in the Social Security number and granting the highest seniority to the individual with the lowest number.

C. Extension of Probationary Period. The probationary period may be extended once for not more than forty-five (45) calendar days upon the mutual written agreement of the employer and employee affected. The union shall be provided a copy of each such agreement by the employer.

D. Seniority List. By January 15 and July 15 of each year, the County shall

provide a seniority list to the President of the Staff Council. The seniority list shall include the name, job title, date of hire and hourly rate of all seniority employees in the bargaining unit. Names, addresses, dates of hire, hourly rates and job titles of new hires shall be sent to the President of the Staff Council on a monthly basis. Names and effective dates of termination and leave of absences shall be sent to the President of the Staff Council on a monthly basis.

E. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under any of the following conditions.

1. The employee quits or resigns.
2. The employee is discharged and is not reinstated.
3. The employee retires.
4. The employee has been on layoff for a period of time equal to his/her bargaining unit seniority at the end of his/her layoff or twelve months, whichever is less.
5. The employee is absent from work, including failure to return to work at the expiration of any approved leave of absence, vacation, layoff for three (3) consecutive working days without notifying the Health Department and making acceptable arrangements for returning to work.

ARTICLE 11 LAYOFF AND RECALL

A. General. A layoff shall be defined as a reduction of personnel or a permanent reduction in hours below those normally worked by an employee. The determination of the necessity for, the extent of and the timing of layoffs shall be the sole and exclusive prerogative of the Employer.

B. Layoff Notification. In the event of a temporary or permanent lay-off employees shall be notified, in writing, by the employer at least ten (10) working days prior to lay-off. The Union shall be given a list of such laid off employees at the same time.

Preceding the notification of employees of their displacement or layoff, the employer's Human Resources Director and Health Officer shall meet with the Association's Labor Relations Representative or designee and Staff Council President to discuss the positions to be eliminated and to identify the individuals to be displaced and laid off. In addition, prior to the actual displacement or layoff of casual, probationary or seniority employees, volunteers will be sought. Those who volunteer shall adopt the recall right of the individual employee who would have been laid off had the person being laid off

not volunteered. These individuals shall be notified in writing by the County of their recall placement.

C. Temporary Layoff. A temporary layoff is a layoff for a period of five (5) days or less.

D. Permanent Layoff. A permanent layoff is a layoff in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.

E. Layoff Priorities. In the event of a permanent or temporary layoff, employees will be laid off, by classification, according to seniority within the department.

F. Layoff Provisions. The following provisions shall apply to the layoff of employees under this Agreement.

1. The Employer shall determine the bargaining unit positions in each affected Nursing Unit to be eliminated or reduced and the number of employees to be laid off.

2. To the extent it is reasonable and practical to do so, the Employer shall minimize its utilization of casual employees in the performance of Bargaining Unit work in the affected Nursing Unit prior to the layoff of employees in the Bargaining Unit assigned to said Nursing Unit. Notwithstanding the above, the Employer and the Association must mutually agree in order to continue to utilize casual employees in the performance of Bargaining Unit work in the following circumstances:

a. The Employer may continue to utilize contractuels, or casuels to substitute for short-term absences of Bargaining Unit members due to sickness, paid time off, etc.

3. In the layoff of employees in the Bargaining Unit, probationary employees in the affected Nursing Unit shall be laid off prior to the layoff of seniority employees in said Unit, provided the seniority employees meet the stated qualifications of the position. Thereafter, affected seniority employees shall be transferred to other positions for which they meet the stated qualifications, or shall be laid off as follows starting with the least senior Bargaining Unit member.

a. The employee may be transferred to a vacancy of the same status (full-time or part-time) and classification in any Division (Community or Clinic) beginning with any vacancy in his/her current Division.

b. If there are no vacancies, the employee may replace the least senior employee with the same status and classification in the same Division.

c. If there are no less senior employees of the same status and classification in the same Division, the employee may replace the least senior employee with the same status and classification in a different Division.

d. If there are no less senior employees with the same status and classification in a different Division, the employee may replace the least senior employee with the same status and lesser classification in the same Division.

e. If there are no less senior employees with the same status and classification in the same Division, the employee may replace the least senior employee with the same status and lesser classification in a different Division.

f. If there are no less senior employees with the same status and classification, a full-time employee may replace the least senior part-time employee. (The full-time employee would accept the same hours and conditions as the replaced part-time employee.)

g. If there are no less senior employees, the employee shall be laid off.

G. Recall Procedures.

1. Employees who are laid off and who have not lost seniority shall be recalled in the inverse order of layoff as Bargaining Unit vacancies occur or Bargaining Unit positions are reinstated, provided they have the stated qualifications of the position. At such time as such vacancies occur or positions are reinstated, employees who were transferred outside their Nursing Unit shall be eligible to transfer back to their former Unit prior to the recall of laid off employees to said Unit.

2. Notice of recall, with a copy to the Association and Staff Council, shall be sent by registered or certified mail to the recalled employee's last known address according to the records of the Employer, and shall allow a minimum of twelve (12) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date shall be considered a quit. Extension of the time limits herein provided may be granted at the discretion of the Employer.

**ARTICLE 12
HOURS OF WORK**

A. Standard Work Week. The standard work week for all full-time and part-time employees shall be Monday through Friday. The days of work within the standard work week for all employees who work less than eighty (80) hours biweekly shall be as scheduled by the Department Head.

B. Hours. Except as otherwise provided herein, the hours of work for employees regularly assigned to work eighty (80) hours biweekly shall be eight (8) hours per day, commencing at 8:00 a.m. The hours of work for employees that work in the various clinics and/or are regularly assigned to work less than eighty (80) hours biweekly shall be as scheduled by the Department Head. Employees working eight (8) hours in a given day shall receive a one (1) hour unpaid lunch period, except nurses working in the field may elect to take a one-half (1/2) hour lunch period and conclude their workday at 4:30 p.m. Notwithstanding the above, nursing coverage between 4:30 p.m. to 5:00 p.m. will be provided by one (1) public health nurse as scheduled on a rotating basis by the Department Head. All employees shall be entitled to one fifteen (15) minute rest period before the lunch period, and one fifteen (15) minute rest period after the lunch period as scheduled by the Department Head.

C. Flex Time. When an employee is requested, not required, to be at a County function or program that is outside of his/her work hours and not a part of the employee's regular work responsibilities, flex time will be allowed at the employee's option.

Flex time will also be allowed when an employee requests to flex hours upon mutual agreement with the Department Head or designee.

Where flex time utilization creates a work day in excess of eight (8) hours, the employer is not obligated to Article 13, Overtime Provisions.

D. Definition of a Day. Twenty-four (24) hour periods beginning with the employee's starting time on each work day.

E. Record of Hours. Employees shall indicate their hours worked on forms provided by the Employer. Employees shall sign the forms and submit them to their supervisor for approval.

F. Tardiness. Employees late in reporting for work will be docked one-tenth (1/10) of an hour for each six (6) minutes or portion thereof they are late.

G. Pay Periods. All employees shall be paid on a bi-weekly basis.

H. Weekend Work. Part-time employees shall be paid at time and one-half (1 ½) for hours worked on a weekend.

I. Supervision of Weekend/Holiday Work. When the RN has serious doubt regarding what action to take in an emergency or is unable to perform work as assigned due to illness, the RN should first contact their manager, if unsuccessful then the other manager from the Personal and Preventive Health Division, then the Health Officer. Telephone numbers will be provided.

ARTICLE 13 OVERTIME

A. Overtime Compensation. Employees shall be compensated at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall receive a minimum of two (2) hours of overtime for working on a weekend and on a holiday.

B. Overtime. The determination of when overtime shall be assigned shall be the exclusive right and responsibility of the Employer, subject to the following conditions:

1. Weekday Overtime. To the extent it is reasonable and desirable to do so, the Department Head will endeavor to assign weekday overtime to previously identified volunteers. If there are no previously identified volunteers, the Department Head shall endeavor to assign overtime to the least senior qualified employee. Thereafter, the Department Head will endeavor to assign the overtime on a rotating basis to the next least senior qualified employee in the bargaining unit.

C. Weekend Overtime in the Personal and Preventive Health Division. Weekend and holiday work will be performed by RNs volunteering in their own programs on a rotating schedule as necessary. If not covered, then volunteers from other programs, and if no volunteers, casuals may be used. If there is no one to work, overtime will be mandated starting with the least seniority qualified nurses in the bargaining unit.

D. Leave Time Affecting Overtime. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining weekly overtime.

E. Overtime/Probationary Employees. Probationary employees shall not work overtime when there are seniority employees in the Bargaining Unit available for assignment by the Department Head.

ARTICLE 14 TRANSFERS, VACANCIES AND PROMOTIONS

A. Whenever the Employer declares a position vacancy, as hereinafter defined, to be available, Registered Nurses shall be permitted to indicate their desire to be considered for such vacancy in the following manner.

1. A position vacancy is defined as a regular bargaining unit position which the Employer desires to fill, resulting from a newly created job or one caused by discharge, quit, retirement, death or permanent transfer of a bargaining unit member or

permanent transfer from one unit to another or permanent reassignment within one unit of a bargaining unit member.

2. Vacancies shall be posted on the Staff Council bulletin board for a period of five (5) working days and shall indicate the program involved, the hours of work and qualifications required of the applicants. The five (5) day posting period will be renewed for each sixty (60) calendar day period the vacancy remains unfilled.

3. All interested employees shall become applicants by submitting signed letters of interest for vacancies or promotions to the Nursing Manager within the five (5) day posting period. The Health Department will make every attempt to fill its vacancies within the Bargaining unit by promotion or transfer from one unit to another unit or reassignment within one unit from the present employee complement of Registered Nurses.

4. In the event that two (2) or more qualified Bargaining Unit employees apply for the vacancy, the applicant with the most Bargaining Unit seniority shall be awarded the vacancy. Notice of the award will be given within ten (10) days following the five (5) day posting period.

5. Nurses who have applied for and are not awarded posted positions will be so notified in writing.

6. Notice of a temporary vacancy shall be posted on the Staff Council bulletin board in memo form to provide employees with the opportunity to express their interest.

B. When changing positions, there shall be a period of thirty (30) calendar days during which the registered nurse will be evaluated with respect to his/her new duties and responsibilities. The Registered Nurse who so requests will be returned to his/her former position within that period of time. The Health Department may also return the nurse to his/her former position within that period of time.

C. When the Employer determines that the needs of the Health Department require the involuntary permanent or temporary transfer or reassignment among units and/or programs, this shall be done in inverse order of seniority. If circumstances warrant, the transfer or reassignment will be made immediately.

D. When hired, a nurse shall be assigned to a unit and program as determined by the Nursing Manager, based upon the needs of the Health Department and the professional qualifications of the nurse.

E. The Employer agrees to provide training and/or orientation to any nurse who is unfamiliar with his/her assigned duties and responsibilities or is in need of updating required skills.

F. The Employer agrees that any change in the status (full-time to part-time, part-time to full-time), and/or hours of work of a vacant position shall be discussed with the Association prior to posting the vacant position as revised.

ARTICLE 15 EVALUATIONS

A. The purpose of evaluation is to assess employee performance. A nurse's performance will be evaluated at least annually and shall be evaluated during the probationary period and within thirty (30) days of the nurse's anniversary date of hire. Normally the evaluation shall be performed by the employee's immediate supervisor. The Employer's evaluation of the nurse's performance shall be in writing, and shall be discussed with the nurse. The nurse and supervisor shall sign the evaluation and a copy shall be given to the nurse at the time of the discussion.

B. Each evaluation shall include the statement:

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document."

C. If the individual nurse requests it, the Nursing Manager shall meet with the nurse and the nurse's supervisor to review the evaluation.

D. Recommendations for improvement will be cited on the evaluation form for less than satisfactory evaluations. Such evaluations will result in a subsequent evaluation within a reasonable period of time.

ARTICLE 16 RULES OF CONDUCT

Rules of conduct relating to the duties and responsibilities of the employees represented by the Association shall be made available by the Employer to the Staff Council within thirty (30) days of signing this Agreement. Amendments to such rules, or rules of conduct relating only to employees in this Bargaining Unit, shall be submitted by the Employer to the President of the Staff Council at least fifteen (15) working days prior to the publication to employees unless health reasons necessitate immediate implementation. The Association may challenge the validity or reasonableness of such rules, or amendments thereto, within this fifteen (15) day period. The Association may challenge the application of rules or amendments at any time thereafter according to

the provisions of the grievance procedure.

ARTICLE 17 MAINTENANCE OF DISCIPLINE

A. An employee who has acquired seniority status shall only be subject to disciplinary action for just cause. Such discipline shall be corrective rather than punitive and may consist of any of the following: verbal counseling which does not go into the employee's personnel file, verbal warning, written warning, suspension, probation, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it and the nurse's prior work record shall be considered.

B. Seniority employees have the right to Staff Council representation at meetings or conferences which are investigative or disciplinary in nature. The employer shall inform the employee of his/her rights to have a representative present. Where the employee wishes such representation, the conference shall not be held without the employee's representative present.

C. Individual discipline penalties imposed by the Employer involving suspension or discharge shall be reported in writing to an officer of the Staff Council within two (2) working days after imposition of the penalty, provided the Employer agrees to make reasonable efforts to notify an officer of the Staff Council as soon as possible by telephone of the suspension or discharge.

D. The Employer shall not take into account any prior disciplinary action or work rule violations incurred more than two (2) years previously.

E. Employees shall not be disciplined for failure to carry out an assignment when they have reason to believe that they may be in danger or when the patient refuses treatment. It shall be the employee's responsibility to notify their supervisor and document on the patient record, by the end of the next working day, whenever such an event occurs.

ARTICLE 18 PERSONNEL RECORDS

A. An employee shall be entitled to review the contents of his/her personnel file wherever they are located. At the request of the employee, copies of any item(s) contained in the employee's personnel file shall be provided to the employee. One copy of any item(s) the employee has not otherwise received shall be provided at no cost to the employee. Additional copies or copies of any item(s) the employee has otherwise received shall be provided at the prevailing cost of duplication at the time the request is submitted or ten cents (\$.10) per copy, whichever is less.

B. With the written consent of the employee, the Association Representative may read the contents of the employee's personnel file and obtain a copy of any notice or reprimand or discipline that has not already been provided to the Association.

ARTICLE 19 HOLIDAYS

A. Employees Entitled to Holiday Pay. To be entitled to holiday pay, employees must have seniority status and must work all of their scheduled hours on their last scheduled work day before and their first scheduled work day after the day of the observance of the holiday; provided that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday.

B. Paid Holidays. All eligible employees shall be entitled to the following paid holidays.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

C. Holiday Occurring on Payday. If a paid holiday occurs on payday, employees shall receive their paycheck prior to the holiday.

D. Holiday Occurring on Saturday, Sunday or Regular Day Off.

1. When a paid holiday occurs on a Saturday, the preceding Friday will be recognized as the holiday, unless the preceding Friday is also a holiday, in which case the holiday will be observed on the preceding Thursday.

2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday, unless the following Monday is also a holiday, in which case the holiday will be observed on the following Tuesday.

3. When an employee is required to work on a holiday, the employee

shall receive holiday pay plus time and one-half (1 ½) for the hours actually worked on the holiday.

4. When a holiday occurs on an employee's regular day off the employee shall, at the Employer's discretion, be provided with an alternative day off with pay or be compensated for said day as otherwise provided in this article.

E. Failure to Report for Holiday Work Assignment. Employees who have been assigned holiday work and fail to report for work without just cause shall not receive pay for the holiday.

F. Holiday Occurring While on Paid Leave. Employees on paid time off leave when a holiday occurs will receive holiday pay and shall not be charged paid time off. Employees on paid leave for purposes other than paid time off (i.e., short term disability, long term disability) will not receive holiday pay.

G. Holiday Pay. Employees regularly scheduled to work eighty (80) hours bi-weekly shall receive eight (8) hours holiday pay at their current pay rate for the holiday. Employees regularly scheduled to work less than eighty (80) hours bi-weekly shall be entitled to pro-rated holiday pay based upon the full-time equivalent hours approved for the position, e.g., a ¾ time (75%) position would be credited with six (6) hours of holiday pay.

H. Additional Paid Holidays. In the event that the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

ARTICLE 20 PAID TIME OFF

A. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.

B. Rate of Accumulation. Employees hired prior to 1/1/07 shall earn and be credited bi-weekly with paid time off on each pay period based on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>
Hire Date to 6 years of service	22.5
7 to 11 years of service	27.5
12 to 15 years of service	32.5
16 or more years of service	37.5

Employees hired on or after 1/1/07 shall earn and be credited bi-weekly with paid time off on each pay period based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Days</u>
Hire Date to 6 years of service	15
7 to 11 years of service	20
12 to 15 years of service	25
16 or more years of service	30

**Employees will accrue PTO time at the rate of one (1) calendar day for every thirty (30) calendar days of employment until the maximum number of days is reached.

At the time of termination a maximum of eighty (80) available PTO hours may be utilized to satisfy the notification period.

There will be no accrual of paid time off while an employee is absent from work and receiving short term disability (STD), long term disability (LTD), worker's compensation, or unpaid time.

There will be no payoff of paid time off to any employee separating with less than one (1) year of service with the County.

C. Accumulation of Paid Time Off. Paid time off is capped at 480 hours for full-time employees and 240 hours for part-time employees. Employees will stop earning paid time off once they have reached the cap.

Bank 4 days in 1999 and 5 days in 2000 to be used as follows:

1. To supplement injury or illness that meets the short-term disability eligibility requirements; adoption or illness of a spouse or child which medically/legally necessitates and a minimum of two (2) weeks off.
2. To be utilized only in the event PTO has been exhausted;
3. Banked time may be utilized to meet the eight (8) day eligibility requirement or to supplement the differential between short-term disability and an employees regular take home pay at the time of injury or illness;
4. Accumulation capped at nine (9) days;
5. No payoff on termination.

D. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible

during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.

E. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one-half (1/2) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one-half the employees in a department may utilize paid time off on any given day without prior authorization from the Department Head. In the event the supervisor denies authorization of paid time off, the supervisor shall so inform the employee with as much advance notice as possible prior to the time the paid time off is desired to commence. The supervisor may waive the twenty-four (24) hour notice.

F. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

G. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.

H. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to pro-rated paid time off based upon the schedule in Article 20 Section B and the actual hours worked. Paid time off will accrue for a maximum of 40 hours per week only.

I. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.

J. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

K. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.

L. Paid Time Off Approval. Employees may elect to take either a split or complete paid time off period. Paid time off requests received will be considered based on seniority within the program on a first come, first serve basis. In all cases, approval of the Department Head is necessary and relief for approved paid time off requests shall be provided by the Department Head. Paid time off requests will be approved or

denied by the Department Head within a reasonable time frame, not to exceed 30 days, following the request based on the circumstances of the department. Once paid time off has been approved, a higher senior employee cannot displace approved time of a lower senior employee. Of necessity, the welfare and convenience of the Employer and the continuation of the services of the Health Department must be foremost consideration in paid time off.

M. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.

N. Notification. An employee who is absent from duty shall report the reason to his/her supervisor prior to the time of absence when possible. Failure to do so within a reasonable time may be cause for denial of leave. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

O. Sick Leave in Excess of Three Days. If an employee is absent for more than three (3) consecutive days, the Employer may require a written statement by a physician certifying the employee's or his/her immediate family member's condition. The physician's certification shall be at the employee's expense.

P. Unpaid Sick Leave. An employee shall be entitled to an unpaid sick leave of up to six (6) months during the period the employee is disabled from performing his/her duties by reason of proven illness or injury. Such leave period shall start upon the exhaustion of the employee's accumulated paid time off taken by the employee in connection with the illness or injury. All notifications for unpaid sick leaves shall be presented in writing to the Human Resources Department and shall be accompanied by a licensed medical or mental health practitioner's statement certifying the employee's disability. Within fourteen (14) days after receipt by the Human Resources Department of written notification of recovery an employee on unpaid sick leave shall be entitled to reinstatement in line with his/her seniority in the same status (full-time or part-time) as when he/she commenced such leave. Such notification shall be accompanied by a medical or mental health practitioner's certification attesting to such employee's ability to perform his/her normal job functions. Certifications as required herein shall be at the employee's expense.

Q. Supplemental Physical and/or Mental Examinations Required by the Employer. To evaluate an employee's illness, injury, temporary disability or exposure to contagious disease endangering others, and/or recovery thereafter, the Employer may also require the employee to submit to physical and/or mental examinations by licensed medical or mental health practitioners to be selected by the employee from an approved list of at least three (3) practitioners submitted by the Employer. The cost of such supplemental examinations required by the Employer shall be borne by the Employer.

**ARTICLE 21
COMPENSATION**

A. Wages. Pay Grades – See Appendix A.

2010 – 0% increase

2011 – 0% increase

A me-too clause will be honored if any other union (except those eligible for 312 Arbitration) negotiates a wage increase.

B. Direct Deposit. Direct deposit will be mandatory for all employees.

C. Experience Credit. The Employer may grant a new hire experience credit for purposes of initial placement on the salary schedule. Effective January 1, 1987, said credit shall count as service with the Health Department for purposes of future advancement on the salary schedule.

D. Wage Rate. An employee in the Bargaining Unit will be paid pursuant to the wage for the classification into which he/she is hired, promoted, demoted, or transferred as a result of the bumping during layoffs. In the event that an employee is assigned to temporarily fill in for another employee in the bargaining unit, the employee filling in shall be paid at his/her current rate of pay.

E. Wage Shortage. If there is a shortage in gross pay of more than twenty-five (25) dollars it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay of twenty-five (25) dollars or less, it shall be corrected in the next paycheck.

F. Wage Overpayments. If there is an overpayment of gross pay it shall be corrected in the next paycheck.

G. Retroactive Wage Payments. Retroactive wage payments shall be made within thirty (30) days of the date this Agreement is ratified and signed by both parties.

H. Longevity Payment. Full-time and part-time employees shall be paid a longevity payment in a lump sum as follows:

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
10 or more years of service	3%

Employees hired after January 1, 1999 shall not be eligible for longevity pay.

For the purposes of this section, annual pay means actual hours paid from November 1 through October 31.

In order to be eligible for longevity pay, the employee must be on the payroll on October 31. The longevity payment shall be determined by the length of service occurring between November 1 and October 31 of each year. Annual longevity payment shall be issued on the first payday of December.

ARTICLE 22 INSURANCE

Cafeteria Plan benefits as reflected on Appendix B are available to full-time employees who have attained seniority status. Part-time employees are responsible for the full cost of benefits elected under the Cafeteria Plan.

A. Health and Prescription Insurance Coverage for Employees. The Employer may change carriers after consulting with the Association. Effective 1/1/2010 all employees will have a premium share of 10% per month based on the illustrated rates.

Health and prescription options as outlined in the Individualized Benefit Plan (IBP). IBP dollars remain at \$5,440 with the ability to purchase Community Blue PPO 1, \$10/\$20/\$40 prescription option, and basic dental and vision options.

B. Retiree Health. Effective 1/1/2000 health and prescription coverage provided by the employer will continue for employees retiring from County service with fifteen (15) or more years of service with Jackson County, excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis. Coverage for employees retiring with less than fifteen (15) years of Jackson County Service will be funded by the County as follows:

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years	95%
Twenty-four (24) years	90%
Twenty-three (23) years	85%
Twenty-two (22) years	80%
Twenty-one (21) years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive employer funded spousal coverage.

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

Employees who are full-time at the time of ratification and who have eight (8) or more years of service as of 12/31/99 will be grandfathered under 1/95 - 12/97 contract provisions.

Retiree spousal coverage for health and prescription insurance will not be available for employees hired after 1/1/07.

Employees who retire during the term of this contract will continue to pay the same premium share percentage for health and prescription coverage, as they did as an active employee.

C. Life Insurance Coverage for Retirees. The Employer agrees to pay the full premium cost of group term life insurance for \$15,000 when a full-time employee retires from County employment.

D. CASH IN LIEU OF INSURANCE.

ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/07 and retirees who retired prior to 1/1/07 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare.

However, employees hired on or after 1/1/07 and retirees who retire on or after 1/1/07 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program provided notification is made to the County's Human Resources Department within thirty (30) calendar days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program only during an open enrollment period.

ARTICLE 23 RETIREMENT

Employees of the Bargaining Unit shall be covered by the Jackson County Employee's Retirement Plan.

A. This plan shall provide all current and future employees covered by this agreement to make a one time only, irrevocable election of a retirement multiplier at 2%, 2.25%, or 2.5% with the increased cost to be borne by the employees. Elections and cost identical to those offered to non-bargained for employees. Employees hired prior to January 1, 2007 may take normal retirement at age sixty (60), with eight (8) years of credited service for purposes of drawing their pension benefits. Eligibility for Retiree Health is defined in Article 22 Insurance, B. Retiree Health.

Employees hired on or after January 1, 2007 are eligible to begin drawing pension benefits at age 60 after completion of ten (10) or more years of service. In addition, employees hired on or after January 1, 2007 will be eligible to begin drawing pension benefits at age 55 after completion of twenty-five (25) years of service or at any age after completion of thirty (30) or more years of service, during window periods still to be determined. Eligibility for Retiree Health is defined in Article 22 Insurance, B. Retiree Health.

B. Window Periods. For pre-2007 hires, window periods for retirement at age 55 with 10 years of service will be allowed the months of May/June and November/December each year of the contract. The last day worked must be within the window period.

2010, 2011: For pre-2007 hires, window periods for May/June and

November/December to allow for retirement at any age with 25 years of service. The last day worked must be within the window period.

C. Final Average Compensation. Effective January 1, 2001 final average compensation shall be the average gross wages for the highest three (3) of the last ten (10) years with the cost to be borne by the Employer.

D. DEFERRED RETIREMENT OPTION PLAN (DROP). Employees eligible for retirement based on age and/or years of service may elect to participate in the DROP per Retirement System By-Laws. Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.

E. PURCHASE OF UNIVERSAL CREDITED SERVICE. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. The cost is determined by the employee's multiplier election: 2.0% = 11.0%; 2.25% = 12.4%; 2.5% = 13.8%. Purchase calculated on the employee's annual base salary at the time payments commence. Payment may be made as a lump sum cash payment, transfer from another qualified plan, or by pre-tax payroll deduction for a period not to exceed three (3) years with service credited upon receipt of payment in full. If an employee in the process of purchasing service credit terminates for any reason the employee is entitled to a refund of those contributions.

F. Defined Contribution Plan. Employees hired on or after 1/1/2010 will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

Employees will be required to make a mandatory minimum contribution of 1.0% (pre-tax) of their earnings but may contribute up to 12.0% of their annual earnings in the Defined Contribution Plan. The County will contribute a minimum of 1.0% of the employee's annual wage. The County will match up to an additional 4.0% of the employee contribution, not to exceed a total contribution of 5.0% of the employee's annual wage. Employees will be vested in the plan after the completion of five (5) years of service with the County.

ARTICLE 24 UNPAID PERSONAL LEAVES OF ABSENCE

A. Authorization and Reinstatement. Personal leaves of absence, without pay, may be granted upon written application by a nurse to the County Health Department and upon approval of the County Administrator. Benefits accrued prior to leaves of such nature will be retained. When a personal leave of absence under this Section is granted for a specific period of time not exceeding sixty (60) working days,

the nurse shall be entitled, at the termination of such leave and return to work, to be reinstated at the same level and type of position held at the commencement of such leave. If the leave extends beyond sixty (60) working days, the employee shall be entitled to return to work if a vacancy is available for which he/she is qualified.

B. Duration. A leave of absence without pay shall not normally exceed one (1) year, but may be approved for longer periods, at the discretion of the Employer in appropriate cases (e.g., educational leaves).

C. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count toward eligibility for paid time off, longevity, wage progression, and accrual of time for purposes of layoff and recall.

D. Health and Life Insurance. Employees with at least one (1) year seniority who are on a leave of absence for illness without pay shall have their health and life insurance paid by the Employer for three (3) months. After the expiration of the above three (3) month period, the employee may continue health and life insurance coverage by making the necessary payments. Employees on a leave of absence without pay for reasons other than illness may continue group health and life insurance benefits by making the necessary payments.

E. Accrual of Benefits. Except as above provided, no paid time off or holiday pay shall accrue while on leave of absence without pay.

F. Notice of Return to Work. Employees returning to work from leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

G. Gainful Employment. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or an employee of another company or corporation.

ARTICLE 25 BEREAVEMENT LEAVE

A. Employees Entitled to Paid Bereavement Leave. To be entitled to paid bereavement leave employees must have seniority status.

B. Notification of Employer. An employee shall inform his/her supervisor of the circumstances warranting a bereavement leave as soon as possible. Failure to do so within a reasonable time may be cause for denial of bereavement leave with pay for the period of the absence.

C. Utilization.

1. Death in Immediate Family. In the event of a death in the immediate family (as defined in Article 3, Definitions, H. Immediate Family) of an employee, the employee shall be granted up to three (3) days bereavement leave. The leave shall not exceed more than one day beyond the day of the funeral, except as may otherwise be approved at the discretion of the Employer.

2. Death of Brother-in-law or Sister-in-law. In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be granted a one (1) day bereavement leave.

3. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) paid time off day or banked sick day to attend the funeral or memorial service and related functions.

D. Extension of Bereavement Leave. In the event of a death in the immediate family, the employee may utilize paid time off or banked sick leave to extend the bereavement leave period upon notification of and authorization by the Employer.

E. Bereavement Leave/Part-Time Employees. Employees who are regularly scheduled to work less than eighty (80) hours bi-weekly shall be entitled to pro-rated bereavement leave based upon the full-time equivalent hours approved for the position, e.g., a $\frac{3}{4}$ time (75%) position would be credited with six (6) hours of bereavement leave pay.

**ARTICLE 26
MILITARY LEAVE**

The County and the Association agree that employees called into the military service shall be entitled to all the benefits accorded to them by applicable laws.

**ARTICLE 27
JURY DUTY AND COURT LEAVE**

A. Jury Duty.

1. Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.

2. Time Off with Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.

3. Use of Leave. An employee may utilize earned paid time off during the period he/she serves on jury duty and retain the jury pay received.

B. Witness in Court. An employee subpoenaed to appear in court as a witness in a matter that is not adverse to the Employer shall be covered by the same provision that applies to jury duty.

C. Other Court Appearances. An employee appearing in court as plaintiff or defendants, or if the employee serves to profit from civil litigation, shall cover his/her absence with accumulated paid time off or time off without pay.

ARTICLE 28 SPECIAL CONFERENCES

A. In the interest of good communication, to cultivate and achieve mutual understanding and cooperation, and to develop responsible participation, Special Conferences will be held at the request of either party hereto to exchange ideas and information on special situations or relating to the administration and implementation of this Agreement. Such meetings shall not be used for the purpose of considering grievances or, except with prior consent of both parties, for discussing amendments to this Agreement, or for matters which may be considered at meetings of the Nursing Practice Committee.

B. Such meetings shall be held between up to three (3) representatives of the Staff Council (including the President of the Staff Council), non-employee representatives of the Association at its option and representatives of the Employer. Employees shall be excused for such a meeting.

C. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Items on the agenda shall be discussed. A Special Conference shall be scheduled within ten (10) days after the request is made to be held at a future date mutually agreed upon. This time may be extended if mutually agreed upon by both parties.

D. Staff Council representatives, if scheduled to work at the time of the Special Conference, shall continue to be paid their regular rate for the time spent in such Special Conference.

ARTICLE 29 EMPLOYEES SERVING ON THE EMPLOYER'S COMMITTEES

When task force, study groups or committee vacancies are to be filled or when

new committees, which include R.N. Staff, are to be created, the Health Officer or the Nursing Manager shall inform the Staff Council President of the vacancies and the general purpose and objectives of such committees. The President shall nominate at least two (2) employees who have consented to serve for each assignment and the Employer shall be able to choose one (1) employee from the two (2) employees. The Council agrees that the nominees shall be appropriate to the committees.

ARTICLE 30 ROLE OF THE NURSE

A. Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s) who use the agency/facility. To this end, both parties further agree to recognize the responsibilities of the Registered Nurse and the Employer within the scope of the Michigan Public Health Code, Act #368, 1978 (Nursing Practice Act of Michigan, Section 17201), the Code for Nurses and the Standards of Nursing Practice as adopted by the American Nurses Association, Condition of Participation, agency standardized Care Plans, policies and standing orders and other appropriate legal requirements.

B. Both parties agree that the Registered Nurse as provided in the Michigan Public Health Code, must and shall have authority commensurate with his/her responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility for assessment, planning, implementing, evaluating nursing care including patient teaching and coordination of services. The Employer has the responsibility to assist the R.N. in fulfilling these requirements.

C. Both parties agree that in order to permit the Registered Nurse to perform the activities associated with his/her responsibility for nursing care, Registered Nurses will normally only assume those functions identified as the practice of nursing.

D. With the emergence of new knowledge, technologies and continuing social change, a joint effort between agency management and staff council is needed to assist Registered Nurses to improve their practice and exercise leadership in promoting change which upgrades health care.

E. It is the responsibility of each Registered Nurse to maintain and upgrade his/her knowledge and skill affecting the quality of nursing care.

F. It is the Employer's responsibility to establish programs and/or provide resources and appropriate opportunities within and outside the agency/facility for orientation and staff development; and to support, encourage and equalize opportunity to seek continuing professional development within the employee's job responsibilities.

**ARTICLE 31
NURSING UNITS AND PROGRAMS**

- A. The Jackson County Health Department shall recognize the following nursing units:
1. Community Health Services Unit
 2. Clinical Services Unit
- B. Community Health Services Unit consists of all field services (preventative nursing care).
- C. Clinical Services Unit (which provides patient clinical services) includes all clinic programs within the Health Department.

**ARTICLE 32
PROFESSIONAL NURSING PRACTICE ISSUES**

A. Issues involving nursing practice shall be discussed at nursing staff meetings. Any nurse who has an issue regarding their nursing practice shall bring the issue forward to a nursing staff meeting and shall notify the Nurse Manager of the details of the issue prior to said meeting. Any issues that are unresolved and/or that may impact the current contract may be brought forward to a Special Conference.

**ARTICLE 33
PROFESSIONAL MEETINGS**

- A. Nurses may, at the discretion of the Employer, be given time off, with or without pay, to attend meetings of professional associations or institutions that are designated to increase their professional competency as nurses in the County Health Department.
- B. Should continuing education units be mandated by state law, the Employer will, where it can be reasonably accommodated, without undue increased cost to the County or reduced services to the patients, as determined by the County, grant time off to nurses, with or without loss of pay, to obtain the necessary contact hours at approved programs.
- C. The Employer shall not be required to, but may at its discretion, reimburse an employee for any part of the enrollment fees and out-of-pocket expenses incurred in attendance at approved professional meetings of associations or institutions.
- D. Nurses shall not be required to exhaust paid time off in order to attend a professional meeting.

E. Two nurses will be allowed to attend the Michigan Nurses Association Convention each year at no loss of pay at the supervisor's discretion.

ARTICLE 34 PRODUCTIVITY

A. The evaluation of an employee's efficiency shall be based on both qualitative and quantitative factors.

B. Four (4) hours of paperwork per month will be counted toward productivity level for nurses. At the determination of the Supervisor, more time on paperwork will be counted toward productivity level of nurses.

ARTICLE 35 POSITIONS AND CLASSIFICATIONS

A. The Employer shall have the right to establish and/or modify the duties, responsibilities, qualifications and requirements for all bargaining unit positions.

B. A job description shall state the duties, responsibilities and minimum qualifications for the position. A nurse is "qualified" for a given position if he/she possesses the minimum qualifications as stated in the job description. The job descriptions in effect at the time of ratification of this agreement are appended hereto at Appendix C.

C. All members of the Bargaining Unit shall have input into their respective job descriptions and any subsequent revisions thereof.

D. The parties hereby recognize the classifications of Public Health Nurse, and Nurse Practitioner. In the event the Employer creates a new job in the bargaining unit which is not covered by any existing classification or substantially modifies an existing classification, the Employer shall notify the Association in writing and, if requested by the Association within ten (10) working days of receipt of said notification, shall meet with representatives of the Staff Council and the Association to negotiate the new or revised classification's rate of pay. Until an agreement is reached between the Employer and the Association, the rate of pay assigned by the Employer shall apply to the new or revised classification.

E. In the event the Employer creates a new bargaining unit position or substantially modifies an existing position, the Employer shall notify the Association in writing and, if requested by the Association within ten (10) working days of receipt of said notification, shall meet with representatives of the Staff Council and Association to negotiate the classification of said position. Until an agreement is reached between the

Employer and the Association, the classification assigned by the Employer shall apply to the new or revised position.

F. A Public Health Nurse or a Nurse Practitioner acting as a Supervisor during his/her absence to maintain agency client service activities for more than eight (8) hours per week shall be compensated at the Supervisory pay grade. They shall be placed at the step in the higher pay grade that is the same as their current step.

ARTICLE 36 CONTINUING EDUCATION

A. Tuition for required work related seminars or other training programs shall be at the expense of the County.

B. Members of the Bargaining Unit will have \$200 designated per nurse per year for tuition and continuing education reimbursement. The designated \$200 per nurse may also be used to purchase educational materials, audio tapes used for continuing education or to purchase books subject to the approval provisions of this article.

C. Continuing education opportunities will be provided by the employer in order for the nurse to maintain his/her license.

ARTICLE 37 BUSINESS TRAVEL

A. The County shall pay reasonable and necessary travel and subsistence expenses incurred by employees incident to their attendance at work related conferences, seminars, training programs, etc., which the County requires employees to attend. The County shall also pay mileage to employees required to use their personal vehicles in the Performance of County business. Mileage reimbursement amount shall be as designated by the Board of Commissioners.

B. The amount of travel, subsistence and mileage subject to payment by the County, the documentation required in support thereof, and the procedure to be utilized in obtaining advance approval of the County for incurring same, shall be in accordance with the County's travel and reimbursement policies in effect for non-bargained for staff as of the date the employee incurs the expense.

C. In the event of a car accident or mechanical breakdown while on working time, the nurse involved shall be granted a reasonable time off as determined by the County. Transportation will be provided by the County to transport the nurses from the site if necessary.

ARTICLE 38

LOUNGE, PARKING, PHYSICAL EXAMINATION and SAFETY

- A. Lounge. The Employer shall provide an employee lounge and eating area.
- B. Parking. The Employer agrees to provide free parking for employees, when available, in parking lots owned and operated by Jackson County.
- C. Physical Examinations. The Employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave in excess of three (3) days which shall be the employee's responsibility.
- D. Safety. The Employer will make reasonable efforts to provide a healthy and safe work environment and will remediate any condition which is determined not to be healthy and safe. Employees who have health and safety concerns are to submit their concerns in writing to their supervisor, department head and Human Resources.

The County will purchase up to four (4) portable cellular telephones to be used on an as needed basis per the request by the field nurse or the nurse in an off site clinic to their supervisor.

ARTICLE 39 NOTICE OF RESIGNATION OR RETIREMENT

Employees wishing to resign from the employment of the County shall give two (2) weeks notice of their intent to resign to the Employer. Employees wishing to retire from employment with the County shall, when possible, give ninety (90) calendar days written notice of the intent to retire to the Health Department and to the County Human Resources Department.

ARTICLE 40 BULLETIN BOARD

The Jackson County Health Department shall provide a bulletin board at a mutually agreeable location for the Staff Council.

ARTICLE 41 AMERICANS WITH DISABILITIES ACT

The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee and is not subject to the grievance procedure.

**ARTICLE 42
FAMILY AND MEDICAL LEAVE ACT**

The parties agree to adhere to the provisions of the Family and Medical Leave Act.

**ARTICLE 43
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter of collective bargaining. This Agreement constitutes the sole and entire Agreement between the parties with respect to rates of pay, wages, hours of work and other conditions of employment which shall prevail during the term of this Agreement. The Employer and the Association 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 matter referred to or covered in this Agreement, or with respect to any matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the contract.

This contract is subject to amendment, alteration or additions only by written agreement between and executed by the Association and the Employer. The waiver of any breach, term or condition or the Agreement by either party shall not constitute a precedent in the future enforcement of its terms or conditions.

**ARTICLE 44
CONFORMANCE TO LAW**

The parties recognize this Agreement is subject to the constitutions and laws of the United States and the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, they shall be deemed modified or invalid only to the extent necessary so that they will comply with the applicable provisions of any such law. All other provisions shall continue in full force and effect.

**ARTICLE 45
PROFESSIONAL LIABILITY**

The Employer agrees to indemnify an Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by an Employee in connection with the defense of any civil action alleging professional

malpractice by the Employee while the Employee was acting within the course and scope of her employment, provided the Employee acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interests of the Employer, except the foregoing shall not apply to the following:

1. Any action in which the Employee is determined to have been guilty of intentional misconduct or gross negligence.
2. Any action in which the Employee shall have failed to notify the Employer of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall not have been prejudiced by reason of the failure to give notice or to cooperate.
3. Any expenses or amounts paid in settlement to the extent covered by professional liability or other insurance carried by the Employer, the Employee or any third party.

An Employee shall promptly notify the Employer of any claims which Employee believes are subject to this indemnification provision. Employer shall have the right to compromise or defend any such claim at its own expense and by its counsel.

ARTICLE 46 COPY OF AGREEMENT

The Employer agrees to provide a copy of this Agreement to each employee employed by it during the term of this Agreement. The cost of reproduction shall be split evenly between MNA and the County.

**ARTICLE 47
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from the date of execution by both Association and the County until December 31, 2011 and thereafter for successive periods of one year unless either party shall, between the 120th and the 90th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating this entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment, or a continuance is agreed upon in writing.

IN WITNESS WHEREOF, the parties hereto execute this Agreement this 16th day of March, 2010.

MICHIGAN NURSES ASSOCIATION,
JACKSON COUNTY HEALTH DEPARTMENT
PROFESSIONAL NURSE COUNCIL:

COUNTY OF JACKSON:

Chair, Board of Commissioners

Chair, Personnel & Finance

MICHIGAN NURSES ASSOCIATION
JOB TITLES

Grade 12

Public Health Nurse

Grade 13

Reproductive Health Nurse Practitioner

2010 - 2011 MNA WAGE RATES

Grade 12

	Hire Rate	3 Year	5 Year	10 Year	15 Year
Yearly	45,173	48,625	51,206	51,974	52,754
Bi-Week	1,737.42	1,870.19	1,969.47	1,999.01	2,028.99
Hourly	21.72	23.38	24.62	24.99	25.36

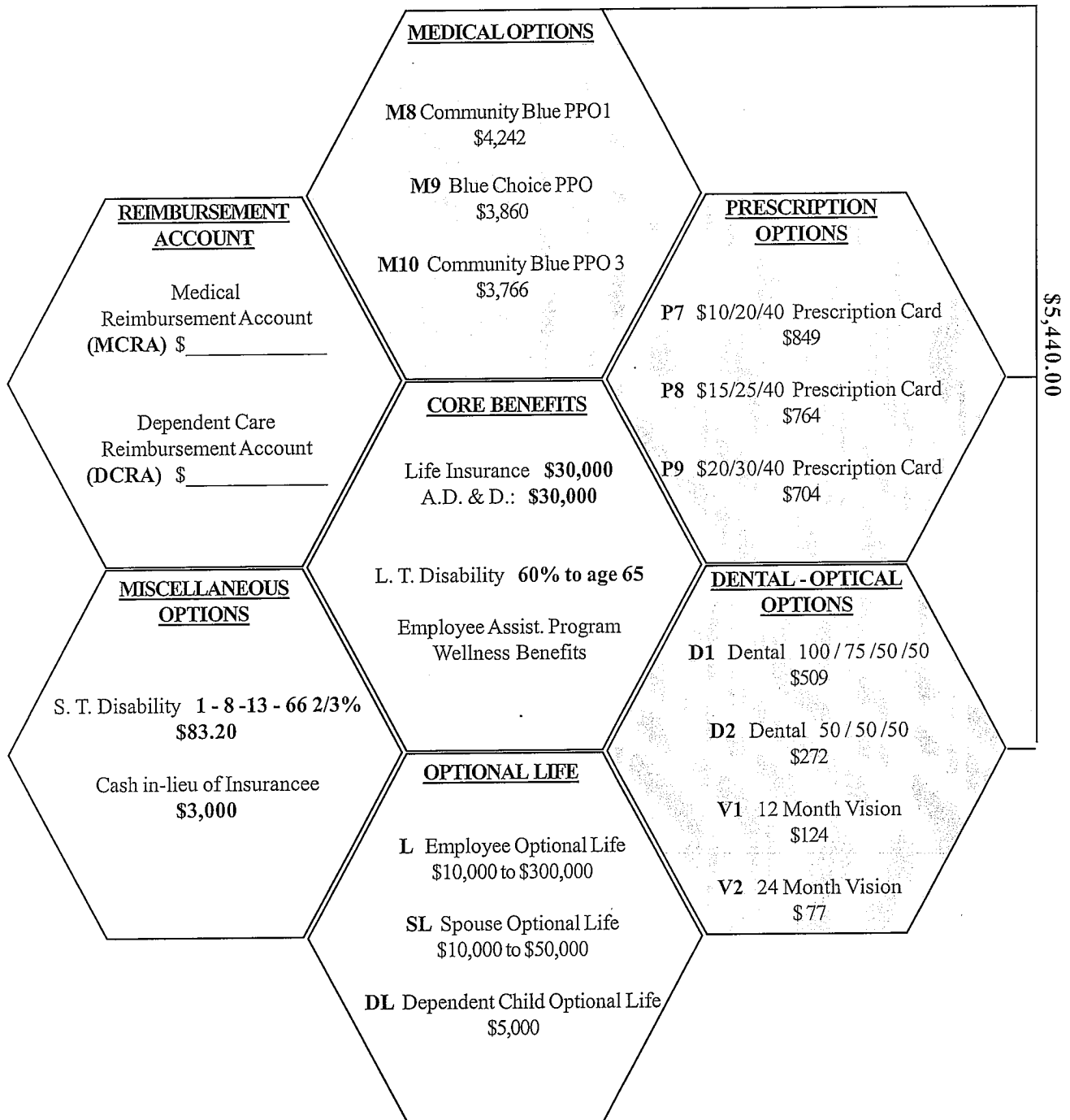
Grade 13

	Hire Rate	3 Year	5 Year	10 Year	15 Year
Yearly	48,154	51,835	54,585	55,404	56,235
Bi-Week	1852.10	1,993.64	2,099.42	2,130.92	2,162.88
Hourly	23.15	24.92	26.24	26.64	27.04

Individualized Benefit Plan

IBP DOLLARS ALLOWABLE - \$5,440

NOTE: If Opting Out of Medical Benefits, \$3,000 IBP Dollars Are Available For Additional Benefits or Cash



Planning for Tomorrow