

**AGREEMENT**

**BETWEEN**

**MUSKEGON COUNTY BOARD OF COMMISSIONERS**

**AND**

**MICHIGAN NURSES ASSOCIATION**

**AUGUST 21, 2007, THROUGH SEPTEMBER 30, 2010**

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**AGREEMENT**

**THIS AGREEMENT** is entered into this 21st day of August, 2007, by and between Muskegon County, hereinafter called the "Employer" or "County" and the Michigan Nurses Association, hereinafter called the "Association," and the Association's affiliate, the Muskegon County Health Department Nurses, hereinafter called the "Nurses Staff Council."

**PURPOSE**

Section 1.1

Purpose

**THIS AGREEMENT**, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment. The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

**RECOGNITION**

Section 2.1

Collective Bargaining Unit

The County hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan, for all employees employed by the County in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees employed in the Muskegon County Health Department in the classification of Public Health Nurse but excluding all managerial, supervisory and confidential employees and all other employees.

Section 2.2

Definition of Employee Status

The following definitions apply to this Agreement:

- A. Employee - A person legally appointed and occupying a position in County service within the bargaining unit.

- B. Full-time Employee - A represented employee appointed to a position which requires the services of an employee forty (40) hours per week for a continuous period exceeding ninety (90) calendar days.
- C. Part-time Employee - A represented employee appointed to a position which requires the services of an employee for twenty-four (24) hours per week for a continuous period exceeding ninety (90) calendar days.
- D. Permanent Employee - A represented employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee - A non-represented employee appointed as a new hire to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
- F. Hourly Employees - A non-represented employee appointed to a position which will require the services of an incumbent for less than twenty-four (24) hours per week, regardless of the number of days worked.
- G. Position - A group of currently assigned duties and responsibilities requiring the employment of one (1) person. A position may be occupied or vacant at any given time.

### Section 2.3

### Association Membership

The nurses covered by this Agreement who are presently members of the Association and Nurses Staff Council, shall, as a condition of continued employment, remain members of the Association and Nurses 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 Nurses Staff Council shall, as a condition of continued employment, become and remain members thereof within thirty-one (31) days of execution of this Agreement.

Employees newly hired, rehired, reinstated or transferred into the bargaining unit after the date of execution of this Agreement shall be required, as a condition of continued employment, after the end of sixty (60) days of employment and, except as otherwise provided in this article, to become and remain members of the Association and Nurses Staff Council during the term of this Agreement.

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



to the amount of Association membership dues as a condition of continued employment.

Section 2.4      Procedures for Enforcing Association Security

An employee who fails to comply with the provisions set forth in Section 2.3 above shall be terminated according to the procedure outlined below:

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 her/his 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. If the employee has not tendered her/his dues within the thirty (30) days specified, the Association shall then 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 Association of payment. In the event she/he is rehired, she/he will be considered a new employee for all purposes.

Section 2.5      Payroll Deduction for Association Dues

During the term of this Agreement and to the extent permitted by the law of the applicable jurisdiction, the County agrees to deduct, on a monthly basis, Association membership dues and assessments uniformly levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes and files with the County a proper checkoff authorization form.

The Association shall supply the employees with a checkoff authorization form approved by the County and shall transmit such checkoff authorization form to the payroll office of the County. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

Association membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Association dues and assessments shall be remitted directly to the Association by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

The County shall forward to the Membership Department of the Association, within ten (10) days following deduction, a sum equal to the total deductions for the Association membership dues. All dues so deducted will be forwarded to the Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan 48864.

The Association shall notify the County, in writing, of the proper amount of Association membership dues and any subsequent changes in such amounts.

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

Section 2.6

Indemnification

The Association agrees to indemnify and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, suits, or other forms of liability arising under or pursuant to the provisions of this Article.

**MANAGEMENT'S RIGHTS**

Section 3.1

Management's Rights

Except as otherwise provided, the Employer retains the sole and exclusive right to manage and operate the Health Department in all 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 determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and activities to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; provided, however, that these rights shall not be exercised in violation of any provisions of the Agreement.

Except as otherwise provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skills; to determine reasonable work loads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any provisions of this Agreement.

The Employer reserves the right to publish and enforce from time to time work rules, policies, procedures and regulations. The Union agrees that the presently established rules, regulations, policies and procedures shall remain in effect.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not limited by this Agreement.

### NO STRIKE

#### Section 4.1

#### No Strike

The parties mutually recognize that the services performed by the employees covered by this Agreement are essential to public health, safety, and welfare. Therefore, the Association agrees that neither it nor its officers, representatives, members, or the employees it represents shall, for any reason whatsoever, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the Health Department's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Health Department. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Health Department's buildings or premises or any other location where employees covered by this Agreement are expected to work. Any employee who violates the above provisions shall be subject to discipline up to and including discharge.

### ASSOCIATION REPRESENTATION

#### Section 5.1

#### Nurses' Staff Council

The Nurses Staff Council is the established and recognized local functioning unit of the Michigan Nurses Association at the Muskegon County Health Department. On behalf of the 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.

#### Section 5.2

#### Grievance Committee

The Association shall be represented in grievances by members of the Grievance Committee. The Committee shall be composed of two (2) members of the County Health Department Nurses' Staff Council and shall be chosen by the nurses. The Nurses' Staff Council shall keep the County informed in writing of the names of members of this Committee. The Grievance Committee shall not lose time or pay for authorized time spent in grievance meetings during regular working hours.

Section 5.3

Negotiating Committee

The Association shall be represented in negotiations and special conferences by members of the Negotiation Committee. The Committee shall be composed of two (2) members of the County Health Department Nurses' Staff Council and shall be chosen by the nurses. The Nurses' Staff Council shall keep the County informed in writing of the names of members of this Committee. The Negotiation Committee shall not lose time or pay for authorized time spent in negotiation or special conference meetings during regular working hours.

**SPECIAL CONFERENCES**

Section 6.1

Notice of Special Conferences

Special conferences for important matters may be arranged by mutual consent of the parties.

Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda may be amended at the special conference with mutual consent between the Association and the Employer.

Section 6.2

Scheduling of Special Conferences

Special conferences shall occur within fourteen (14) calendar days of the mutual consent. The time limit may be extended by mutual agreement of the parties when there is a schedule conflict.

Section 6.3

Special Conference Meetings

Special conference meetings shall be attended by two (2) representatives of the Staff Council and the Association representative and two (2) representatives of the Employer. Additional persons may attend with mutual agreement of the parties.

Matters taken up in special conferences shall be confined to those included in the agenda.

The members of the Association shall not lose time or pay for time spent in such special conferences, if held during normal working hours.

An informational summary of the Special Conference will be prepared by those in attendance and posted in the Health Department.

## SENIORITY

### Section 7.1 Definition of Seniority and Probationary Status

Bargaining unit seniority shall be defined as the total number of regular hours paid with the County commencing from the employee's most recent date of hire. Two thousand eighty (2080) hours equals one year of service for purposes of seniority. New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment. When an employee completes the probationary period, she/he shall be entered on the seniority list of the unit. The employer has the right to discharge a probationary employee without just cause. The probationary period may be extended an additional six (6) months for any probationary employee by mutual agreement of the Employer and the Association. The Association shall represent probationary employees only for the purpose of collective bargaining in respect to wages and hours of employment. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

### Section 7.2 Termination of Seniority

Seniority shall be defined as above, but an employee shall cease to have seniority and is no longer employed if:

- A. She/he quits.
- B. She/he is discharged for just cause.
- C. She/he is absent from work for a period of three (3) consecutive work days without notification.
- D. If she/he fails to give two (2) weeks notification of her/his intent to return to work earlier than the scheduled expiration of a leave of absence, or if she/he does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. She/he gives a false reason for a leave of absence.
- F. She/he fails to return after being recalled from lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of one (1) year or the length of her/his seniority, whichever is less.
- H. She/he retires under the County retirement system.
- I. If he/she fails to return at the expiration of a leave of absence, which shall not exceed six (6) calendar months.

Employees promoted or transferred from the bargaining unit shall not retain seniority within the bargaining unit.

Section 7.3

Seniority List

The Health Department will maintain a seniority list including name and total regular hours paid. This list will be updated semi-annually and be provided to the Staff Council Chairperson within two (2) weeks of a written request.

Section 7.4

Benefit Anniversary Date

This section shall be used to determine eligibility for retirement and other fringe benefits.

A. For Retirement Benefits

1. An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six-hour days per month.
2. An employee shall be eligible to receive retirement benefits when she/he has reached age sixty (60) and has completed at least ten (10) years of service with the County of Muskegon, subject to the rules of the Municipal Employees Retirement System (MERS).
  - a) Length of service shall be computed on the basis of the amount of time the employee has been actually paid by the County payroll or on Worker's Disability Compensation.
  - b) Retirement credit for service with other governmental agencies may be granted subject to the rules of MERS and the approval of the Board of Commissioners.

B. For All Fringe Benefits Based On A Length Of Service

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of County service.
2. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible service unless covered under the following exceptions:

- a) Time spent on military leave from Muskegon County shall be included.
- b) Service recognized by the County when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
- c) Service recognized by the County when it absorbs employees who have been under direct County supervision, but carried on the payroll of another governmental organization for the County's convenience, shall be included.
- d) Service on the County payroll in a non-eligible employment which meets the following criteria shall be included:
  - I) The service shall be immediately preceding eligible County employment.
  - ii) The transition from non-eligible to eligible employment must have been made without a break in service.
  - iii) Official County records must show that the non-eligible service was full-time in nature.

#### HOURS OF WORK AND OVERTIME

##### Section 8.1                      Normal Hours of Work

The normal work week shall consist of a five (5) day, forty (40) hour week. The normal work day shall consist of eight (8) hours beginning at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour unpaid lunch, except where deviation from the above schedule is necessary in order to maintain an efficient operation. The Health Director shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department. Whenever it becomes necessary to change the starting and ending hours of daily work for any employee, the employee shall still be required to complete a forty (40) hour work week.

##### Section 8.2                      Overtime Assignment and Equalization

The Health Director may assign overtime to meet operational needs. Prior approval of overtime hours is required from the supervisor or Health Director. Hourly, part-time and temporary employees as defined in Section 2.2 shall be used to avoid the assignment of overtime to full-time employees whenever possible.

Employees desiring to work overtime assignments shall sign up for overtime and be placed on an overtime equalization list. When overtime is assigned, it will be assigned to and worked by the person on the list with the least number of overtime hours who meets the assignment qualifications. If all hours are equal, the most senior employee who meets the assignment qualifications shall be entitled to work. The equalization list shall be renewed each six (6) months.

If no employees sign up for overtime, a rotation list shall be maintained by the Health Department. Employees shall be placed on the list in order of seniority. The least senior person on the list who meets the assignment qualifications shall receive and be required to work the overtime assignment. Having worked the assignment, the first employee would be moved to the bottom of the list.

Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.

#### Section 8.3                      Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base hourly rate for full-time employees for all hours worked in excess of forty (40) hours per week. Part-time employees as defined in Section 2.2, working hours in excess of that required of full-time employees shall also be eligible for overtime payment. Paid holidays shall be counted as time worked when determining eligibility for overtime payment.

#### Section 8.4                      Minimum Call-In

Employees eligible for overtime payment who are called in to work on a regularly scheduled day off or who are called back to work after having left work from their regular shift, shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. Employees required to work in excess of the minimum call-in time shall be paid for time worked at the appropriate rates. This section shall not apply where an employee is required to begin her/his shift early.

#### Section 8.5                      Inclement Weather

Building closure shall be in accordance with the Building Closure Procedure.



## SICK LEAVE

### Section 9.1                      Definition of Sick Leave

Sick leave is an absence from work for purposes of illness or injury for which the employee who has completed the six (6) continuous months of County Service is paid just as if she/he were at work, subject to the employee's sick leave accumulations and other provisions of this Section.

### Section 9.2                      Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

| Years of Service | Days Sick Leave Earned |              | Maximum Sick Leave Accumulation |
|------------------|------------------------|--------------|---------------------------------|
|                  | Per Pay Period         | In 12 Months |                                 |
| 0 - 10           | .4615                  | 12           | Unlimited                       |
| 10               | .6923                  | 18           | Unlimited                       |

Eligible employees whose appointments are for more than ninety days (90) but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

For employees hired on or after the execution date of the contract, August 21, 2007, employees shall accumulate sick leave at the rate of ten (10) sick leave days per year. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .385 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred and eighty (180) days of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

### Section 9.3                      Sick Leave Use Limitations

Sick Leave accumulations may be used only with the permission of the Health Director. This provision shall apply to all other sections of this plan.

The Health Director shall be responsible for reviewing employee requests for Sick Leave and determining their validity. She/he shall refuse to allow use of Sick Leave when, in her/his judgment, there is insufficient evidence to support the employee's claim, or where she/he believes that the employee has not exercised reasonable effort to promptly notify the Department of her/his absence. The Department

Head may require an employee to submit a physician's statement in order to justify the use of Sick Leave.

Employees should whenever possible, notify their supervisor that they will be unable to work before their normal work day begins, in any case, not later than one-half hour after the working day begins.

Sick Leave shall not normally be granted for a period of more than three (3) successive work days unless the employee submits a statement from her/his physician to the Health Director, that the Sick Leave is necessary.

Sick Leave may not be used before it is earned, nor before an employee has six (6) continuous months of County service.

#### Section 9.4

#### Use of Sick Leave

Sick Leave may be used for the following purposes:

- A. Personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Medical and dental examinations or treatment.
- D. The care of the employee's ill minor dependent children, spouse, or parent if the employee is the only person available to render such care. Such usage should not exceed two (2) days for any one illness.
- E. To supplement Workmen's Compensation payments.

#### Section 9.5 Payment for Unused Accumulated Sick Leave

Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, not to exceed one hundred eighty (180) days. Payment shall be based on the rate the employee is earning at the time of separation.

For employees hired on or after the execution date of the contract, August 21, 2007, payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, up to ninety (90) days

[maximum payout - sixty-seven and one-half (67½) days] Payment shall be based on the rate the employee is earning at the time of separation.

Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (½) pay for all unused accumulated Sick Leave, not to exceed one hundred eighty (180) days. Payment shall be based on the rate the employee is earning at the time of separation.

For employees hired on or after the execution date of the contract, August 21, 2007, payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout - forty-five (45) days] Payment shall be based on the rate the employee is earning at the time of separation.

Section 9.6 Effect of Sick Leave on Annual and Sick Leave

Employees on Sick Leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.

If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee, and if such Sick Leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's Sick Leave accumulation, instead of from his Annual Leave accumulation.

Legal Holidays which are counted as days off with pay by the County shall not be deducted from an employee's Sick Leave accumulation when they fall during a period of Sick Leave usage.

Section 9.7 Effect of Leaves of Absence Without Pay on Sick Leave

Employees shall not accumulate or use Sick Leave while on Leaves of Absence Without Pay.

Section 9.8 Effect of Bereavement Leave on Sick Leave

Employees who are given permission to use Bereavement Leave during a period of approved Sick Leave usage shall not have the time spent on Bereavement Leave deducted from their Sick Leave accumulation.

## ANNUAL LEAVE

### Section 10.1

### Annual Leave Accumulation

Leave shall be earned and accumulated per pay period according to the following chart:

| Years Service | Annual Accumulation | Days Per Pay | Maximum Accumulation* |
|---------------|---------------------|--------------|-----------------------|
| 1 - 5         | 13 Days**           | .500         | 26                    |
| 6 - 10        | 16 Days             | .615         | 32                    |
| 11 - 15       | 19 Days             | .731         | 38                    |
| 16            | 20 Days             | .769         | 40                    |
| 17            | 21 Days             | .808         | 42                    |
| 18            | 22 Days             | .846         | 44                    |
| 19            | 23 Days             | .885         | 46                    |
| 20            | 24 Days             | .923         | 48                    |

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

\*\*For the purpose of this schedule a day is defined as eight (8) hours pay at the employee's regular base rate.

For employees hired on or after the execution date of the contract, August 21, 2007, Annual Leave shall be earned and accumulated per pay period according to the following chart:

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

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

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

Section 10.2

Vacation Scheduling

Employees may elect to take either a split or complete vacation period. Vacations are subject to departmental personnel complement required to effectively staff a department. On December 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of February through May. On April 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of June through September. On August 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of October through January. The notice will be removed on the 15th of each posting month (December, April, and August) and scheduled by the end of the posting month. Employees will be able to take their vacations accordingly subject to the other provisions of this Section.

Should two (2) or more employees in the same unit, with similar duties, select the same vacation period, the desire of the employee with the higher seniority shall be given preference. The request of the second employee will be considered based on the circumstances of the department. Vacation requests received at times other than the normal posting periods will be considered on a first come, first

served basis. In all cases approval of the Department Head is necessary. Vacation 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. Of necessity, the welfare and convenience of the Employer and the continuation of the services of the Health Department must be the foremost consideration in allowing Annual Leave.

Section 10.3                      Vacation Eligibility

No employee shall be entitled to any vacation or pay therefore, until she/he has been on the payroll for a continuous period of at least six (6) months. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section A above. Vacation with pay will not be granted before vacation time has been earned.

Section 10.4                      Termination

Any employee who terminates County employment shall be paid for her/his accumulated vacation days at the rate of pay currently being received by said employees, providing two (2) weeks notice of separation has been given and worked out.

Section 10.5                      Effect of Sick Leave on Annual Leave

Employees on Sick Leave (with pay) shall continue to accumulate Annual Leave just as if they were on the job.

If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee and if such Sick Leave is documented by a physician's written statement to the Department Head's satisfaction, such time may be deducted from the employee's Sick Leave accumulation instead of from her/his Annual Leave accumulation.

Section 10.6                      Effect of Bereavement Leave on Annual Leave

If an employee has reason to use Bereavement Leave during a period of Annual Leave usage, and such Bereavement Leave is documented to the Department Head's satisfaction, such time may be considered as Bereavement Leave instead of deducted from the employee's Annual Leave accumulation.

Section 10.7                      Effect of Paid Legal Holidays on Annual Leave

Legal Holidays, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

Section 10.8 Effect of Leaves of Absence Without Pay on Annual Leave

Employees shall not accumulate Annual Leave while on Leaves of Absences Without Pay.

**BEREAVEMENT LEAVE**

Section 11.1 Definition of Bereavement Leave

Bereavement Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if she/he were at work, because the reason for the absence is the death of a member of her/his immediate family or household as described by the following provisions of this plan. The deceased must bear one of the following relationships to the employee. (Whether the relationship is natural, adoptive, step or foster in nature.)

|                 |                             |
|-----------------|-----------------------------|
| Spouse          | Spouse's Grandparent        |
| Child           | Brother-in-law              |
| Parent          | Sister-in-law               |
| Guardian        | Son-in-law                  |
| Grandparent     | Daughter-in-law             |
| Brother         | Member of the employee's    |
| Sister          | household which is the      |
| Grandchild      | deceased's residence at the |
| Spouse's Parent | time of death               |

Section 11.2 Eligibility for Bereavement Leave Use

To be eligible for bereavement leave, employees must have completed their probationary period.

Section 11.3 Use of Bereavement Leave

1. Bereavement Leave may be used only with the permission of the Health Director.
2. Permission to use Bereavement Leave must be secured before the Bereavement Leave is paid.
3. The length of Bereavement Leave shall be at the discretion of the Health Director, depending on the relationship of the employee to the deceased and the geographical location of the funeral, but in no case shall leave for one death be longer than three consecutive working days.

Section 11.4      Effect of Bereavement Leave on Sick Leave and Annual Leave Accumulations

Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Annual Leave accumulation or Sick Leave accumulation.

Section 11.5                      Military Funerals

One day with pay may be granted to attend a military funeral in which the employee is an official participant.

Section 11.6      Use of Sick Leave for Bereavement Leave

Use of up to three days Sick Leave may be granted by the Health Director, in addition to the other provisions of this rule, in cases which require lengthy travel. The need for additional time off must be documented to the Health Director's satisfaction.

**COURT APPEARANCE LEAVE DURING SCHEDULED WORKING TIME**

Section 12.1                      Definition

Court appearance leave is an absence from work during scheduled working time, for which the employee is paid, as if she/he were at work, if the absence is caused by the employee being subpoenaed as a witness to appear in Court.

Section 12.2                      Eligibility

Only those employees who are subpoenaed or ordered to appear in Court during their regular working hours will be eligible to use Court appearance leave. Employees who appear in Court as volunteer witnesses or who appear on their own behalf will not be eligible to use this type of leave.

Employees requesting the use of Court Appearance Leave must show proof of subpoena and will be required to deposit all witness fees, less mileage payments, with the County Treasurer. To be eligible for such paid leave, employees must have seniority status.

Section 12.3      Effect of Court Appearance Leave on Annual and Sick Leave

Employees on Court appearance leave will continue to accumulate sick leave and annual leave as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations while on approved Court appearance leave.



**COURT APPEARANCE LEAVE DURING NON-SCHEDULED WORKING TIME**

Section 13.1

Definition

This refers to the appearance in Court during non-scheduled working time by County employees whose presence in Court at this time is required because of their County position.

Section 13.2

Method of Payment

The Court appearance must be verified in writing by the Court involved. If the employee is in a classification which is eligible for overtime compensation, such compensation shall be made at the rate of time and one-half (1-1/2) for all time spent in Court, with a guarantee of a minimum of two hours compensation per day.

**JURY DUTY LEAVE**

Section 14.1

Definition

Jury duty leave is an absence from work for which the employee is paid, as if she/he were at work, if the absence is caused by the employee being ordered to serve as a juror.

Section 14.2

Eligibility

Employees requesting the use of jury duty leave must show proof of being drawn for jury duty and will be paid the difference between the amount of wages the employee would have earned during straight time hours for County on each day of jury duty and the daily jury duty fee paid by the courts, exclusive of any travel or expense allowances. Employees excused from jury duty in excess of one hour prior to the end of their shift are expected to return immediately to their County duties.

Section 14.3

Effect of Jury Duty Leave on Annual and Sick Leave

Employees on jury duty leave will continue to accumulate sick leave and annual leave, as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations for the time spent on jury duty leave.

**PERSONAL DAY**

Section 15.1

Personal Day

Effective the first full pay period following January 1<sup>st</sup> of each contract year, each eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave

days are not accruable and must be taken before the start of the next full pay period following January 1<sup>st</sup> of the next year. Such days may be taken at any time provided the employee requests the day five (5) working days in advance and obtains approval of the supervisor.

## HOLIDAYS

### Section 16.1                      Recognized Holidays

The following days shall be recognized as holidays:

|                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Veterans Day           |
| Washington's Birthday | Thanksgiving Day       |
| Good Friday           | Day after Thanksgiving |
| Memorial Day          | Christmas Eve          |
| Independence Day      | Christmas Day          |
| Labor Day             | New Year's Eve         |

Effective in 2008, the following days shall be recognized as holidays:

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

### Section 16.2                      Holiday Occurring on Payday

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

### Section 16.3                      Designated Holidays

If the holiday falls on Sunday, the following day, Monday, shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed.

### Section 16.4                      Effect of Holidays on Sick and Annual Leave

Holidays falling within a period when an employee is on paid sick leave or annual leave, shall be counted as the holiday off and shall not be deducted from the employee's sick leave or annual leave accumulation.

### Section 16.5                      Pro Rata for Part-Time Employees

A part-time employee, whether or not she/he is scheduled to work on the day the holiday happens to fall, shall receive holiday pay

prorated on the basis of the number of hours she/he normally works in a regular week in comparison to forty (40) hours.

Section 16.6

Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work her/his last scheduled day before and her/his first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as she/he has accumulated sick leave or vacation time. Employees required to work the holiday shall be paid at the rate of time and one-half (1-1/2) for hours worked on the holiday.

**MILITARY LEAVE**

Section 17.1

Military Leave

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

**LEAVES OF ABSENCE WITHOUT PAY**

Section 18.1

Definition of Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of time off from work, without pay, which has been approved by the Health Director or designee. All time, for which a full time County employee is to be continued as an employee, but not paid, shall be considered as a leave of absence without pay, whether it be one day or the maximum time allowable under the reason for the leave.

The fact that a Leave is possible under this contract does not mean that the requested Leave must be granted. A Leave of Absence deprives the Health Department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County Service must be the determining factors in whether such leaves are granted or not.

In granting an employee a leave of absence without pay, the Department Head makes a commitment to allow the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when she/he went on leave. Any

substitutes hired to fill in for employees on leaves of absence without pay, should be hired accordingly.

When granted a leave of absence without pay, the employee is committed to return to work at the end of the leave.

During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate, as long as the temporary employee meets the minimum qualifications of a Public Health Nurse. The filling of this position will not be subject to Section 24.1, Filling of Vacancies. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

The leave of absence will expire based on the type of leave specified in Section 18.3.

Section 18.2                      Effect of Leaves Without Pay

During a leave of absence without pay, the employee:

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

leave of absence without pay, the employee's group life insurance coverage is terminated regardless of the six months limitation.

Section 18.3                      Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned sick leave with pay.
  - 1. To be used when the employee has exhausted her/his accumulations of earned sick leave with pay and earned annual leave.
  - 2. Not to exceed sixty (60) calendar days for any one leave but may be renewed.
  - 3. To be granted only on the written recommendations of the employee's physician.
  - 4. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a leave is requested, it must be granted, except no more than two leaves may be granted for the purpose of running for elected office in any one calendar year and each leave must not be less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay) as covered in Rule 8, Disciplinary Actions.
- E. To cover time off for educational purposes where such educational training is directly related to the employee's present or future duties as a County employee, not to exceed one hundred twenty (120) days.
- F. To cover time off for personal reasons not to exceed sixty (60) days for any one leave, but may be renewed.

Section 18.4                      Return from a Leave Without Pay

When an employee returns from a leave of absence without pay, the employee's Department Head must submit a Personnel Action form to the Human Resources Department before the employee can be returned to the payroll.

If an employee fails to return to County employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the employee must submit a resignation from County Service. Failure to contact the Health Director or designee at the end of the leave shall be grounds for labeling the separation a voluntary resignation from County service.

**FAMILY MEDICAL LEAVE ACT**

Section 19.1                      Family Medical Leave Act

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Section 10, Annual Leave; Section 9, Sick Leave; and Section 18, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

**LAYOFF**

Section 20.1                      Notice of Layoff

In the event there is a reduction in personnel, layoffs will be by position and classification. The Employer will notify the Association in writing, fifteen (15) days prior to the anticipated date of any layoffs within the bargaining unit.

Section 20.2                      Order of Layoff

Employees whose positions have been deleted and subject to layoff may exercise their bargaining unit seniority for bumping purposes as follows:



calendar days from the date of recall notification. If an employee fails to notify the Human Resources Director of her/his decisions, within the aforesaid three (3) work day period, or notifies the Human Resources Director that she/he will not return to work the for the County or fails to report on the date specified, the employee shall be considered as having voluntarily quit.

## GRIEVANCE AND ARBITRATION PROCEDURE

### Section 22.1

#### Definition

A grievance is defined as and limited to an alleged violation of the specific section or paragraph of this Agreement. If any grievance arises there shall be not stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the grievance procedure stated in this contract.

### Section 22.2

#### Time Limits

The time limits for filing all grievances shall be five (5) days from the date of the occurrence of the alleged grievance or from the date the aggrieved knew of the cause for complaint. The time limits specified herein for movement of grievances through the process shall be strictly adhered to. In the event that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event the Employer should fail to supply the Association with its answer to the particular step within the specified time limits, the grievance will be positioned for movement to the next step if processed by the Association. All specified time limits herein shall consist only of County work days Monday through Friday, but excluding holidays. Time limits may be extended only by mutual agreement of the parties. Discharge grievances shall be filed at Step 3 of the Grievance Procedure.

### Section 22.3

#### Grievance Procedure

#### Step 1

The employee and the Association may submit a written grievance on the matter to the immediate supervisor within five (5) days of the occurrence of the alleged grievance. The written grievance shall be submitted on a form mutually agreed upon by the parties. The written grievance must be signed by the employee and a grievance committee member and receipt acknowledged by the immediate supervisor. A meeting on the grievance will be held upon mutual consent of the parties between the immediate supervisor, a grievance committee member, and the grievant within five (5) days of receipt of the written grievance.



### Step 2

A grievance not settled at Step 1 may be submitted to the Health Director within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the Health Director by written notification within the five (5) days shall be considered settled. A meeting on the grievance will be held upon mutual consent of the parties between the Health Director or his designee, immediate supervisor, a grievance committee member, the grievant and the MNA Labor Representative, if necessary within five (5) days of receipt of the written grievance. The Health Director will give her/his written reply within five (5) days of receipt of the written grievance, or the meeting, whichever is later.

### Step 3

A grievance not settled at Step 2 may be submitted to the Human Resources Director within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the Human Resources Director by written notification within the five (5) days shall be considered settled. The Human Resources Director will give her/his written reply within ten (10) days of the receipt of the grievance.

### Step 4

A grievance not settled at Step 3 may be submitted by the Association to final and binding arbitration. Within thirty (30) days of the date of the receipt of the written reply from Step 3, the Association shall request from the American Arbitration Association (AAA) a list of arbitrators in accordance with the rules of AAA. A copy of the Association's arbitration request shall be forwarded to the Human Resources Director. Any grievance not submitted to AAA by written notification within the thirty (30) days shall be considered settled. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

## Section 22.4

### Arbitration Procedure

At the time of the arbitration hearing, both the Employer and Association have the right to examine and cross-examine witnesses. Upon request of the Employer, the Association, or the arbitrator, a transcript of the hearing shall be made. The cost of the transcript shall be borne by the party making the request. Either party may make a tape recording of the hearing. At the close of the hearing, the arbitrator shall afford the Employer and the Association a reasonable opportunity to furnish briefs, if it is the desire of either party.

## Section 22.5

### Power of Arbitrator

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate. Decisions reached by the arbitrator shall be final and binding upon the Association, Nurse Staff Council, Association and Staff Council members, employees, and the Employer.

## MAINTENANCE OF DISCIPLINE

### Section 23.1

#### Work Rules

Employees will be required to abide by the work rules established from time to time by the County and/or the Health Department. Copies of these work rules and penalties and any changes therein for their violation will be made available to the Nurses' Staff Council. A copy of the Muskegon County Personnel Rules shall be kept in the Pharmacy work area at the Health Department.

### Section 23.2

#### Disciplinary Actions

Disciplinary action or measures shall include the following:

- A. Written Oral Warning
- B. Written Reprimand
- C. Suspension Without Pay
- D. Discharge

Such discipline may be at either A, B, C, or D depending on the severity of the offense and the circumstances involved. Employees having successfully completed their probationary period shall be disciplined or discharged for just cause.

Such discipline may become a subject for the grievance procedure. Disciplinary action involving discharge shall be promptly reported to an officer of the Nurse's Staff Council.

When a meeting is held with the employee concerning a disciplinary action, the employee has the right to chairperson or Nurses Staff Council representation at said meeting. It is the employee's responsibility to request such representation by a grievance committee member. If such representation is requested, a grievance committee member will be requested to attend the meeting.

## FILLING OF VACANCIES

### Section 24.1

#### Filling of Vacancies

The Health Department agrees to post a notice in the employee's staff lounge of vacant nursing positions in the Health Department. Nursing staff are encouraged to submit an application in accordance with the requirements in the notice if they wish to be considered. The Health Department shall set the minimum qualifications for the vacant position indicating such qualifications on the notice. The Health Department shall have the sole and exclusive responsibility for the determination of the qualifications of the vacant position. The award of the vacant position to a current employee who has made application shall be based upon demonstrated capacity and quality of performance.

A systematic consideration of the employee's qualifications, capacity and quality of previous work performance shall be made of the applicants by the Health Department. The vacancy posting and selection process is vested exclusively with the Health Director.

**SALARIES**

Section 25.1

Salaries

The respective salary ranges for represented classification titles shall be as set forth in Appendix A - Salaries.

**LONGEVITY PAY**

Section 26.1

Longevity Pay

A. For employees hired on or before the execution date of the Contract, August 21, 2007, compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous  
Service as of  
December 1  
of each Year

Amount of Payment

5 years

\$250.00

For each completed year  
after 5 years

\$ 50.00 additional to a maximum  
of \$1,250.00

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments.

B. If an employee is not in pay status at the required dates, she/he will be paid a pro rata payment based on hours worked during the period.

**MERIT INCREASES**

Section 27.1

Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings.

## INSURANCES

### Section 28.1                    General Medical Plan Provisions

- A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided below, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.
- B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 29.2 below shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in A above.

### Section 28.2                    Medical Coverage

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this agreement.

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

The plan in effect is:

Muskegon County Medical Plan 2P (POS type).

Plan 2P in-network coverage provisions include the following: office visits (\$10 co-pay); urgent care visits (\$10 co-pay); hospital emergency room (\$25 co-pay); prescription drugs co-pay (\$7 generic drugs; \$12 preferred brand drugs; 50% of cost non-preferred brand drugs).

Each employee enrolled in an Employer provided Medical insurance plan shall pay a ten dollar (\$10.00) per month contribution through regular payroll deduction, which deduction is hereby authorized by this Agreement. Each employee shall be entitled to coverage based upon their eligibility. Employees may elect to have medical contributions made from the employee Section 125 Plan.

Effective at the first of the calendar month, which is not less than sixty (60) days after the execution and signing of this agreement, the contribution rates will apply based on the following schedule:

|      |                                      |
|------|--------------------------------------|
| 2007 | 3% of the monthly premium equivalent |
| 2008 | 5% of the monthly premium equivalent |
| 2009 | 6% of the monthly premium equivalent |
| 2010 | 7% of the monthly premium equivalent |

Section 28.3                              Dental Coverage

For the term of this Contract, the Employer will provide Delta Dental Plan A insurance or coverage at a cost to the Employer not to exceed thirty-five (\$35.00) dollars per subscriber per month.

Section 28.4                              Life Coverage

The Employer shall provide "straight-term" life insurance or coverage for each permanent, full-time employee equal to the employee's annual salary rounded to the next highest thousand dollars or ten thousand dollars (\$10,000), whichever is greater and including provisions for accidental death and dismemberment.

Section 28.5                              Coverage Limitation

Medical, dental, and life insurance or plan coverages will become available and effective for new employees six (6) calendar months after date of hire into a permanent position and upon successful completion of the probationary period.

Section 28.6                              Retirees Coverage

The Employer shall provide medical and dental coverage through insurance or a self-funded plan for individuals who retire under the MERS plan by meeting age and service requirements and go from County employment immediately into retirement, and for individuals who apply to MERS for disability retirement before separation, or within thirty (30) calendar days of their separation from County employment and said application is subsequently approved by MERS. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance programs but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after August 11, 1994.

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

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

For employees hired on or after the execution date of the contract, August 21, 2007, and implementation of the plan by the vendor, the County will provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 2% of gross wages.

Section 28.7                      Worker's Compensation

All employees shall be covered by the applicable worker's compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of or in the course of County employment may have the following option:

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it would provide such employee with her/his regular net salary. If the employee continues on worker's compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 28.8

Additional Costs

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

**BENEFITS FOR PART-TIME EMPLOYEES**

Section 29.1

Benefits for Part-time Employees

Part-time employees shall receive benefits as provided for in this Agreement on a pro-rata basis based upon the hours regularly scheduled to be worked in comparison to forty (40) hours, unless specified otherwise. Benefits are defined for this section to include accumulations of vacation and sick leave, longevity pay, medical insurance premiums, dental insurance premiums, life insurance premiums and cost of living payments.

**ROLE OF THE NURSE**

Section 30.1

Role of the Nurse

Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public Health Nurses participate in the analysis, planning, and treatment of community public health needs. They provide nursing services and epidemiological follow-up to individuals and families at home, at school, at work, in hospitals, clinics, nursing homes, and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of their work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual





## EDUCATIONAL COURSES

This section and the requirement to fund it will be suspended until September 29, 2010.

### Section 32.1                    Request for Educational Course

Any Public Health Nurse employed by the County, who desires to enroll in one or more courses in a nursing degree or certificate program at an accredited educational institution and which the Employer agrees would contribute to the practice and performance of services to the County and contribute to the growth of the employee, and submits in advance of commencing such course or courses, a letter of application to the Employer for reimbursement of fifty percent (50%) of the cost of the tuition.

### Section 32.2                    Letter of Application

The letter of application shall be submitted to the Health Director listing the course or courses to be taken by title and course number along with a short description of the course content, and name of accredited educational institution.

### Section 32.3                    Reimbursement

If the application is approved and upon proof of satisfactory completion (grade "C" or better) of the course or courses, the Nurse shall be reimbursed for the designated expenses within sixty (60) days. The employee must be on the Employer's payroll in good standing at the time the refund is made. If the employee terminates from County employment within two (2) years of the date of completion of the course or courses, the employee must repay the amount of reimbursement for the course or courses to the County.

### Section 32.4                    Reimbursement Limitation

The total funding available for purpose of this Section is limited to \$3,000 for each Health Department fiscal year. Reimbursement for approved course or courses will be provided within this limitation on a first come, first served basis.

## MISCELLANEOUS

### Section 33.1                    Non-Discrimination

The Employer and the Association agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race,

color, religion, sex, age, national origin, height, weight or marital status.

The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Association membership.

Section 33.2                      Supplemental Employment

Supplementary employment is not encouraged, but is permitted under the conditions that the additional employment must in no way conflict with the employee's hours of Health Department employment, must not violate any law or Michigan Department of Public Health regulation, or in quantity or interest conflict in any way with the satisfactory and impartial performance of Health Department duties.

Section 33.3                      Bulletin Board

The Association shall have the right to use a designated bulletin board to announce local, regional, state, and/or national meetings and to otherwise inform its members of matters of occupational and professional interest.

Section 33.4                      Acceptance of Gifts

No employee shall accept loans, gifts, money or goods, services or other preferred arrangements for personal benefit under any circumstances directly involving influence upon the manner in which she/he performs her/his work, makes her/his decisions, or otherwise discharges her/his duties as a County employee.

Section 33.5                      Retirement

During the term of this Agreement, the County agrees to provide to permanent employees except as modified elsewhere in this Agreement, the State of Michigan Municipal Employees' Retirement System plan known as Benefit Program B-3 with F-55(25) rider as described in the Michigan Municipal Employees Retirement Act, with a 2.55% employee contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

For employees hired on or after the execution date of the contract, August 21, 2007, and implementation of the plan by MERS, provide the MERS defined contribution plan with a 2% employer and 2% employee contribution of gross wages.

Section 33.6                      Section 125 Plan

The County shall make available to each qualified employee included in the bargaining unit participation in the County of Muskegon Section 125 Plan on the terms set forth in the plan document for this bargaining unit.

Section 33.7

Mileage

With the execution of this Agreement, employees who are required to furnish their own automobile for the purpose of transacting County business as authorized by the Health Director, shall be compensated at the rate of twenty-two (22) cents per mile. If the Board of County Commissioners, revises the mileage amount for non-bargaining unit employees during the term of this Agreement, the revised amount will be made available at the same time in place of the twenty-two (22) cents per mile rate.

In lieu of mileage, employees may use Health Department pool vehicles for the purpose of transacting County business to the extent such vehicles are available as authorized by the Health Director.

Section 33.8

Professional Meetings

Employees who desire to attend a meeting, workshop or seminar which is likely to improve their competency may submit requests to attend to the Employer. If the employer determines attendance at such meeting is in the best interest of the County, the employer shall approve such request. The County shall grant necessary normal working hours time off without loss of pay per attending meetings so approved and they also provide for reimbursement of necessary out of pocket expenses incurred in such attendance within the limits established by County policy.

Section 33.9

Professional Nursing Practice Committee

A committee composed of two (2) members of the County Health Department Nurses' Staff Council will meet with the Public Health Nursing Director or designee on nursing practice issues as may be arranged by mutual consent of the parties. Either party may request a meeting to discuss the pertinent nursing practice issue. This committee may also be used by mutual agreement to jointly work with management in developing policies and procedures specific to nursing and nursing practice. This committee is not to be used as another forum for grievance, discipline or general labor management relations issues.

Section 33.10

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.

Section 33.11

Validity

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

Section 33.12

Waiver

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

**DURATION**

Section 34.1

Duration


This contract shall be in full force and effect from the date of its execution through September 30, 2010, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to August 1, 2010, or prior to August of the appropriate succeeding twelve (12) months period of their desire to negotiate a new contract. Upon receipt of such written notification, the parties shall arrange to meet promptly and regularly for the purpose of consummating a new contract, or for the purpose of negotiating such amendments or modifications. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the time limits provided for herein and no agreement has been reached on the date this contract expires, such contract shall be extended until such negotiations have been completed and a new contract takes effect.

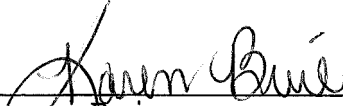
IN WITNESS WHEREOF, the parties have executed this Agreement:

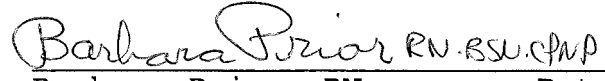
MUSKEGON COUNTY BOARD  
OF COMMISSIONERS

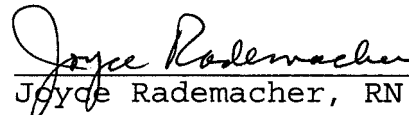
MICHIGAN NURSES ASSOCIATION

  
James Derézinski Date  
Chairperson

  
Florence Baerren Date  
Labor Relations Representative

  
Karen Buie Date  
Muskegon County Clerk

  
Barbara Prior, RN Date  
RN.BSU.CNP 9-10-07

  
Joyce Rademacher, RN Date  
9-5-07

**APPENDIX A**

Effective the first full pay period following January 1, 2007 - increase the hourly rate for each step by 2.5%, as shown below:

| <b>Public Health Nurse</b> |               |               |               |               |               |               |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                            | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
| Hrly                       | 18.80         | 19.69         | 20.63         | 21.63         | 22.69         | 23.80         |

**Wage Rate Table 2008**

Effective the first full pay period following January 1, 2008 - the hourly rate for each step will be increased based upon the change in the September, 2007, index as compared to the September, 2006, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2.5% nor more than 3.25%.

**Wage Rate Table 2009**

Effective the first full pay period following January 1, 2009 - the hourly rate for each step will be increased based upon the change in the September, 2008, index as compared to the September, 2007, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2% nor more than 2.75%.

**Wage Rate Table 2010**

Effective the first full pay period following January 1, 2010 - the hourly rate for each step will be increased based upon the change in the September, 2009, index as compared to the September, 2008, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2% nor more than 2.75%.