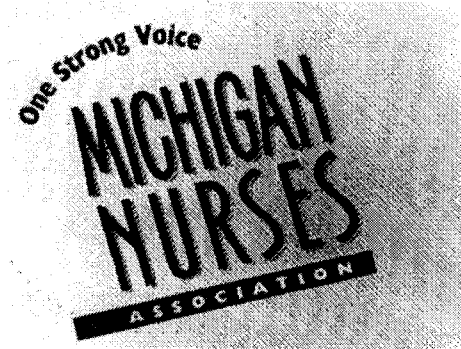


County of Washtenaw
and
Michigan Nurses Association
Unit II



2008 – 2010



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This Agreement, made and entered into this _____ day of _____, 2008, by and between the Washtenaw County Board of Commissioners, herein after termed the Employer and the Michigan Nurses Association, Unit II, hereinafter termed the Association, Witnesseth:

ARTICLE 1–RECOGNITION, SECURITY AND DUES

Section 1. The Board of Commissioners of the County of Washtenaw, Michigan, does hereby recognize the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379 of Public Act of the State of Michigan, for a unit consisting of all employees employed as full-time or regular part-time Registered Professional Nurse Supervisors, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

Washtenaw County Professional Nurse Council, Unit II, consisting of all persons employed by the County of Washtenaw in the classification of Nurse Supervisor.

Section 2. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

Section 3.

- A. All employees in the unit covered by this Agreement shall as a condition of continued employment on the latter of:
 - (1) the thirty-first (31st) day of employment by Washtenaw County in a classification covered by this Agreement, or
 - (2) the thirty-first (31st) day following execution date of this Agreement, either
 - a. be a member of the Association, or
 - b. pay to the Association a monthly service charge in an amount equal to the monthly dues of the Association, the latter is a contribution to the administration of the Agreement.
- B. Failure to comply with the provisions of this Article Section A. shall be cause for the discharge of the employee.
- C. No employee shall be terminated under this Article except as provided below:
 - (1) The Association has first notified the employee by certified mail addressed to the address last known to the Association or the Employer or its agent concerning the delinquency in not tendering the dues or service charge required under this Article with a copy to the Appointment Authority and the Washtenaw County Human Resources Department with notice that unless such dues or service charges are tendered to the Association within fourteen (14) days non-compliance will be reported to the Employer or its agent in writing as provided in Section B above, as cause for termination of employment of said employee.
 - (2) If the employee has not tendered such dues or service charge within the fourteen (14) days specified, the Association shall notify the appointing

authority, the Washtenaw County Human Resources Department and the employee that the Employer direct is designated agent or the appointing authority to terminate the employee within two (2) weeks after receipt of notice. The employee will then be terminated, unless the employee can produce satisfactory evidence from the Michigan Nurses Association of payment.

Section 4. The Employer agrees to deduct from the pay of each employee covered by this Agreement, dues, initiation fees and/or service fees of the Michigan Nurse Association and remit such amount deducted to said MNA for each written authorization signed by such employee allowing such deduction payments to the Association.

Section 5. The Employer will furnish to the Association on a quarterly basis a list of all registered nurse supervisors employed by Washtenaw County and contained within the described bargaining unit. This list will contain the following information:

- (1) the name
- (2) the address
- (3) classification and title
- (4) L.O.A. Status, if any

Section 6. The Association will notify the Employer at least thirty (30) days prior to change in the amount of dues deduction.

ARTICLE 2—EMPLOYER RESPONSIBILITY

Section 1. The employer retains the sole right to manage its business which includes but is not limited to, the right to hire, layoff, assign, transfer and promote employees; to discipline and discharge employees for cause; to determine the starting and quitting time and the number of hours to be worked; to determine the number, location and type of work and determine the number of employees assigned to operations; to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; to establish work schedules; to transfer, promote and demote employees from one classification, department or shift to another; to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; subject only to such regulations; and restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. The right of the Employer and/or the Director of Health Services to make such reasonable rules and regulations, not in conflict with this Agreement, as either may deem best for the purposes of proper and efficient management of the department, to insure a high standard of professional health care and/or which are in the best interests of the community and after advance notice to the Association and the employees, to require compliance therewith by the employees, is recognized.

Section 3. The County in employing, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any employee because of

race, creed, color, national origin, religious affiliation, political beliefs, sex, sexual preference, marital status, membership or activity on behalf of the Association or participation in the grievance procedure. Nor does the County discriminate because of age except by regulations applicable to all employees that are prescribed by the Board of Commissioners and that are not in conflict with the law.

ARTICLE 3—GRIEVANCE PROCEDURE, STRIKES, STOPPAGES AND LOCKOUTS

Section 1. It is agreed that all grievances, disputes or complaints between the Employer and the Association or any employee or employees arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2. Grievance shall mean a complaint by a nurse or a group of nurses based upon an event, condition, or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provision of this Agreement. There shall be a good faith effort on the part of the parties to settle such matters promptly in conformance with the following procedure.

A. Verbal Discussion with Supervisor:

- (1) An employee, who believes he or she has cause for a grievance shall discuss the matter verbally with the Director of Nursing or designee.
- (2) Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussions.

B. First Stage, Written Grievance

- (1) If the matter is not resolved by discussion, as set forth in A above, the grievance shall be reduced to writing on the form on the next page:



E&GW Grievance Form

Grievance # _____

Date filed: _____

Grievant(s): _____

Department/area or unit: _____ Shift: _____

Title and/or position: _____ Phone w/h: _____

Employer: _____

Immediate supervisor: _____

Statement of grievance:

Contract provisions violated: _____

Relief requested:

Grievant's signature: _____

Bargaining unit representative's signature: _____

Employer response:

Supervisor's signature: _____ Date: _____

Grievant's reasons for rejection:

Acceptance: yes no – appeal to next step

Grievant's signature: _____ Date: _____

- (2) Within fifteen (15) working days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance, employees shall present the first stage written grievance to the supervisor in compliance with the provisions of this section.
 - (3) The Supervisor's answer shall be in writing and shall be returned to the aggrieved and his or her representative within three (3) working days from the time of written presentation.
 - (4) If a satisfactory answer is not returned by the Supervisor, the Professional Rights and Responsibilities Representative and/or the grievant may appeal the grievance directly to the second stage.
 - (5) If the Supervisor fails to return a written answer within three (3) working days, the Professional Rights and Responsibilities Representative and/or the grievant may appeal the grievance directly to the second stage.
- C. Second Stage, Appeal:
- (1) If no agreement can be reached for employees other than those specified in Section 2 C, paragraph (1) above, the Professional Rights and Responsibilities Representative and/or the grievant shall within three (3) working days of the preceding answer, present the grievance in writing to the Director of Health Services or his or her designate. Upon presentment of filing, the Director of Health Services and the Professional Rights and Responsibilities Representative, and the grievant shall mutually agree upon a date to meet to consider that grievance, said meeting to be held within ten (10) working days.
 - (2) The agenda at the second stage meeting shall be limited to those grievances for which the meeting has been arranged and may be attended by the Professional Rights and Responsibilities Representative and the Director of Health Services or his or her designate.
 - (3) The Director of Health Services or his or her designate shall issue a written disposition within five (5) working days of the second stage meeting.
- D. Third Stage Appeal
- (1) If no agreement can be reached, the Professional Rights and Responsibilities Representative and/or the grievant shall within three (3) working days of the preceding answer, present the grievance in writing to the County Administrator. Upon presentation or filing, the County Administrator or his designate, and the Professional Rights and Responsibilities Representative and the grievant and the Association Representative shall mutually agree upon a date to meet to consider that grievance, said meeting to be held within ten (10) working days.
 - (2) The agenda at the third stage meeting shall be limited to those grievances for which the meeting has been arranged and shall be attended by one labor representative of the Association the Professional Rights and Responsibilities Representative, the Administrative Health Officer or his designate and the Labor Relations Manager.
 - (3) The County Administrator shall issue a written answer within five (5) working days of the third stage meeting.

A member who receives a disciplinary action which is either a suspension or discharge will be able to file a grievance as the third stage of the grievance procedure.

- E. If the grievance is still unresolved for any employee, after the above steps, the Association may submit the grievance within thirty (30) days to final and binding arbitration under the rules of the American Arbitration Association, which shall act as administrator of the proceedings. The arbitrator shall have no power or authority to: add to, delete from, alter or modify the terms of this Agreement. Each party will bear one-half (1/2) of the cost of the arbitration. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- F. It is agreed that all time established in this section may be extended by mutual agreement of the parties. It is agreed that there shall at no time be any strikes, lockouts, slow downs, walkouts, or any other cessation of work.
- G. It is further agreed that in all cases of any unauthorized strike, slow down, walkout, or any unauthorized cessation of work that the Association shall not be liable for damage resulting from such unauthorized acts of its members. While the Association shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that during the first twenty-four (24) hours the Director of Health Services shall have the sole and complete right of reasonable discipline. After said period the Employer may discharge such employees for actions taken by them during said twenty-four (24) hour period or thereafter.

ARTICLE 4—DISCIPLINE AND DISCHARGE

- A. When possible and when circumstances permit, in any case where disciplinary action is necessary, the following order of procedures shall be followed: (1) oral reprimand; (2) written reprimand; (3) suspension or demotion; (4) removal and discharge; except that nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. It is understood that proper written notification thereof will be submitted to the Association at the time such immediate action is taken.
- B.
 - (1) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in such a way so that it will not cause embarrassment to the employee before other employees or the public.
 - (2) The Employer agrees that upon imposing any discipline the designated Professional Rights and Responsibilities Representative shall be promptly notified in writing of the action taken. The employee shall be given copies of all disciplinary action and a copy shall be placed in his or her personnel file. A notation of Oral Reprimand by date and subject only will be placed in the employee's personnel file.
 - (3) The employee shall have the right if he or she so requests to be represented by the area Professional Rights and Responsibilities Representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedies as may be available to him upon the employee's election.
 - (4) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously.

- (5) An employee may review his or her personnel file at reasonable times.
- C. A member who receives a disciplinary action which is either a suspension or discharge will be able to file a grievance as the third stage of the grievance procedure.

ARTICLE 5—REPRESENTATION

- Section 1.** The Employer recognizes the right of the Association to designate one (1) Professional Rights and Responsibilities Representative and one alternate from the seniority list of the bargaining unit. The DON (Director of Nursing) will meet with the Chairperson as needed, but at least four (4) times a year, to promote the interchange of concerns between the Unit and Administration. A summary of the meeting will be distributed to Unit members.
- Section 2.** The authority of the PR&R representative designated by the Association shall be generally described as set forth below.
- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by, the Association or its officers, provided such messages and information:
1. have been reduced to writing, or,
 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, or any other interference with the work of Washtenaw County Public Health Department.
- Section 3.** Representatives have no authority to take any action interrupting the efficient operation of the Washtenaw County Public Health Department.
- Section 4.** The Association shall have the right upon reasonable notice to examine the compensation records of any employee whose pay is in dispute, or any other records pertaining to a specific grievance.
- Section 5.** Unit Activities Permitted on Agency Time
- A. *Grievance Procedure:*** PR & R Representatives shall be allowed reasonable time to investigate, process and present grievances to the employer during work hours without loss of time or pay. Representatives shall request specific time for this activity from their immediate supervisor. If the specific time requested would hinder the function of the service, a supervisor may deny the representative's request in which case, an alternative time would be selected or consideration given to attendance by the alternate PR & R Representative. In any event, the PR & R Representatives shall be granted permission as soon as possible. Any alleged violations of this section shall be subject to special conference.

B. Unit Negotiating Committee

1. Employees covered by this Agreement will be represented by two (2) members of the Unit who constitute the Unit Negotiating Committee. In their absence, alternates can be designated.
2. Members of the Negotiating Committee who are employees of the County shall suffer no loss of time nor pay for time spent in negotiation.

- C. Unit Chairperson Representation:** The unit chairperson, or in his/her absence a designate PR and R representative, will be allowed time off from his/her job without loss of time or pay to investigate and process group grievances and to prepare for and attend special conferences and arbitration.

The chairperson or designee shall request specific time for the activity from his/her immediate supervisor. If this specific time would hinder the function of the service, a supervisor may deny the request and an alternative time would be selected or consideration given to an alternate representative. In any event, the chairperson shall be granted permission as soon as possible.

Section 6. The Director of Health Services recognizes the limitations upon the authority of representatives and shall not hold the Association liable for any unauthorized acts. The Director of Health Services, in so recognizing such limitations, shall have the authority to impose proper discipline up to and including discharge in the event the representative has taken strike action, slow down, or work stoppage in violation of law or this Agreement.

Section 7. Professional Activities.

- A. Professional activities consist of meetings, committees, study groups, workshops and functions of this or other relevant association.
- B. Members of the association may be granted time off without pay or up to four days with pay for professional activities.
- C. If a member(s) is elected as a delegate to the State or national convention of the association, the member will be granted up to five (5) days with pay to attend said convention(s).
- D. Nurses desiring to attend such activities shall submit written requests indicating the type of activity and the requested amount of time. Such requests shall be submitted to the supervisor.
- E. Employees may be reimbursed for out-of-pocket expenses incurred in attendance at such activities. Included in said expenses are: seminar fees and expenses, material expenses, transportation and lodging expenses.
- F. The association agrees that in making request for time off for these activities, all consideration shall be given to the number of nurses affected in order that there shall be no disruption of the Health Services Group operations due to lack of available employees.

ARTICLE 6—SENIORITY

- Section 1.** Seniority rights for employees within the bargaining unit shall prevail. In reducing the work force because of lack of work, or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee recalled within the bargaining unit. In the laying off and the recalling of laid off personnel, the particular work to be performed by said employee shall be considered as an important factor to the extent the employees involved are qualified to perform the work required.
- Section 2.** Upon hire, a new employee shall work under the provisions of this Agreement but shall be employed only on a six (6) month trial basis for thirty-seven and one-half (37 1/2) hours per week during which period the employer may not discharge a probationary employee for the purpose of evading this Agreement or discriminating against Association membership. After six (6) months, the employee shall be placed on the regular seniority list. Probationary employees shall be entitled to the use of sick leave upon hire.
- Section 3.** The employer shall maintain a list of the employees, arranged in order of their seniority and shall provide such list to the Association each quarter.
- Section 4.** Seniority shall be broken only by discharge for cause, voluntary quit, retirement, failure to return from leave or layoff status for a period of time equal to the time the employee had seniority with the County. After that time, his or her name will be removed from any seniority or recall list.
- Section 5.** The Union 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, except with respect to health and safety measures.

ARTICLE 7—PROMOTIONS

- Section 1.** All vacancies, newly created positions and part time positions within the department shall be posted for a period of seven (7) calendar days setting forth the classification and pay rate and general location. Copies of the postings will be sent to the respective building representatives.
- Section 2.** The Employer recognizes that promotion from within is a good personnel policy and will give consideration to qualified candidates within the bargaining unit.
- Section 3.** An employee receiving a promotion within the bargaining unit or outside the bargaining unit shall serve for a six (6) month trial or a conditional period of time. In the event that at conclusion of that trial the employee is not qualified for the position, the employee shall revert back to the previous classification held without loss of seniority.
- Section 4.** The Employer shall not arbitrarily assign employees to perform functions not contained within their specific job functions.

ARTICLE 8—PAY PERIOD

All employees covered by this Agreement shall be paid in full every other Friday morning for earnings through the previous Saturday. Not more than seven (7) days pay shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of his or her earnings and of all deductions made for any purpose, upon request of individual employees or Association representatives.

ARTICLE 9—DEDUCTIONS

The Employer agrees to deduct from each employee, who so authorized it in writing, a specific sum each and every payroll and to remit this sum to the Credit Union or bank of employee's choice. The employee may revoke at any time this authorization and assignment by filing with the Employer and the bank or Credit Union, a statement in writing that he or she does not wish the Employer to continue making such deductions. Such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the bank or Credit Union.

ARTICLE 10—LEAVES OF ABSENCE WITHOUT PAY

Section 1. *Reasons for Leaves of Absence:*

- A. Leaves of absence will be granted for the following reasons provided eligibility requirements are met.
 - 1. Illness or Disability leave.
 - 2. Pregnancy/Child Care leave.
 - 3. Prolonged illness in the immediate family; and,
 - 4. Public or Association Service Leaves.
- B. The following leaves may be granted by discretion of the employer.
 - 1. Educational leave.
 - 2. Personal leave of absence.

Section 2. *General Leave Policies:*

- A. All requests for leaves of absence shall be made in writing and presented to the supervisor. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in department scheduling.
- B. Written requests for planned, non-emergency leaves of absence shall be submitted at least four (4) weeks prior to the start of the leave of absence.
- C. No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining employment with another employer. No employee shall be employed while on a leave of absence. In certain cases, exceptions to the employment rules may be granted by mutual agreement of the Employer and the Association. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.
- D. All leaves in this article shall be without pay except as specifically provided for.
- E. The amount of sick time accrued before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave before beginning a medical leave of absence.
- F. During a leave, both the County's (if any) and the employee's contributions to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- G. Employees whose life insurance, hospitalization, and dental coverage are exhausted under the provisions of this Article shall be allowed to continue in the Group Plans by

paying their own premium, if permissible by the Life Insurance Carrier, hospitalization and/or Dental Insurance Carrier.

- H. **Return from leave.** Employees must return from leave on the agreed upon date. Failure to confirm the intention to return, or notify the Employer of intention to resign four (4) weeks prior to expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to the expiration of a leave will be permitted in the event the employee provides the County with a four (4) week notice of intent to return to work.
- I. Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.
- J. LOA for part-time employees shall be at the discretion of the Employer but shall not be arbitrarily or capriciously denied.

Section 3. *Illness or Disability Leave*

- A. Application for illness (including accident, injury or other medical reason an employee is unable to work) leave must be made in writing and accompanied by a written statement from the employee's physician. Such leave shall be granted in up to ninety (90) day segments or lesser segments as determined by the employee's doctor, up to a period of one (1) year. A doctor's statement may be requested at each 90-day interval and reviewed by the Employer. However, in no case shall illness leave be denied until one (1) year has elapsed.
- B. An employee's position will be held open for him/her for six (6) months while he/she is on illness leave. The six (6) months may include unpaid leave only or earned vacation, earned paid sick time and leave without pay. After the six (6) month period, the Employer shall attempt to place the person in County employment within the bargaining unit.
- C. Illness leave shall be granted without loss of seniority for a period of one (1) year and may be extended upon approval of the Employer. Such leave shall not affect continuous service or classification. However, an employee shall not gain or accrue seniority or other benefits while on an unpaid illness leave.
- D. An employee may elect to use accumulated sick leave and/or annual leave as part of an illness leave of absence.
- E. Life insurance, hospitalization and dental coverage's shall be continued with the Employer paying the full cost of such insurances (up to six (6) months) as are in effect for the benefit of the employees for the illness leaves of absence.

Section 4. *Prolonged Illness in the Immediate Family*

- A. Application for leave for prolonged illness in the immediate family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to 90-day segments, up to a period of one (1) year. A doctor's statement may be requested at each 90-day interval and reviewed by the Employer. However, in no case shall illness leave for prolonged illness in the immediate family be denied until one (1) year period has elapsed.
- B. An employee's position will be held open for him or her for up to six (6) months while he or she is on illness in the immediate family leave. After such six (6) month period, the Employer shall attempt to place the employee within County employment within the

bargaining unit. Prolonged illness leaves shall be granted with no loss of seniority for a period of up to one (1) year and may be extended upon approval of the Employer.

- C. Life insurance, hospitalization and dental coverage shall be continued with the Employer paying the full amount for such insurances (up to six months) as are in effect for the benefit of the employee as when he or she went on prolonged illness leave.
- D. For purposes of this Section, the term immediate family is defined as the parent, spouse, sibling, child, grandparent, grandchild, aunt, uncle or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.

Section 5. *Educational Leave:*

- A. An educational leave may be granted by the Employer to an employee who wishes to improve his or her work skills. Up to three (3) nurses may be granted educational leave at any one time and the Employer may exceed said three (3) limit if it can accommodate. Educational leave shall be granted in semesters or terms up to two (2) years.
- B. An employee must have one (1) year of continuous full-time employment with the County to be eligible for an educational leave.

Section 6. *Public or Association Service Leaves:*

- A. A leave for the purpose of performing public or Association service shall be granted for a period up to one (1) year. An employee's position will be held open for him or her while he or she is on said leave for a period of one (1) year. Public or Association service leave shall be granted without loss of seniority.
- B. An employee must have one (1) year of continuous full-time employment with the County to qualify for a public or association service leave.

Section 7. *Pregnancy/Child Care Leave:*

- A. An employee who becomes pregnant or becomes a parent, either by birth or adoption, will be granted by the Employer upon request, a leave of absence. The Employer agrees to hold an employee's position for him or her for six (6) months. During this time, the employee will receive medical insurance benefits, life insurance benefits, and dental insurance.
- B. If further time is desired, an additional six (6) month leave will be granted after which the Employer shall attempt to place the person in County employment within the bargaining unit. During the additional time off, the employee may pay the group rates for medical benefits and continue to pay life insurance and dental benefits.
- C. The leave shall be granted without loss of seniority and shall not affect continuous service or classification. However, an employee shall not gain or accrue seniority or other benefits while on an unpaid pregnancy/child care leave. An employee may elect to use accumulated sick leave, compensatory, make-up or annual leave prior to the beginning of the leave of absence, but within the 6 month limitation, as part of this leave of absence.
- D. A statement from doctor or adoption agency may be requested to verify the leave.

Section 8. *Military:* Any employee on the seniority list inducted into military, naval, marine or air service under the provision of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National emergency, respectively,

shall, upon termination of such service, be re-employed in accordance with the provisions of such laws.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard provided that proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit except in the case of an emergency.

Section 9. *Universal Military Training Act:* Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves or absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

Section 10. *Personal Leave of Absence:*

- A. Application for leave of absence without pay for personal reasons must be made in writing to the supervisor. For leaves of absence of 14 calendar days or less, written permission will be secured from the supervisor. Permission for leaves of absence of longer duration will be granted by the Director of Health Services.
- B. The maximum leave of absence shall not exceed five (5) calendar months in any one (1) calendar year.
- C. An employee must have one (1) year of employment with the County to be eligible for a personal leave of absence.

ARTICLE 11—LEAVES OF ABSENCE WITH PAY

Section 1. *Vacation:*

- A. Employees covered by this Agreement shall be allowed vacation leave in accordance with the following schedule:

First Year	12 days
Second through Five Years	15 days
Six through Ten Years	18 days
Eleven through Fifteen Years	20 days
Sixteen through Twenty-one Years	22 days
Over Twenty-one Years	25 days
- B. Absence on account of illness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the supervisor, be charged against vacation leave allowance.
- C. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he or she is entitled. Any accrued days beyond twice the annual amount shall be paid to the employee at 50% of the straight time rate.
- D. If a regular pay day falls during an employee's vacation and he or she is to be on vacation for two weeks or longer, he or she may request to receive that check in advance before going on vacation. An employee must make a request through his or her

supervisor to the Payroll Section, in writing, two (2) weeks in advance before leaving, if he or she desires to receive it in advance.

Section 2. Sick Leave:

- A. Employees covered by this Agreement shall accrue one work day with pay as sick leave for each completed month of service, which may be used as earned.
- B. Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days. Upon accumulation of the maximum of one hundred and twenty (120) unused sick days, an employee may convert two (2) days in excess of the maximum bank of one hundred and twenty (120) unused sick days to one (1) vacation day.
- C. Employees absent from work on legal holidays during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject, however, to the maximum limitation herein provided.
- D. Employees with five (5) years of service will be paid for 50% of unused sick days upon termination.
- E. Probationary employees shall be entitled to the use of sick leave upon hire.
- F. An employee eligible for sick leave with pay may use such sick leave, upon approval of his or her department head, for absence:
 - 1. due to personal illness, dental care, medical care, or physical incapacity, caused by factors over which the employee has no reasonable control;
 - 2. due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested;
 - 3. due to illness in immediate family who require the care of the employee for their well being;
 - 4. due to lost time not covered by compensation if employee is injured on the job;
 - 5. due to pregnancy or termination of pregnancy or following termination of pregnancy.
- G. As used in this section, the term "immediate family" means spouse, parent of employee or spouse, brother or sister of employee or spouse, child, grandparent, grandchild, aunt, uncle or someone with whom the employee has a legal guardianship relationship, a related member in an employee's household, or a non-related person in an employee's household.
- H. A physician's certificate of the employee's inability to work, or ability to return to work may be required:
 - 1. if it is necessary to be absent on sick leave;
 - 2. when an employee is ready to return to work following a prolonged absence.
- I. When an employee finds it necessary to be absent for any reason, he or she shall cause the facts to be reported to his or her department within fifteen (15) minutes after starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- J. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Two (2) sick days per year may be used as personal business days.

- K. Sick leave will not be charged for absence cause by accident or illness whereby Workers Compensation Insurance payments are received by the employee with the exception of those benefits which are received pursuant to Article 15, Workers Compensation.

Section 3. *Personal Leave Days:* Employees shall be allowed to utilize three (3) vacation days and two (2) sick days as personal business days which may be taken one (1) day at a time. The employee utilizing vacation or sick time as personal business time must notify his/her supervisor at least three (3) days in advance when possible but in any event no later than the starting time of the employee's regular shift.

Section 4. *Bereavement Leave:*

- A. An employee shall be allowed five (5) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for the death in the immediate family. The following are defined as immediate family: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law and brother in law. An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family members: Aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's spouse, and a declared significant other. Also, parents and grandparents of employee's minor children including children of divorced parents or where the child's parents are not legally married.
- B. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) bereavement leave day, with pay, not to be deducted from his sick leave.
- C. The Unit President or his/her representative shall be allowed one (1) bereavement leave day, with pay, in the event of a death of a member of the bargaining unit, for the exclusive purpose of attending the funeral.
- D. Leaves shall be granted for persons not listed above where special circumstances exist. Such leave shall be granted on a non-precedent setting basis. The decision shall not be grievable unless such denial is unreasonable.
- E. One (1) day of sick time may be used to attend the funeral of a person not defined as immediate family.

Section 5. *Holidays:*

- A. Employees covered by this agreement shall receive the following legal holidays, designated as major and minor or parts thereof, or any other day proclaimed in writing as a County holiday by a duly constituted authority, during which the public offices of the County are closed, and be provided when practical, the time off work.
1. Major holidays include:
 - New Year’s Day
 - Easter Sunday
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 2. Minor holidays include:
 - New Year’s Eve
 - Martin Luther King’s Birthday
 - Washington’s Birthday
 - Columbus Day
 - Veteran’s Day
 - Day after Thanksgiving
 - Christmas Eve
- B. When a holiday falls on Sunday, it will be observed on the following Monday; does not include Easter.
- C. When a holiday falls on a Saturday, it will be recognized on a Friday or Monday as declared by the Human Resources Director, except as provided by law.
- D. Employees shall be compensated for work on major or minor holidays in accordance with Article 31–Economic Matters Including Schedule A.

Section 6. *Combined Time Off:* A committee shall be established outside of negotiations to study the use of combined time off. A representative from the Michigan Nurses Association, Unit II, shall be included on this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

ARTICLE 12–TUITION REIMBURSEMENT

Section 1. The present Washtenaw County Policy and Procedure for Tuition Reimbursement will be continued for the life of this contract. A copy of this policy and procedure is available in the Human Resources Department. (See Appendix A).

Section 2. With the approval of the supervisor, registered nurses will be given three days off with pay to attend courses, seminars or professional meetings sponsored or co-sponsored by the Association or by other associations or institutions where attendance is expected to increase the competence of a nurse in his/her professional capacity. Reimbursement of \$500/year/person will be given each employee towards registration and materials fees. Mileage will be reimbursed to conferences within the State of Michigan which are held outside of Washtenaw County. Books, review courses and other educational materials and technology formats as may be developed, including but not limited to computer

software and educational videos, are compensable under this article. In addition, the exam fee for modules that are included in professional magazines and journals are also compensable under this article.

The administrator will determine its approval or denial of requests for time off with pay to attend a course, seminar or professional meeting and will advise the nurse within fourteen (14) days of the course, seminar or professional meeting or its registration deadline, except when the registration deadline precedes the event by thirty (30) days. If permission is denied, the supervisor will state reason for denial on the request form.

Tuition money may be used to pay for certification exam if successfully completed and documentation is provided to the County. The County of Washtenaw Standardized Travel Regulations Policy will govern the procedure for advancement of registration and fees for conferences.

Nurse Practitioners will present documentation of additional cost of offerings for relicensure and will have the additional charges approved up to \$700.

Effective 9/1/08-8/31/09:

Decrease to 25% reimbursement for a 12-month period effective 9/1/08 – 8/31/09. All other tuition reimbursement language remains status quo.

ARTICLE 13–PENSION

All employees will move to the WCERS defined benefit plan effective 1/1/09 with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County.

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

Effective for employees hired 1/1/09 and thereafter, implement the Rule of 75 with a minimum age of 55.

Effective BOC approval – 12/31/08, reduce the employer contribution to the MPPP by 4.5%.

Effective 4/1/08, increase current WCERS employee contributions to 6% and implement FAC3 for current WCERS employees.

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, modify the WCERS Board Structure as follows:

- County Administrator or his/her designee
- Finance Director
- Two (2) Board of Commissioners
- Two (2) Union Employees
- One (1) Employee At-Large

Employee Representatives would be three (3) years staggered terms. Labor Management Team would appoint the first board, staggering the appointments to agree with staggered terms. Regular elections would occur thereafter.

ARTICLE 14—HOSPITALIZATION INSURANCE

Effective 1/1/09

CORE plan for existing employees shall be Community Blue PPO1 with \$0/\$30 prescriptions

CORE plan for employees hired 1/1/09 and beyond will be tiered as follows:

First 3 years of employment	Community Blue PPO10
Years 4-7 of employment	Community Blue PPO2
Years 8+ of employment	Community Blue PPO1

Mail Order Mandatory for Maintenance Drugs providing a 1-month co-pay for 3-month supply

Prescription Drugs will be carved out with a 3rd party Prescription Benefit Manager

Retiree Healthcare – for employees hired 1/1/09 and thereafter

Tiered retiree healthcare eligibility / premium share commensurate with years of services. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare

Effective 1/1/2010

Employees would begin contributing 0.5% toward retiree healthcare with a sunset at 12/31/2010. Employee contributions for VEBA / Retiree Healthcare are held in a trust separate from the official VEBA trust for retiree healthcare use ONLY. At such time the employee retirees, his/her contributions and interest shall be officially deposited in the VEBA trust.

LAYOFF & INSURANCE – Effective 1/1/08-12/31/10:

In the event an employee of the Michigan Nurses Association – Unit II is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

<u>Years of Service</u>	<u># of Months of Insurance Period:</u>
0-5 Years	3 months
6-10 Years	5 months
11+ years	6 months

ARTICLE 15–WORKER'S COMPENSATION

- (a) Effective January 1, 1995, each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, for a period not to exceed six (6) months.
- (b) Effective January 1, 1995, an employee on Worker's Compensation for a period longer than six (6) months will be allowed to utilize any accrued sick leave and/or vacation to supplement his/her Worker's Compensation, in an amount sufficient to maintain his/her regular weekly income until said benefits are exhausted. When doing so, employees will be considered full-time employees and eligible for full medical insurance benefits.

ARTICLE 16–PROFESSIONAL LIABILITY INSURANCE

The Employer agrees to maintain for each employee professional liability insurance in the amount of \$1,000,000.

ARTICLE 17–PRE-EMPLOYMENT PHYSICAL

Any and all physical examinations will be given to all new or employed registered nurses by the County without cost to the nurse. The nurse may choose the option to be examined by a physician of his/her choice and be reimbursed by the County up to a maximum of \$25. The examining physician must complete the exam using the form required by the department and it must be returned to the County prior to beginning employment.

ARTICLE 18–DENTAL INSURANCE

Dental Benefits to be continued with the County paying the full premium for the following dental benefits:

100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by insurance carrier and 50% of treatment costs paid by insurance carrier on Class 11 benefits, with a \$750 maximum per person per contract year, plus orthodontic benefits at 50% of treatment costs on Class 111 (Orthodontic) benefits, with a \$600 lifetime maximum per person.

ARTICLE 19–LIFE INSURANCE

The Employer agrees to pay the full cost of premiums for life insurance for permanent employees who work thirty (30) hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The amount of coverage is based on one (1) times the annual base salary, including longevity, but excluding overtime payments adjusted to the next higher five hundred (\$500) dollars (if not already a multiple of five hundred (\$500) dollars).

The Employer agrees to upgrade options through flexible benefits at the employee's expense through payroll deduction upon authorization of the employee.

ARTICLE 20—ACT OF GOD

If the County Administrator declares that certain County buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance, or any other officially declared emergency, an employee who is assigned to such locations shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick or compensatory time.

ARTICLE 21—BULLETIN BOARDS

The Employer will provide bulletin boards in each building where the Association has employees working, which may be used only by the Association for posting notices pertaining to Association business.

ARTICLE 22—CONTRACTING

During the term of the Agreement, the Employer shall not contract out or subcontract any work that would result in a layoff, demotion of employees, or result in the loss of regular wages or benefits to a bargaining unit employee.

ARTICLE 23—PROFESSIONAL STANDARDS

- Section 1.** The parties agree that Registered Nurses are governed by a professional code of ethics, and the Employer agrees that it will support the Registered Nurses in compliance with the professional code.

- Section 2.** The Director of Nursing will accept responsibility for seeking methods whereby regular channels of communication will be continued and broadened.

- Section 3.** In accordance with Section 2, above, a Professional Standards Committee will be established, composed of up to three (3) Representatives of the Employer, one of whom will be the Director of Nursing and two (2) Nurse Representatives to be named by the Council, one of whom shall be the chairperson of the Council.

- Section 4.** This Committee shall meet at least once every 60 days at a mutually agreeable time to consider, study and make written recommendations to the Employer concerning factors affecting Nursing Standards and practice of the Washtenaw County Health Services Group. Meetings of this Committee will not be canceled except by mutual agreement. Each meeting will have a prepared and prescribed agenda established prior to the meeting. Agenda items may be proposed and placed on the agenda by any member of the Committee in concert with Section 2 above.

- Section 5.** Such recommendations of the Professional Standards Committee shall be considered by Nursing Administration, and a written response will be provided to the Committee within three (3) weeks of receipt of the recommendations.

- Section 6.** The parties agree that the issues for consideration by the Professional Standards Committee will be determined by staff and/or administration and mutually agreed to. Failure to address these issues will be subject to a special conference, but shall not be

subject to the grievance procedure. Unless there is mutual agreement there shall be no more than four (4) special conferences per year.

Section 7. It is hereby agreed and understood between the undersigned parties that the Professional Standards Committees of MNA Unit I and Unit II may meet and deliberate at the same time. Their meetings may be held together, and together they may carry out the functions of this Article.

ARTICLE 24—ROLE OF THE REGISTERED PROFESSIONAL NURSE

Section 1. Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s). To this end, both parties further agree to recognize responsibilities of the professional registered nurse and the Employer within the scope of the current Michigan Public Health Code.

Section 2. The parties further agree that it is the Employer's responsibility to provide adequate numbers of registered nurses, and to fill vacancies as soon as possible in order to provide safe and adequate nursing care.

Section 3. The Employer will continue to accept its responsibility to establish programs and/or provide resources and appropriate opportunities for orientation and staff development; to support, encourage and equalize opportunity to seek continuing professional development.

Section 4. The recommendations of registered nurses will be considered in planning, decision-making and formulation of policies and procedures that affect the operation of the nursing services, the nursing care of patients, or the patients' environment.

Section 5. The Director of Nursing shall continue to assume responsibility for nursing practice issues. The Director of Nursing shall be available on a consulting role to persons covered by this contract, and the Director of Nursing's opinion will be decisive on nursing practice issues.

Section 6. The parties agree that clerical support is important to the operation of the agency and that nurses will not be required on a routine basis to perform clerical duties.

ARTICLE 25—PHONE CALLS

The Employer agrees that employees will be allowed to make and receive necessary phone calls on the Employer's phone but such calls should be held to a minimum time and number.

ARTICLE 26—SAFETY COMMITTEE

One of the PR&R representatives shall be a member of the Public Health Division Safety Committee.

ARTICLE 27–EVALUATION

- Section 1.** The purpose of evaluation is to assess and improve supervisory competence and overall employee performance.
- Section 2.** Each employee shall receive a written evaluation of his/her performance at the completion of six (6) months, and at least once each year thereafter within one (1) month of the anniversary date of hire of the nurse.
- Section 3.** Evaluation shall be performed by the employee’s immediate supervisor.
- Section 4.** The evaluation shall be discussed with the employee in conference with the supervisor.
- Section 5.** The employee will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation.
- Section 6.** 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.
- Section 7.** Evaluation, either its process or outcome, is subject to the grievance procedure.

ARTICLE 28–TEMPORARY EMPLOYEES

A temporary employee is one who is hired for a period of up to ninety (90) days per calendar year, and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave. A temporary employee shall be paid the appropriate salary rate under Schedule A, and shall accrue Vacation Leave and Sick Leave, provided in this Agreement.

The said ninety (90) day period may be extended up to an additional one hundred eighty (180) days; provided, however, such temporary employee shall become a member of the Association or pay a monthly service fee, as outlined in Article 1 of the Agreement, after the expiration of the initial ninety (90) day period, and shall be covered by this Agreement and shall be entitled to benefits granted regular employees.

The temporary employee shall not accumulate seniority while so classified. If a temporary employee becomes a permanent employee he/she shall be given full seniority credit back to his/her most recent (last) date of employment with Washtenaw county. Vacation time accrued in a temporary position may be used after the first one hundred eighty (180) days of employment. A temporary employee may use sick and make-up time as it is accrued.

ARTICLE 29–CONSOLIDATION OR ELIMINATION OF A POSITION

The Employer agrees that any consolidation or elimination of a position shall not be effected without a special conference with two (2) weeks’ notice to the Association.

ARTICLE 30—RATES FOR NEW CLASSIFICATIONS

When a new classification or change in job classification is being considered, the Employer shall notify the Association of same prior to its going to Ways and Means Committee. In the event the Association requests, within one (1) week of notification, said consideration shall be subject to negotiations.

It is understood that certain positions within this bargaining unit are funded by state and/or federal grants and some of these positions will be funded for only short periods of time. For those positions the County shall notify the Union in advance of the position control number, job classification, grant for which the position(s) is funded and the length of the grant and position(s). The position(s) shall be then designated as a "special grant status". If the position(s) continues to be funded for a period longer than that originally identified, the position shall convert to a regular County position. Any employee who elects to be placed in a grant status position in lieu of layoff, or taking a lower classified position as a result of a bump, shall be considered to have voluntarily taken the grant status position. Any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for purposes of layoff. Any union member who is filling a special grant position shall be eligible to apply for any vacant county position that s/he is qualified for. If s/he is hired for the County position, s/he shall become a regular County employee and retain his/her full seniority retroactive to his/her original date of hire.

ARTICLE 31—ECONOMIC MATTERS INCLUDING SCHEDULE A

Section 1. Attached hereto, and marked Schedule A is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule A, and the contents thereof shall constitute a part of this Agreement.

Section 2.

- A. When an employee returns to duty in the same class of position after separation from County service of not more than one (1) year, such employee shall receive, subject to approval of the Health Officer and Human Resources Director, the rate of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next step.
- B. Service requirements for advancement within compensation schedules and for other purposes as specified shall include the requirement of continuous service, which means employment with the Washtenaw County Health Services Group without break or interruption. Leaves of absence with pay and leaves without pay of thirty (30) days or less shall not interrupt continuous service nor be deducted therefrom. Leaves of absence without pay in excess of thirty (30) days, except for extended service with the armed forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service. All absences without leave in excess of two (2) work days shall be deducted from and shall interrupt continuity of service for the purpose of the section.

Section 3. *Longevity.* Employees will receive longevity payments on the first pay period following their seniority date in accordance with the following schedule:

<u>Continuous Service</u>	<u>Percentage of Wages</u>
5 or more and less than 10 years	3%
10 or more and less than 15 years	5%
15 or more and less than 20 years	7%
20 or more years	9%

Effective for employees hired 1/1/09 and thereafter:

<u>Continuous Service</u>	<u>Percentage of Wages</u>
8 or more and less than 12 years	2%
12 or more and less than 16 years	3%
16 or more and less than 20 years	4%
20 or more years	5%

Section 4.

A. ***Standard Hours of Work:*** The normal work schedule will be 7.5 hours per day; 37.5 hours per week.

B. ***Compensatory Time:***

Extended Hours Supervision:

1. Any member of the supervisory staff will respond to call from agency personnel regarding questions or concerns which arise outside of regular agency hours.
2. Calls received between 7:30 a.m. and 8:00 a.m., 5:00 p.m. and 11:00 p.m. shall be compensated at the rate of straight time back for actual hours worked.
3. Compensation for calls received between 11:00 p.m. and 7:30 a.m., including weekends and holidays, shall be in compensatory time at the rate of .75 hour per telephone call received.
4. Direct supervision of agency staff performed as part of the designated supervisor's responsibilities for extended hours will be reimbursed at the rate of straight time. The supervisor designated will have the option of taking compensatory time, or adjusting his/her work hours to accommodate direct supervision into his/her scheduled work day.

Overtime:

1. From time-to-time, work in excess of the normal work week will be required. Employees included in this agreement shall assist the department with so required as a normal part of the work responsibilities.
2. Compensatory time at the rate of straight time back will be given for all hours worked in excess of thirty-seven and one-half (37.5) hours per week. There will be a maximum accumulation of 75 hours for compensatory time, which may be carried over to the next year.
3. Direct supervisor of TB staff during clinic hours will be reimbursed in straight time back at the Supervisor's option of compensatory time or adjusted work hours to accommodate direct supervision into the work day.

Staff Replacement Overtime:

From time-to-time, work performed in replacement of agency staff nurses due to absence or inclement weather may be required. Such work, performed outside of the regular work day, shall be compensated at the rate of time and one-half back for actual hours worked.

Section 5. ***Unemployment Compensation.*** The Employer shall provide to the employees unemployment compensation as required by law. The Employer shall notify the employee as to the procedure they are to use upon notifying them of the layoff contemplated in order that they may properly apply for unemployment compensation.

Section 6. ***Mileage:***

- A. Effective January 1, 1995, the Employer agrees to reimburse employees for use of their personal cars while on assignment, at the rate allowed by the Internal Revenue Service (IRS). All changes in this allowance shall become effective with the effective date given by the IRS.
- B. In addition, to defray vehicle maintenance costs, the employee shall receive a stipend of one dollar (\$1.00) per day for each day mileage is incurred. The Employer also agrees to provide a County automobile or rented automobile for the employees use to conduct County business in the event the employee's personal automobile is in need of maintenance or repair due to damage sustained while conducting County business.
- C. The Employer agrees to attempt to deliver mileage reimbursement checks to employees within 30 calendar days after meeting County deadline for submitting travel report.

Section 7. ***Terminal Benefits:*** The employee upon termination shall receive: a) all earned vacation and b) one-half (1/2) accumulated compensatory time at the employee's current rate of pay.

Section 8. ***Uniform Allowance:***

- A. Initial Allowance: New employees shall be given \$275 per year toward the purchase of public health nurse uniforms. Upon employment, \$137.50 will be given to the new employee for establishing his/her wardrobe of uniforms; the remaining \$137.50 will be given the employee upon termination of the probationary period.
- B. Replacement Allowance. Each six months following the employee's first anniversary year, each employee covered by this Agreement shall be given \$137.50 to replace his/her uniforms.
- C. Temporary Employees. They will be eligible for the allowance as outlined in Section A.

Section 9. ***Part-Time Benefits.*** Computation of benefits, including uniform allowance and continuing education days, for all part-time employees shall be on a prorated basis, commensurate with the number of hour's worker per pay period.

In order to qualify for full payment of premiums by the Employer for hospitalization insurance, dental insurance, and life insurance, an employee must average sixty (60) hours or more per pay period. The Employer agrees to pay one-half (1/2) of the premiums for these insurances for those employees who work at least half time (37.5 hours) but less than sixty (60) hours per pay period.

A similar prorating shall be in effect for all types of leave accrued—vacation, sick, and compensatory time. Employees - who average thirty (30) hours or more per week shall receive full leave benefits. Employees who work at least half-time (18.75 hours) but less than thirty (30) hours per week shall receive one-half (1/2) of the leave benefits as outlined in the collective bargaining agreements.

Section 10. Classifications.

Develop a new salary for Grades 78-81. Removing Step 1 and adding a new Step 8 for each grade. The new Step 8 shall be calculated as 4% (reclassification rate) over the existing Step 8 amount.

Section 11. ME TOO.

Washtenaw County is obligated to negotiate in good faith with all collective bargaining units under its employ. As such, tradeoffs of wages and benefits may be discussed and agreed to with other such units as part of the collective bargaining process, and to meet the interest of such groups.

In the event that another employee group within this employer receives a contractual net gain (wages/benefits), parity shall be provided to the Michigan Nurses Association – Unit II.

The retirement contribution increases to 7.5% for the defined benefit total are excluded from this Me Too provision. The “me too” does not apply to comparison with the Sheriff’s Department.

Section 12. MNA, Unit II Salary Schedule

SCHEDULE F

EFFECTIVE 1/1/2008

FOR 20 - MICH NURSES ASSOCIATION -UNIT II

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,314.40	\$35,937.23	\$37,583.54	\$39,229.88	\$40,852.72	\$42,499.06	\$44,121.87	\$45,721.17
	\$1,319.78	\$1,382.20	\$1,445.52	\$1,508.84	\$1,571.26	\$1,634.58	\$1,696.99	\$1,758.51
	\$17.60	\$18.43	\$19.27	\$20.12	\$20.95	\$21.79	\$22.63	\$23.45
73	\$36,854.47	\$38,594.88	\$40,405.85	\$42,169.78	\$43,957.24	\$45,674.13	\$47,438.07	\$49,131.45
	\$1,417.48	\$1,484.42	\$1,554.07	\$1,621.91	\$1,690.66	\$1,756.70	\$1,824.54	\$1,889.67
	\$18.90	\$19.79	\$20.72	\$21.63	\$22.54	\$23.42	\$24.33	\$25.20
74	\$39,582.68	\$41,511.26	\$43,369.26	\$45,297.83	\$47,202.89	\$49,107.92	\$50,989.45	\$52,847.47
	\$1,522.41	\$1,596.59	\$1,668.05	\$1,742.22	\$1,815.50	\$1,888.77	\$1,961.13	\$2,032.60
	\$20.30	\$21.29	\$22.24	\$23.23	\$24.21	\$25.18	\$26.15	\$27.10
75	\$42,522.57	\$44,568.74	\$46,661.93	\$48,731.62	\$50,730.75	\$52,847.47	\$54,846.59	\$56,775.16
	\$1,635.48	\$1,714.18	\$1,794.69	\$1,874.29	\$1,951.18	\$2,032.60	\$2,109.48	\$2,183.66
	\$21.81	\$22.86	\$23.93	\$24.99	\$26.02	\$27.10	\$28.13	\$29.12
76	\$45,744.69	\$47,955.49	\$50,166.30	\$52,377.10	\$54,587.88	\$56,775.16	\$58,962.44	\$61,149.72
	\$1,759.41	\$1,844.44	\$1,929.47	\$2,014.50	\$2,099.53	\$2,183.66	\$2,267.79	\$2,351.91
	\$23.46	\$24.59	\$25.73	\$26.86	\$27.99	\$29.12	\$30.24	\$31.36
77	\$49,178.48	\$51,553.91	\$53,952.87	\$56,328.30	\$58,750.76	\$61,149.72	\$63,360.52	\$65,688.90
	\$1,891.48	\$1,982.84	\$2,075.11	\$2,166.47	\$2,259.64	\$2,351.91	\$2,436.94	\$2,526.50
	\$25.22	\$26.44	\$27.67	\$28.89	\$30.13	\$31.36	\$32.49	\$33.69
78	\$55,434.57	\$57,998.16	\$60,538.21	\$63,125.31	\$65,712.41	\$68,205.46	\$70,698.48	\$73,526.42
	\$2,132.10	\$2,230.70	\$2,328.39	\$2,427.90	\$2,527.40	\$2,623.29	\$2,719.17	\$2,827.94
	\$28.43	\$29.74	\$31.05	\$32.37	\$33.70	\$34.98	\$36.26	\$37.71
79	\$59,620.98	\$62,443.27	\$65,195.01	\$67,970.26	\$70,722.00	\$73,403.19	\$76,037.32	\$79,078.81
	\$2,293.11	\$2,401.66	\$2,507.50	\$2,614.24	\$2,720.08	\$2,823.20	\$2,924.51	\$3,041.49
	\$30.57	\$32.02	\$33.43	\$34.86	\$36.27	\$37.64	\$38.99	\$40.55
80	\$64,136.64	\$67,100.07	\$70,086.98	\$73,120.96	\$76,060.85	\$78,977.20	\$81,799.50	\$85,071.48
	\$2,466.79	\$2,580.77	\$2,695.65	\$2,812.34	\$2,925.42	\$3,037.58	\$3,146.13	\$3,271.98
	\$32.89	\$34.41	\$35.94	\$37.50	\$39.01	\$40.50	\$41.95	\$43.63
80A	\$64,778.02	\$67,771.06	\$70,787.85	\$73,852.16	\$76,821.45	\$79,766.98	\$82,617.50	\$85,922.20
	\$2,491.46	\$2,606.58	\$2,722.61	\$2,840.47	\$2,954.67	\$3,067.96	\$3,177.60	\$3,304.70
	\$33.22	\$34.75	\$36.30	\$37.87	\$39.40	\$40.91	\$42.37	\$44.06
81	\$68,626.21	\$71,797.08	\$74,993.07	\$78,239.42	\$81,385.11	\$84,505.61	\$87,525.47	\$91,026.49
	\$2,639.47	\$2,761.43	\$2,884.35	\$3,009.21	\$3,130.20	\$3,250.22	\$3,366.36	\$3,501.02
	\$35.19	\$36.82	\$38.46	\$40.12	\$41.74	\$43.34	\$44.88	\$46.68

"A" Schedule indicates 1% Professional Certification Rate

**SCHEDULE F
EFFECTIVE 1/1/2009
FOR
20 - MICH NURSES ASSOCIATION -UNIT II**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,485.97	\$36,116.91	\$37,771.46	\$39,426.03	\$41,056.98	\$42,711.56	\$44,342.48	\$45,949.77
	\$1,326.38	\$1,389.11	\$1,452.75	\$1,516.39	\$1,579.11	\$1,642.75	\$1,705.48	\$1,767.30
	\$17.69	\$18.52	\$19.37	\$20.22	\$21.05	\$21.90	\$22.74	\$23.56
73	\$37,038.75	\$38,787.85	\$40,607.88	\$42,380.63	\$44,177.03	\$45,902.50	\$47,675.26	\$49,377.11
	\$1,424.57	\$1,491.84	\$1,561.84	\$1,630.02	\$1,699.12	\$1,765.48	\$1,833.66	\$1,899.12
	\$18.99	\$19.89	\$20.82	\$21.73	\$22.65	\$23.54	\$24.45	\$25.32
74	\$39,780.60	\$41,718.82	\$43,586.11	\$45,524.32	\$47,438.90	\$49,353.46	\$51,244.40	\$53,111.71
	\$1,530.02	\$1,604.57	\$1,676.39	\$1,750.94	\$1,824.57	\$1,898.21	\$1,970.94	\$2,042.76
	\$20.40	\$21.39	\$22.35	\$23.35	\$24.33	\$25.31	\$26.28	\$27.24
75	\$42,735.19	\$44,791.58	\$46,895.24	\$48,975.28	\$50,984.40	\$53,111.71	\$55,120.82	\$57,059.03
	\$1,643.66	\$1,722.75	\$1,803.66	\$1,883.66	\$1,960.94	\$2,042.76	\$2,120.03	\$2,194.58
	\$21.92	\$22.97	\$24.05	\$25.12	\$26.15	\$27.24	\$28.27	\$29.26
76	\$45,973.42	\$48,195.27	\$50,417.13	\$52,638.98	\$54,860.82	\$57,059.03	\$59,257.26	\$61,455.47
	\$1,768.21	\$1,853.66	\$1,939.12	\$2,024.58	\$2,110.03	\$2,194.58	\$2,279.13	\$2,363.67
	\$23.58	\$24.72	\$25.85	\$26.99	\$28.13	\$29.26	\$30.39	\$31.52
77	\$49,424.37	\$51,811.68	\$54,222.63	\$56,609.94	\$59,044.52	\$61,455.47	\$63,677.32	\$66,017.34
	\$1,900.94	\$1,992.76	\$2,085.49	\$2,177.31	\$2,270.94	\$2,363.67	\$2,449.13	\$2,539.13
	\$25.35	\$26.57	\$27.81	\$29.03	\$30.28	\$31.52	\$32.66	\$33.86
78	\$55,711.74	\$58,288.15	\$60,840.90	\$63,440.94	\$66,040.98	\$68,546.49	\$71,051.97	\$73,894.05
	\$2,142.76	\$2,241.85	\$2,340.03	\$2,440.04	\$2,540.04	\$2,636.40	\$2,732.77	\$2,842.08
	\$28.57	\$29.89	\$31.20	\$32.53	\$33.87	\$35.15	\$36.44	\$37.89
79	\$59,919.08	\$62,755.48	\$65,520.99	\$68,310.11	\$71,075.61	\$73,770.20	\$76,417.51	\$79,474.21
	\$2,304.58	\$2,413.67	\$2,520.04	\$2,627.31	\$2,733.68	\$2,837.32	\$2,939.13	\$3,056.70
	\$30.73	\$32.18	\$33.60	\$35.03	\$36.45	\$37.83	\$39.19	\$40.76
80	\$64,457.33	\$67,435.57	\$70,437.42	\$73,486.56	\$76,441.15	\$79,372.09	\$82,208.50	\$85,496.84
	\$2,479.13	\$2,593.68	\$2,709.13	\$2,826.41	\$2,940.04	\$3,052.77	\$3,161.87	\$3,288.34
	\$33.06	\$34.58	\$36.12	\$37.69	\$39.20	\$40.70	\$42.16	\$43.84
80A	\$65,101.91	\$68,109.92	\$71,141.79	\$74,221.42	\$77,205.56	\$80,165.81	\$83,030.59	\$86,351.81
	\$2,503.92	\$2,619.61	\$2,736.22	\$2,854.67	\$2,969.44	\$3,083.30	\$3,193.48	\$3,321.22
	\$33.39	\$34.93	\$36.48	\$38.06	\$39.59	\$41.11	\$42.58	\$44.28
81	\$68,969.34	\$72,156.06	\$75,368.04	\$78,630.62	\$81,792.04	\$84,928.13	\$87,963.10	\$91,481.62
	\$2,652.67	\$2,775.23	\$2,898.77	\$3,024.25	\$3,145.85	\$3,266.47	\$3,383.20	\$3,518.52
	\$35.37	\$37.00	\$38.65	\$40.32	\$41.94	\$43.55	\$45.11	\$46.91

"A" Schedule indicates 1% Professional Certification Rate

**SCHEDULE F
EFFECTIVE 1/1/2010
FOR
20 - MICH NURSES ASSOCIATION -UNIT II**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$35,003.26	\$36,658.67	\$38,338.03	\$40,017.42	\$41,672.84	\$43,352.23	\$45,007.61	\$46,639.02
	\$1,346.28	\$1,409.95	\$1,474.54	\$1,539.13	\$1,602.80	\$1,667.39	\$1,731.06	\$1,793.81
	\$17.95	\$18.80	\$19.66	\$20.52	\$21.37	\$22.23	\$23.08	\$23.92
73	\$37,594.33	\$39,369.67	\$41,217.00	\$43,016.34	\$44,839.68	\$46,591.04	\$48,390.39	\$50,117.77
	\$1,445.94	\$1,514.22	\$1,585.27	\$1,654.47	\$1,724.60	\$1,791.96	\$1,861.17	\$1,927.61
	\$19.28	\$20.19	\$21.14	\$22.06	\$22.99	\$23.89	\$24.82	\$25.70
74	\$40,377.31	\$42,344.60	\$44,239.90	\$46,207.18	\$48,150.48	\$50,093.76	\$52,013.07	\$53,908.38
	\$1,552.97	\$1,628.64	\$1,701.53	\$1,777.20	\$1,851.94	\$1,926.68	\$2,000.50	\$2,073.40
	\$20.71	\$21.72	\$22.69	\$23.70	\$24.69	\$25.69	\$26.67	\$27.65
75	\$43,376.21	\$45,463.46	\$47,598.67	\$49,709.91	\$51,749.17	\$53,908.38	\$55,947.64	\$57,914.92
	\$1,668.32	\$1,748.59	\$1,830.72	\$1,911.92	\$1,990.35	\$2,073.40	\$2,151.83	\$2,227.50
	\$22.24	\$23.31	\$24.41	\$25.49	\$26.54	\$27.65	\$28.69	\$29.70
76	\$46,663.02	\$48,918.20	\$51,173.39	\$53,428.57	\$55,683.74	\$57,914.92	\$60,146.11	\$62,377.30
	\$1,794.73	\$1,881.47	\$1,968.21	\$2,054.94	\$2,141.68	\$2,227.50	\$2,313.31	\$2,399.13
	\$23.93	\$25.09	\$26.24	\$27.40	\$28.56	\$29.70	\$30.84	\$31.99
77	\$50,165.74	\$52,588.86	\$55,035.97	\$57,459.09	\$59,930.19	\$62,377.30	\$64,632.48	\$67,007.60
	\$1,929.45	\$2,022.65	\$2,116.77	\$2,209.96	\$2,305.01	\$2,399.13	\$2,485.86	\$2,577.22
	\$25.73	\$26.97	\$28.22	\$29.47	\$30.73	\$31.99	\$33.14	\$34.36
78	\$56,547.42	\$59,162.47	\$61,753.52	\$64,392.55	\$67,031.59	\$69,574.69	\$72,117.75	\$75,002.46
	\$2,174.90	\$2,275.48	\$2,375.14	\$2,476.64	\$2,578.14	\$2,675.95	\$2,773.76	\$2,884.71
	\$29.00	\$30.34	\$31.67	\$33.02	\$34.38	\$35.68	\$36.98	\$38.46
79	\$60,817.87	\$63,696.82	\$66,503.80	\$69,334.76	\$72,141.75	\$74,876.75	\$77,563.77	\$80,666.32
	\$2,339.15	\$2,449.88	\$2,557.84	\$2,666.72	\$2,774.68	\$2,879.88	\$2,983.22	\$3,102.55
	\$31.19	\$32.67	\$34.10	\$35.56	\$37.00	\$38.40	\$39.78	\$41.37
80	\$65,424.19	\$68,447.10	\$71,493.98	\$74,588.86	\$77,587.77	\$80,562.67	\$83,441.63	\$86,779.29
	\$2,516.31	\$2,632.58	\$2,749.77	\$2,868.80	\$2,984.14	\$3,098.56	\$3,209.29	\$3,337.67
	\$33.55	\$35.10	\$36.66	\$38.25	\$39.79	\$41.31	\$42.79	\$44.50
80A	\$66,078.44	\$69,131.57	\$72,208.91	\$75,334.74	\$78,363.64	\$81,368.30	\$84,276.04	\$87,647.09
	\$2,541.48	\$2,658.91	\$2,777.27	\$2,897.49	\$3,013.99	\$3,129.55	\$3,241.39	\$3,371.04
	\$33.89	\$35.45	\$37.03	\$38.63	\$40.19	\$41.73	\$43.22	\$44.95
81	\$70,003.88	\$73,238.40	\$76,498.56	\$79,810.08	\$83,018.92	\$86,202.06	\$89,282.54	\$92,853.85
	\$2,692.46	\$2,816.86	\$2,942.25	\$3,069.62	\$3,193.04	\$3,315.46	\$3,433.94	\$3,571.30
	\$35.90	\$37.56	\$39.23	\$40.93	\$42.57	\$44.21	\$45.79	\$47.62

SCHEDULE F
EFFECTIVE 7/1/2010
FOR
20 - MICH NURSES ASSOCIATION -UNIT II

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$35,528.31	\$37,208.55	\$38,913.11	\$40,617.69	\$42,297.93	\$44,002.51	\$45,682.73	\$47,338.61
	\$1,366.47	\$1,431.10	\$1,496.66	\$1,562.22	\$1,626.84	\$1,692.40	\$1,757.03	\$1,820.72
	\$18.22	\$19.08	\$19.96	\$20.83	\$21.69	\$22.57	\$23.43	\$24.28
73	\$38,158.24	\$39,960.21	\$41,835.25	\$43,661.59	\$45,512.28	\$47,289.91	\$49,116.24	\$50,869.53
	\$1,467.62	\$1,536.93	\$1,609.05	\$1,679.29	\$1,750.47	\$1,818.84	\$1,889.09	\$1,956.52
	\$19.57	\$20.49	\$21.45	\$22.39	\$23.34	\$24.25	\$25.19	\$26.09
74	\$40,982.97	\$42,979.77	\$44,903.50	\$46,900.29	\$48,872.74	\$50,845.17	\$52,793.26	\$54,717.01
	\$1,576.27	\$1,653.07	\$1,727.06	\$1,803.86	\$1,879.72	\$1,955.58	\$2,030.51	\$2,104.50
	\$21.02	\$22.04	\$23.03	\$24.05	\$25.06	\$26.07	\$27.07	\$28.06
75	\$44,026.86	\$46,145.41	\$48,312.65	\$50,455.55	\$52,525.40	\$54,717.01	\$56,786.85	\$58,783.64
	\$1,693.34	\$1,774.82	\$1,858.18	\$1,940.60	\$2,020.21	\$2,104.50	\$2,184.11	\$2,260.91
	\$22.58	\$23.66	\$24.78	\$25.87	\$26.94	\$28.06	\$29.12	\$30.15
76	\$47,362.96	\$49,651.97	\$51,940.99	\$54,230.00	\$56,518.99	\$58,783.64	\$61,048.31	\$63,312.96
	\$1,821.65	\$1,909.69	\$1,997.73	\$2,085.77	\$2,173.81	\$2,260.91	\$2,348.01	\$2,435.11
	\$24.29	\$25.46	\$26.64	\$27.81	\$28.98	\$30.15	\$31.31	\$32.47
77	\$50,918.22	\$53,377.69	\$55,861.51	\$58,320.97	\$60,829.14	\$63,312.96	\$65,601.97	\$68,012.72
	\$1,958.39	\$2,052.99	\$2,148.52	\$2,243.11	\$2,339.58	\$2,435.11	\$2,523.15	\$2,615.87
	\$26.11	\$27.37	\$28.65	\$29.91	\$31.19	\$32.47	\$33.64	\$34.88
78	\$57,395.63	\$60,049.91	\$62,679.82	\$65,358.44	\$68,037.06	\$70,618.31	\$73,199.52	\$76,127.50
	\$2,207.52	\$2,309.61	\$2,410.76	\$2,513.79	\$2,616.81	\$2,716.09	\$2,815.37	\$2,927.98
	\$29.43	\$30.79	\$32.14	\$33.52	\$34.89	\$36.21	\$37.54	\$39.04
79	\$61,730.13	\$64,652.27	\$67,501.36	\$70,374.78	\$73,223.87	\$75,999.91	\$78,727.23	\$81,876.32
	\$2,374.24	\$2,486.63	\$2,596.21	\$2,706.72	\$2,816.30	\$2,923.07	\$3,027.97	\$3,149.09
	\$31.66	\$33.16	\$34.62	\$36.09	\$37.55	\$38.97	\$40.37	\$41.99
80	\$66,405.55	\$69,473.81	\$72,566.39	\$75,707.69	\$78,751.58	\$81,771.11	\$84,693.25	\$88,080.98
	\$2,554.06	\$2,672.07	\$2,791.01	\$2,911.83	\$3,028.91	\$3,145.04	\$3,257.43	\$3,387.73
	\$34.05	\$35.63	\$37.21	\$38.82	\$40.39	\$41.93	\$43.43	\$45.17
80A	\$67,069.61	\$70,168.54	\$73,292.05	\$76,464.76	\$79,539.10	\$82,588.83	\$85,540.19	\$88,961.79
	\$2,579.60	\$2,698.79	\$2,818.92	\$2,940.95	\$3,059.20	\$3,176.49	\$3,290.01	\$3,421.61
	\$34.39	\$35.98	\$37.59	\$39.21	\$40.79	\$42.35	\$43.87	\$45.62
81	\$71,053.94	\$74,336.98	\$77,646.04	\$81,007.23	\$84,264.20	\$87,495.09	\$90,621.78	\$94,246.65
	\$2,732.84	\$2,859.11	\$2,986.39	\$3,115.66	\$3,240.93	\$3,365.20	\$3,485.45	\$3,624.87
	\$36.44	\$38.12	\$39.82	\$41.54	\$43.21	\$44.87	\$46.47	\$48.33

ARTICLE 32—TERMINATION NOTICE

- Section 1.** Employees shall submit written notice of termination of employment two (2) weeks prior to date of termination.
- Section 2.** Employer shall provide written notice of termination of employment.

ARTICLE 33—JURY DUTY

An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between that portion of his/her pay for jury duty or witness fee which represents a five (5) day work week and his/her regular pay. Mileage shall not be deducted from the portion which the County pays the employee.

ARTICLE 34—LAYOFF AND RECALL

- Section 1. Layoff**
- A. The word “Layoff” means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination or consolidation of a position.
 - B. **Notice to the Association:** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At this meeting, the Employer will make known to the Association, the reason for the layoff.
 - C. **Notice of Layoff.** Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff. The Association Chairperson will receive notice at the same time the employee receives notice.
 - D. Seniority rights for employees within the bargaining unit shall prevail. In reducing the work force because of lack of work, lack of funds or elimination or consolidation of a position, the last employee hired within the Association and within his/her job classification shall be the first employee laid off.
 - E. An employee shall remain on layoff status for a period of time equal to the time he/she has had seniority with the County. After that time, his/her name will be removed from any recall list.
 - F. The Association Chairperson and Professional Rights and Responsibilities Representative from each other office shall be granted super-seniority for purposes of layoff and recall.
- Section 2. Recall Procedure.**
- A. When the working force is increased after a layoff, the last employee within the Association laid off, shall be the first employee recalled within the bargaining unit. The employee shall be recalled to a position within the bargaining unit, at the same classification, pay grade, and the same seniority level as that from which the employee was laid off.
 - B. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to the Employer, regarding their return to work, within ten (10) calendar days from the date of return receipt, the employee shall be considered a quit. In proper cases, exceptions may be made with the consent of the Employer.

ARTICLE 35—FLEXIBLE FRINGE BENEFIT PLAN

The employees will participate in the Washtenaw County Flexible Fringe Benefit Plan and will choose the benefits in that Plan rather than the applicable benefits set forth in other sections of this contract. The Plan will be structured so that employees will be able to purchase back benefits at the levels set forth in this contract without added expenditures.

ARTICLE 36—SUCCESSION

This Agreement shall be binding upon the Employer's successors, assigns, purchasers, lessees and/or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 37—DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2008, except as otherwise noted, to and including December 31, 2010 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice at least sixty (60) days prior to or of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61) day following such notice.

Section 4. In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days' written notice and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

Section 5. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

Section 6. If any article of this contract, or of any riders thereto, should be held invalid by operations of law, or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected there.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement for such articles or sections during the period of invalidity or restraint.

The Employer will publish this document and make available to each nurse in the bargaining unit a copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

FOR THE UNION

By: Florence Baerren
Florence Baerren
Michigan Nurses Association

By: Jayne Worthy-Howlett
Jayne Worthy-Howlett
MNA Unit II Chairperson

FOR THE EMPLOYER

By: Jeff Irwin
Jeff Irwin, Chair
Washtenaw County Board of Commissioners

Attested to:

By: Lawrence Kestenbaum
Lawrence Kestenbaum
Washtenaw County Clerk/Register

APPENDIX A

POLICY AND PROCEDURE: TUITION REIMBURSEMENT

POLICY: Improvement of the worth of staff member of Washtenaw County by the efforts and initiative of each is encouraged. Each staff member who acts to study subjects or train himself/herself in skills that will increase his/her value to the County, and to himself/herself, will receive encouragement in the form of financial assistance. The County expects service from staff members in return that is adequate to compensate for outlay of governmental expenditures.

By resolution of the Washtenaw County Board of Supervisors of October 22, 1968 a Tuition Reimbursement program is authorized.

Scope:

Eligible Staff: Any person having employment status as a permanent and full-time employee of Washtenaw County is eligible for financial assistance under this Tuition Reimbursement program. Further, staff members must have held employment status as a permanent and full-time employee of Washtenaw County for a period of no less than 12 months on the date of starting an approved course.

Courses Approved:

Eligible staff may receive tuition reimbursement for courses that meet one of the following conditions:

1. The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated.
2. The course is in preparation for possible future duties that may be assigned the staff member in his/her present position or upon re-assignment (promotion).
3. Courses are either required or elective subjects necessary to obtain a diploma, certificate, or degree *provided that* the *total* program has first been approved by the approving body.
4. A grade of "C" or better, or if no grades are given for the course, certification of completion of course requirements, is necessary and copy of evidence is to be presented to the Human Resources Director in order to receive any tuition reimbursement from Washtenaw County.

Note: Courses, conferences, seminars, in-service training, and other programs whereby staff members are sent by the County or attendance by staff member is beneficial to his/her position, and all costs of attending such programs are paid by the Employer, are not subject to provisions of this Tuition Reimbursement Program.

Approval:

The approving body of courses under the Tuition Reimbursement Program shall consist of the Human Resources Director and the head of the department in which the course applicant is employed. Tie votes may be decided by the appropriate committee of the Board of Commissioners. In the event the course applicant is himself/herself a department head, approval of his/her stead shall be by the appropriate committee of the Board of Commissioners delegated to be responsible for the department involved.

Responsibility:

The Human Resources Director is assigned as the coordinator of the Tuition Reimbursement Program.

General:

1. Time of the employee away from work is to be made up. Absence time is to be approved by the department head.
2. Course must be approved in writing by the approving body prior to starting the course.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The County expects that an employee will continue employment for at least one (1) year following completion of classes or a program of study.
5. Reimbursements under this program shall be 50% of tuition only upon satisfactory completion of an approved course. Books, supplies, transportation, or other costs of attending classes are *not* to be paid by the County.

Procedure:

1. Each course applicant shall complete and sign an Application for Approval of Reimbursement for Tuition form (sample attached). Adequate answer must be provided to each questions. Copies of the form may be obtained in the County Human Resources Office. Three (3) copies are to be submitted to the County Human Resources Office.
2. The Department Head and the Human Resources Director may meet with the course applicant, discuss the proposed course, and approve or reject the application.
3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Human Resources Office shall retain the first and second copies.
4. Upon successful completion of the course and presentation of satisfactory evidence of course completion, including the grade mark received, together with proof of payment of tuition, the second copy of the Application for Approval of Reimbursement for Tuition will be approved by the Human Resources Director for payment and forwarded to the County Finance Department who shall make payment to the employee.
5. The County Controller shall annually report payments to the employee on Form 1099.
6. The first copy, with evidence of course completion, as outlined in #4 above, shall be entered in the personnel folder of the staff member and retained as a permanent record.

APPENDIX B
Communicable Disease After Hours – On-Call

It is hereby agreed and understood by the undersigned parties that the following terms and conditions shall govern the compensation for **Communicable Disease (CD) After Hours – On-Call** duties. It is understood that the pilot program shall commence effective June 15, 1999 and continue for a period of six (6) months. The parties further agree that the On-Call Pilot Program shall be extended for and will be evaluated six (6) months after marketing the program to community health care professionals and facilities.

1. Public Health shall organize a **CD After Hours Team** to be on-call in the event to respond efficiently and effectively to “after hours” and weekend situations. This team shall be made up of at least four (4) trained staff consisting of **Nursing Supervisors, Public Health Nurses** and the **Communicable Disease Coordinator**.
2. Members of the **CD After Hours Team** shall sign up and scheduled for on-call activity for a period of one (1) week. Sign up shall be on a voluntary basis, but not less than two (2) times per year for each member. The voluntary list shall be routed on a seniority basis. The first routing will allow sign up for a one (1) week minimum per six (6) month period. The second routing will allow the PHN's to sign up for as many weeks On-Call as they wish.
3. Team members shall be on-call and respond to calls Monday – Thursday, 5:00pm – 8:30am, as well as Friday, 5:00pm and continuing through Monday morning at 8:30am. On-call compensation starts outside normal work hours.
4. While on-call, staff will carry a message beeper and mobile phone.
5. Employees shall be paid 7.5 hours, which equates to 1/5 of the average workweek, per on-call week, at their current hourly rate when scheduled on-call to be available.
6. When the staff are telephoned at home concerning work-related functions, he/she shall be compensated as follows, in addition to the 7.5 hours on-call compensation:
 - 0 - 15 minutes per activity = 15 minutes compensatory time
 - 16 - 30 minutes per activity = 30 minutes compensatory time
 - 31 - 45 minutes per activity = 45 minutes compensatory time
 - 46 - 60 minutes per activity = 60 minutes compensatory time

An activity shall be defined as any action(s) related to a single activity.

7. **Weekend and Holiday Work** compensation shall be paid in accordance with Article 31, Section 4(D), #8 of the MNA I contract.
8. Bimonthly evaluations of the pilot shall be conducted to determine the efficiency and effectiveness of the program. At the end of the pilot period, and if the results prove to be positive, the **CD After Hours On-Call Program** may be made formal by way of Letter of Understanding.

APPENDIX C
Letters of Understanding

	Labor Relations Assigned Number	Date Signed
1. Flexible Schedules – County-wide	350	6/28/99
2. Medical Insurance for Retirees	563	7/21/03
3. Computation of Benefits –PT Employees	611	4/8/04
4. Other Eligible Adult	742	10/25/07

APPENDIX D
Board of Commissioners Resolution &
Tentative Agreement



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734)222-6850
FAX (734)222-6715

MEMORANDUM

TO: Barbara Levin Bergman
Chair, Ways & Means Committee

FROM: Diane M. Heidt
Human Resources / Labor Relations Director

THROUGH: Robert E. Guenzel
Washtenaw County Administrator

RE: Tentative Agreement – ***Michigan Nurses Association – Unit II***

DATE: May 7, 2008

Recommended Action:

The Negotiating Team recommends approval of the Resolution approving the Union ratified agreement with Michigan Nurses Association – Unit II.

Background:

Beginning in February, 2007, Administration and Human Resources / Labor Relations brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire 12/31/2007. On April 4, 2007, May 25, 2007, June 13, 2007, and on September 20, 2007, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations. Small group discussions subsequently held with the Board of Commissioners to further discuss and analyze economic parameters.

The vision for the process has been “To create a product and process that both the union and management are satisfied with.” The guiding principles that were followed include:

- Partnership
 - Purpose
 - Right to say “No” ... ensure that everyone is heard
 - Honesty (full disclosure)
 - Accountability
- Engagement – Communication
- Fit with the 10-year Financial Projections
- Even Application of Policy
- Employee Morale (openness & communication)
- Professional Approach (respect & trust)
- Measures of Success / Checkpoints
- Communication (engagement & employee morale)

Further, the County and the Unions engaged in Interest-Based Bargaining (IBB), which is a process that provides the following structure for communication and understanding:

- Identify Issues (problem to be solved)
- Focus on Interests, not Positions (needs and concerns underlying the issues)
- Identify Options (alternatives)
- Look at Standards (Time, \$\$\$, Legality)

It is clear that the IBB process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined.

The collective bargaining agreement with the **Michigan Nurses Association – Unit II**, expired December 31, 2007. The bargaining unit consists of a **Nurse Supervisor and Nurse Supervisor / Practitioner** within the Public Health Department.

The Union has ratified an agreement.

Discussion:

The terms and conditions of the ratified agreement are set forth in the attachment to the Resolution. The highlights are as follows:

LENGTH OF CONTRACT

2008 – 2010

WAGES

2008	0%
1/1/2009	.5%
1/1/2010	1.5%
7/1/2010	1.5%

CLASSIFICATIONS – Effective 1/1/08

Develop a new salary for Grades 78-81. Removing Step 1 and adding a new Step 8 for each grade. The new Step 8 shall be calculated as 4% (reclassification rate) over the existing Step 8 amount.

HEALTHCARE

Active Healthcare –Effective 1/1/09

CORE plan for existing employees with by Community Blue PPO1 with \$0/\$30 prescriptions

CORE plan for employees hired 1/1/09 and beyond will be tiered as follows:

First 3 years of employment	Community Blue PPO10
Years 4-7 of employment	Community Blue PPO2
Years 8+ of employment	Community Blue PPO1

Mail Order Mandatory for Maintenance Drugs providing a 1-month co-pay for 3-month supply

Remove Delta Dental affiliation from collective bargaining agreement

Prescription Drugs will be carved out with a 3rd party Prescription Benefit Manager

Retiree Healthcare – for employees hired 1/1/09 and thereafter

Tiered retiree healthcare eligibility / premium share commensurate with years of services. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare

PENSION

All employees will move to the WCERS defined benefit plan effective 1/1/09 with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County.

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

Effective for employees hired 1/1/09 and thereafter, implement the Rule of 75 with a minimum age of 55.

Effective BOC approval – 12/31/08, reduce the employer contribution to the MPPP by 4.5%.

Effective 4/1/08, increase current WCERS employee contributions to 6% and implement FAC3 for current WCERS employees.

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, modify the WCERS Board Structure as follows:

- County Administrator or his/her designee
- Finance Director
- Two (2) Board of Commissioners
- Two (2) Union Employees
- One (1) Employee At-Large

Employee Representatives would be three (3) years staggered terms. Labor Management Team would appoint the first board, staggering the appointments to agree with staggered terms. Regular elections would occur thereafter.

Retiree Healthcare Contributions (VEBA) – Effective 1/1/2010

Employees would begin contributing 0.5% toward retiree healthcare with a sunset at 12/31/2010. Employee contributions for VEBA / Retiree Healthcare are held in a trust separate from the official VEBA trust for retiree healthcare use ONLY. At such time the employee retirees, his/her contributions and interest shall be officially deposited in the VEBA trust.

LONGEVITY – Effective for employees hired 1/1/09 and thereafter

<u>Years of Service</u>	<u>% Longevity</u>
8-11	3
12-15	4
16-19	5
20+	6

HOLIDAY – effective 4/1/08

Remove ½ day for Good Friday in exchange for full day off at Christmas Eve and New Year’s Eve when they fall between Monday and Friday.

TUITION REIMBURSEMENT

Decrease to 25% reimbursement for a 12-month period effective 9/1/08 – 8/31/09. All other tuition reimbursement language remains status quo.

ME TOO

Washtenaw County is obligated to negotiate in good faith with all collective bargaining units under its employ. As such, tradeoffs of wages and benefits may be discussed and agreed to with other such units as part of the collective bargaining process, and to meet the interest of such groups.

In the event that another employee group within this employer receives a contractual net gain (wages/benefits), parity shall be provided to the Michigan Nurses Association – Unit II.

The retirement contribution increases to 7.5% for the defined benefit total are excluded from this Me Too provision. ***The “me too” does not apply to comparison with the Sheriff’s Department.***

LAYOFF & INSURANCE

In the event an employee of the Michigan Nurses Association – Unit II is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

Years of Service # of Months of Insurance Period:

0-5 Years	3 months
6-10 Years	5 months
11+ years	6 months

NON-ECONOMIC MATTERS

Article 1 – Recognition, Security and Dues

Section 5 – remove membership application

Article 3 – Grievance Procedure, Strikes, Stoppages and Lockouts

Housekeeping

Article 4 – Discipline & Discharge

Section C – A member who receives a disciplinary action which is either a suspension or discharge will be able to file a grievance as the third stage of the grievance procedure. Also include language in grievance procedure.

Article 11 – Funeral Leave (Change to Bereavement Leave)

An employee shall be allowed five (5) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for the death in the immediate family. The following are defined as immediate family: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law and brother in law. An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family members: Aunts, uncles, nieces, nephews, grandparents, spouse’s grandparents, or someone with whom the employee has a legal relationship or a related member in an employee’s household and all such relatives of one’s spouse, and a declared significant other. Also, parents and grandparents of employee’s minor children including children of divorced parents or where the child’s parents are not legally married.

All other provisions of the collective bargaining agreement apply.

Impact on Human Resources:

The change in classifications is within guidelines of the factoring system.

Impact on Budget:

The wage adjustments and other benefit modifications have been considered as part of the budget.

Impact on Other County Departments or Outside Agencies:

None

Conformity to County Policies:

Proposed tentative agreement conforms to County policies.

A RESOLUTION APPROVING THE AGREEMENT WITH MICHIGAN NURSES ASSOCIATION
– UNIT II AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD JANUARY 1, 2008
THROUGH DECEMBER 31, 2010.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

May 21, 2008

WHEREAS, beginning in February, 2007, Administration and Human Resources / Labor Relations brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire 12/31/2007; and

WHEREAS, on April 4, 2007, May 25, 2007, June 13, 2007, and on September 20, 2007, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations. Small group discussions subsequently held with the Board of Commissioners to further discuss and analyze economic parameters; and

WHEREAS, the vision for the process has been “To create a product and process that both the union and management are satisfied with.”; and

WHEREAS, the guiding principles that were followed include partnership, engagement, fit with the 10-year financial projections, even application of policy, employee morale, professional approach, measures of success / checkpoints, and communication; and

WHEREAS, the County and the Unions engaged in Interest-Based Bargaining (IBB), which is a process that provides a structure for communication and understanding between the parties; and

WHEREAS, it is clear that the IBB process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined; and

WHEREAS, the collective bargaining agreement with Michigan Nurses Association – Unit I, expired December 31, 2007; and

WHEREAS, the Union has ratified an agreement.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with Michigan Nurses Association – Unit II and Washtenaw County for the period January 1, 2008 through December 31, 2010 as attached hereto and made a part hereof

BE IT FURTHER RESOLVED that the Labor Relations Manager is authorized to draft a new collective bargaining agreement to be presented and signed by the Washtenaw County Board of Commissioners

TENTATIVE AGREEMENT

Washtenaw County & Michigan Nurses Association – Unit II

LENGTH OF CONTRACT

2008 – 2010

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1/1/2010	1.5%
7/1/2010	1.5%

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LAYOFF & INSURANCE

In the event an employee of the Michigan Nurses Association – Unit II is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

<u>Years of Service</u>	<u># of Months of Insurance Period:</u>
0-5 Years	3 months
6-10 Years	5 months
11+ years	6 months

NON-ECONOMIC MATTERS

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Section 5 – remove membership application

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All other provisions of the collective bargaining agreement apply.