

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF OTTAWA
AND
MICHIGAN NURSES ASSOCIATION AND
LOCAL STAFF COUNCIL**

JANUARY 1, 2009 – DECEMBER 31, 2011

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AGREEMENT BETWEEN

COUNTY OF OTTAWA

AND

MICHIGAN NURSES ASSOCIATION LOCAL STAFF COUNCIL

THIS AGREEMENT is entered into this 1st day of January, 2011, by and between the MICHIGAN NURSES ASSOCIATION, hereinafter called the "Association" and the LOCAL STAFF COUNCIL, hereinafter called the "Nurses Council", and the OTTAWA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "The Board of Commissioners" or "County".

PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Association and Nurses Council and the Board of Commissioners, so as to serve the best interests of the parties and the people of Ottawa County.

The parties recognize that the interests of the community and the job security of the employees depend upon success in establishing proper services for the community.

To the ends the Association and Nurses Council and the Board of Commissioners encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

The feminine pronoun, whenever used, includes the masculine pronoun; the masculine pronoun, whenever used, includes the feminine pronoun, and the singular pronoun also includes the plural pronoun unless the context clearly indicates otherwise.

Employer shall mean the Ottawa County Board of Commissioners or their designated representatives representing the People of the County of Ottawa.

ARTICLE I
RECOGNITION

Section 1. Recognition. The Board of Commissioners hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all full-time and regular part-time registered nurses employed by the Ottawa County Health Department in the classifications of Community Health Nurse and Nurse Practitioner but excluding supervisors (Clinical Team Supervisors, Clinic and Community Health Manager, and Community Health

Team Supervisor), executives and all other employees, for the purposes of collective bargaining in respect to rates of pay, hours of employment and other terms and conditions of employment.

ARTICLE II ASSOCIATION MEMBERSHIP

Section 1. Voluntary Membership. Any and all employees in the bargaining unit described in Article I shall be free to become members of the Association.

Section 2. Maintenance of Membership. All employees in the bargaining unit represented by the Association who are members of the Association on the effective date of this Agreement, or who become Association members after the effective date but during the term of this Agreement, shall, as a condition of continued employment, maintain such membership for the duration of this Agreement by paying to the Association the regular monthly dues uniformly levied against all members of the Association.

Section 3. Voluntary Dues Check-Off. (a) The County agrees that regular monthly dues of the Michigan Nurses Association will be deducted from the pay of each employee who voluntarily files with the County's Accounting Department a check-off authorization form which has been executed by the employee and which remains in effect. Such amounts shall be promptly remitted to the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864, within thirty (30) days after deduction.

(b) The County shall not be liable to the Michigan Nurses Association by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than actual voluntary dues deductions made from employees wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

Section 4. Indemnification. The Association agrees to indemnify and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the provisions of this Article.

ARTICLE III MANAGEMENT RIGHTS

Section 1. The Board of Commissioners retains the right to manage the business of the County Health Department in compliance with effective state statutes, including the right to decide the number and location of departments and divisions, the types and kinds of machines and other equipment, the kinds and numbers of services and the scheduling of such services, to maintain order and efficiency in its departments and divisions, to establish and enforce reasonable rules, to discipline and discharge for just cause, to demote for just cause, to determine layoff, to assign, to transfer and promote employees and to determine the starting and quitting time and number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. Subcontracting. The Management Rights provision of this Agreement grants the right to the County to subcontract work performed by the bargaining unit employees without bargaining over that decision as long as it does not cause an existing employee to be laid off, terminated, demoted to a lower paying job or not be recalled from layoff.

This collective bargaining agreement does not contain provisions prohibiting subcontracting but the parties recognize that the Public Employment Relations Act (PERA) controls the duty to bargain over subcontracting. The Association does not abrogate its rights nor the Employer its obligation to negotiate with respects to all matters that are mandatory subjects of bargaining under PERA.

If the reasons for subcontracting are entirely within the Employer's control, the Employer agrees to provide the Association at least sixty (60) days notice of its intent to subcontract.

ARTICLE IV ROLE OF THE NURSE

Section 1. Role of Nurse. Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public health nurses participate in the analysis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics, nursing homes, at the jail and other settings. Public health nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of their work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

The public health nurse frequently serves as liaison in bringing together the professional and nonprofessional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The public health nurse presents the potential of public health nursing's contributions in community program planning and in analysis and treatment of community ills. They lend support and special skills to the total configuration of public health practice.

Section 2. Non-routine Duties. The parties agree that routine clerical functions are not the routine responsibilities of public health nurses.

Section 3. Employer Support. Employer agrees that it will continue to support the Nurses in their compliance with their professional code of Ethics for Nurses and to implement the above definition of functions and responsibilities with policies and procedures that permit its public health nurses to be fully utilized in providing the best possible public health nursing care.

ARTICLE V
NEGOTIATION PROCEDURE

Section 1. Beginning Negotiations. The parties agree that contract amendments, including economic matters, shall be subject to renegotiation by the parties, starting 90 calendar days before the termination date hereof and attempting to conclude on or before said termination date.

Section 2. Selection of Representatives. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from outside or within the County employees. It is recognized that no final agreement between the parties may be executed without ratification by the Local Staff Council with the approval of the Michigan Nurses Association and by the Board of Commissioners, but the parties mutually pledge that the representatives selected shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 3. Agreements. Any agreements so negotiated shall apply to all members of the Bargaining Unit and shall be reduced to writing and signed by the authorized representatives of the Association and the Board of Commissioners.

Section 4. Meeting Times. Negotiation meetings shall be alternated between normal working hours and non-working hours. Employees shall be paid for time spent during working hours for the first eight (8) such meetings which occur during working hours. Exceptions to this rule may be made where mutually agreed.

ARTICLE VI
SPECIAL CONFERENCES

Section 1. Purpose. Special Conferences for the improvement of professional working relations, health, safety, and nursing standards will be arranged between the Chairperson of the Nurses Staff Council and the representative selected by Employer upon the request of either party. Such meeting shall be between not more than two (2) members of the Nurses Staff Council and not more than two (2) non-employee representatives for the Association, and the Employer representative(s).

Arrangements for such Special Conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those matters included in the agenda. Conferences shall be held between 9:00 a.m. and 4:00 p.m. Special conference shall be scheduled within ten (10) days after a request for such conference is made, provided that neither party shall call for more than one special conference in any period of one (1) calendar month without the prior agreement of the other.

Section 2. Payment. Members of the Staff Council shall not lose any pay for time spent in such special conferences.

Section 3. Restrictions. It is understood and agreed that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement.

Section 4. Information. An informational summary of the Special Conference will be prepared by those in attendance and posted in all Ottawa County Health Department sites.

ARTICLE VII GRIEVANCE PROCEDURE

A. REPRESENTATION

Section 1. Grievance Committee. The Association shall be represented in the grievance procedure by a Grievance Committee, hereafter referred to as the Grievance Committee, composed of a maximum of two (2) members of the County Health Department Nurses Staff Council, including one (1) Chairperson, who are chosen by the members of the Staff Council.

Section 2. Naming Committee. The Association will furnish the Employer with the names of the membership of this Committee and their alternates.

Section 3. Purpose. The Grievance Committee shall process grievances at all levels of the procedure.

Section 4. Investigation of Grievance. A designated member of the Grievance Committee shall, without loss of time or pay, be permitted to use working hours when necessary for the purpose of investigating grievances which have been filed after appropriate arrangements are made with the supervisor. If the Grievance Committee member is requested by the Employer to handle a grievance or attend a meeting with Employer representatives after the regularly scheduled work day, he/she shall receive compensatory time off at a mutually acceptable time.

Section 5. Pre-meeting Time. On grievances starting with Step One, the Grievance Committee representatives may meet at a place designated by Employer on the County's property for not more than one-half (1/2) hour immediately preceding this meeting with the representative of Employer.

B. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for settlement of disputes as they arise concerning the interpretation or application of this Agreement, without interruption or disturbance of the normal operation of the County Health Department and its services.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees in the Bargaining Unit. To this end, both parties encourage an

employee having a complaint to first discuss it with the employee's immediate supervisor to try and resolve the matter informally. Both parties agree that proceedings under the Grievance Procedure shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. (a) "Grievance" shall mean a written complaint by any employee in the Bargaining Unit covered by this Agreement, based upon an event, condition, or circumstance under which the employee works caused by a claimed violation of a provision of this Agreement.

(b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.

Section 3. Steps in the Grievance Procedure:

STEP ONE. In the event an employee has a grievance, the employee and a member of the Grievance Committee shall reduce the grievance to writing (using the established grievance form), shall set forth the facts upon which it is based, shall identify the provision(s) of this Agreement alleged to have been violated, shall state the relief requested, and shall submit it to the employee's Manager and to the Human Resources Director within seven (7) days of the occurrence of the grievable event or when the employee should reasonably have known of the event. Unless mutually agreed otherwise, the grievant and his or her representative of the Grievance Committee shall meet with the Manager to discuss the grievance. The Manager shall respond to the grievance in writing within seven (7) days after such meeting or within fourteen (14) days after receipt of the grievance, whichever is the later.

STEP TWO. If the grievance is not satisfactorily resolved at Step One and the employee desires to appeal it to Step Two, such written appeal of the grievance shall be presented to the Health Officer and Human Resources Director/designee within five (5) days after the Manager's Step One answer. Unless mutually agreed otherwise, the grievant and his/her representative of the Grievance Committee and the non-employee representative of Michigan Nurses Association shall meet with the Health Officer and Human Resources Director/designee to discuss the grievance. The Health Officer shall give a written answer to the grievance within seven (7) days after such meeting or within thirty (30) days after receipt of the grievance at this step, whichever is the later.

STEP THREE. (a) Appeal. Any grievance which is unresolved at Step Two of the Grievance Procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice by the Michigan Nurses Association to the Human Resources Director, within sixty (60) days of receipt of the Health Officer's Step Two answer.

(b) Selection of an Arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days after receipt of the written notice requesting arbitration, a selection shall be made in accordance with the arbitrator selection procedures of the State Mediation Service now in effect.

(c) Powers of the Arbitrator. (i) The Arbitrator shall be empowered to hear, investigate and decide a grievance which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement, subject to the limitations stated below. The arbitrator shall have discretion to uphold or rescind disciplinary measures imposed by the County, the determination to depend upon whether or not a breach of this Agreement is involved.

(ii) The Arbitrator shall not have the power to:

- (a) Add to, subtract from, disregard, alter or otherwise modify any provisions of this Agreement;
- (b) Establish or modify any salary rate, classification or plans;
- (c) Rule on any provision of the pension or insurance programs;
- (d) Change or alter any policies, rules and/or actions of the County which are not specifically in violation of this Agreement.

(iii) In the event the Arbitrator finds that he/she has no power to rule on the case, the matter shall be referred back to the Grievance Committee and the Human Resources Director without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the Arbitrator, and such witnesses may be questioned by the Arbitrator or the opposing party.

(d) Decision. The decision of the Arbitrator shall be binding on the Michigan Nurses Association Local Staff Council and on the County.

(e) Fees and Expenses. The fees and expenses of the Arbitrator shall be shared equally by the Association and the County. All other expenses relating to the Arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

(f) Time Limits. The grievances specified herein must be initiated by the grieving party and must be processed within the time limits provided. Failure to meet these time limits shall result in an automatic and final rejection of the grievance. The parties may extend these time limits by mutual agreement.

Section 4. Consolidated and Policy Grievances. Grievances affecting more than one (1) employee shall be treated as a policy grievance and entered directly at Step 2 of the Grievance Procedure by the Michigan Nurses Association. Grievances arising under an identical set of facts, circumstances or incidents shall be considered and handled as one (1) grievance. If the matter is resolved or is taken to arbitration, the decision shall apply to all employees so involved. In such consolidation and policy grievances, the Michigan Nurses Association Representative will sign on behalf of all grievants along with the Staff Council Chair.

Section 5. Expedited Grievances. Should an employee who has been given disciplinary time off without pay consider such action to be improper, a grievance may be processed beginning at STEP TWO of the Grievance Procedure.

ARTICLE VIII
SALARIES

Section 1. Salary Schedule. Salaries for full-time and part-time employees: (a) Registered Nurses in the bargaining unit shall be paid in accordance with the salary schedule attached hereto and made part of this Agreement.

(b) The salary schedule is based upon an eight (8) hour day and a five (5) day week for public health nurses.

(c) Except as otherwise provided in section (2), (3), and (4), each regularly scheduled Registered Nurse shall be placed on the salary schedule according to the length of his/her employment within a position classification with the County Health Department, except that leaves of absence of more than ninety (90) successive calendar days shall not be counted as time employed for the purpose of computing the step on the salary schedule.

Section 2. Experience Credit. Nurses who have nursing experience may receive, for the purpose of placement in the salary schedule, up to five (5) years credit for the experience when beginning employment with the County. The amount of credit will be determined by the Employer according to the type of experience (e.g. public health or general nursing), the requirements of the position to be filled, and the budget requirements (e.g. replacement personnel for balance of budget year).

Section 3. Advancement on Salary Schedule. When a Registered Nurse has satisfactorily completed the time period as specified between the salary levels on the salary schedule and his/her hiring date within a classification, he/she may advance to the next level on the salary schedule.

Section 4. (a) Longevity Plan. All full-time and part-time employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

Years of Completed Continuous Service with the Employer as of October 1st of each year	Amount of Payment
5 years	\$150
For each year after 5 years up to thirty (30) years total	\$ 50 additional to a maximum of \$1,400

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.

(b) Effective upon ratification (April 1, 2004), employees hired into the bargaining unit will not be eligible for longevity pay.

ARTICLE IX WORKING HOURS AND OVERTIME

Section 1. Hours of Work. The normal work week of a full-time nurse shall be Monday through Friday working eight hours within the hours of 8 A.M. and 7 P.M. including a non-paid one (1) hour lunch period, and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon, except; however, when the nurse is hired to work other hours than specified within this section or where it is agreed upon in advance upon the hiring of a nurse.

Section 2. Overtime. Time and one-half overtime is to be granted to any Nurse who works over forty (40) hours in one (1) week or on Saturday, Sunday, or Holidays. Time and one-half overtime may not be carried over from one pay period to the next. Each Nurse may choose to offset time and one-half off from regular hours during the pay period if approved by the Employer or receive equivalent pay for the overtime worked within the pay period. All compensatory time and overtime must be approved, and whenever possible in advance, by the Employer. De Minimis amounts of time will not be submitted by employees.

Section 3. Closure of County Buildings and Facilities. In the event, because of inclement weather or other emergency conditions, one or more of the County facilities or operations should be closed, delayed, or open for operation other than regular business hours the decision shall be made by the Ottawa County Administrator or his/her designee, in consultation with the Chairperson of the Ottawa County Board of Commissioners, and the Ottawa County Sheriff. If such a decision is made the Ottawa County Board of Commissioners Administrative Policy on the Closure of County Buildings and Facilities shall be followed. In the event that this occurs: 1) if called before 8:00 a.m. employees regularly scheduled to work on the day of the alert shall receive a normal day's pay and not be expected to go to work, 2) if called after 8:00 a.m., before 12 noon, those employees who reported to work shall receive a normal day's pay. Those employees who have not reported to work shall be charged 4 hours sick, compensatory, or vacation time, 3) if called after 12 noon those employees who did not report to work shall be charged 8 hours from their accumulated sick, compensatory, or vacation time and those employees regularly scheduled to work who reported shall receive their normal day's pay.

Section 4. Variances. The Nurses agree to continue to cooperate in adjusting their normal weekly work schedules in order to accommodate special circumstances.

Section 5. Minimum Call-in. Employees "called-in" to work on Saturday or Sunday shall be guaranteed two (2) hours minimum "call-in" pay for said "call-in" (limited to one (1)

such payment on any given Saturday or Sunday). Employees "called-in" to work on a designated holiday shall be guaranteed a minimum "call-in" pay of three (3) hours for said "call-in" (limited to one (1) such payment on any given holiday). "Call-in" pay shall be at straight time rate unless the employee's actual time worked for the week would benefit him or her greater under Section 2 of this Article in which case, Section 2 and not the provisions of this Section would be applied.

Section 6. Car Accident. In the event of a car accident occurring while on working time, the nurse involved shall be granted a reasonable amount paid time off as determined by the County (not to exceed eight (8) hours to resolve matters incident to such an accident).

Section 7. Flex Time. Flex time may be requested by the employee and granted in the sole discretion of the Employer. Requests for flex time must be made at least 24 hours, if possible, before the date it is to be used and must be approved by the immediate supervisor before it is used.

ARTICLE X DEFINITIONS OF EMPLOYEES

Section 1. Full-time Employees. Nurses scheduled to work at least 40 hours per week shall be considered as full-time employees. A full-time employee shall be entitled to all the benefits under this Agreement except where otherwise indicated.

Section 2. Part-time Employees-A: Nurses who are regularly scheduled to work the equivalent of at least sixteen (16) hours per week throughout the calendar year shall be classified as part-time employees. They shall receive pay and benefits as provided for in this Agreement on a pro-rata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise. It is not the intention to change the status (whether pro-rata or not) of current part-time benefits.

Section 3. Part-time Employees-B: Registered Nurses who are scheduled for temporary part-time work or regular part-time work less than sixteen (16) hours per week, or temporary full-time work, shall be paid as a full-time nurse, at the beginning step on the salary schedule, in the same job classification, computed on an hourly basis; however, they shall not be entitled to any other benefits as provided for in this Agreement. Temporary part-time and temporary full-time Registered Nurses shall not be hired for a period of more than ninety (90) days duration.

ARTICLE XI HOLIDAYS

Section 1. Recognized Holidays. The following holidays are recognized for Public Health Nurses of Ottawa County:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4

1/2 day before Christmas
Christmas Day - Dec. 25
1/2 day before New Year's

Labor Day - First Monday in September
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving

Five (5) Floating Holidays

Section 2. Holidays Falling on Weekends. (a) Except as provided in (b) below, if any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday; and if any such holiday falls on Saturday, it shall be celebrated on the preceding Friday provided, however, that if an employee's regular work week include Saturday work, such employee shall celebrate the holiday on Saturday.

(b) In the event Christmas and New Year's Day holidays fall on a Saturday, such holidays will be celebrated on the Friday preceding the holiday and Christmas Eve and New Year's Eve holidays shall be celebrated on the Thursday preceding the holiday. In the event Christmas Eve and New Year's Eve holidays fall on Sunday, such holidays will be celebrated on the Friday preceding the holiday and the Christmas and New Year's holidays will be celebrated on the following Monday.

Section 3. Eligibility. (a) To be eligible for Holiday pay, a Nurse must have worked the entire last scheduled work day immediately before and after the Holiday, unless the Nurse can present a doctor's note for a sick absence and has his/her supervisor's approval.

(b) When a Holiday falls within a Nurse's vacation period or during an approved leave of absence with pay and she is absent from work because of her vacation or such paid leave, she will be paid for the Holiday and not be paid nor charged for vacation time or such leave on the day of the Holiday. A Nurse on an unpaid leave of absence shall not be paid for any Holiday which occurs during such unpaid leave except as provided for within this Section (c) below. A Part-time Employee-A whether or not she is scheduled to work on the day the holiday happens to fall shall receive Holiday pay prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

(c) A Nurse who is on an unpaid leave of absence or layoff at the time a holiday occurs will be paid for that holiday if her unpaid leave or layoff commenced during the work week immediately prior to or during the week in which the holiday occurs.

(d) Nurses scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to holiday pay.

Section 4. Floating Holiday Scheduling. (a) So far as possible, considering the needs of the Department, "floating" holiday schedules submitted by March 15, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual "floating" holidays scheduled in accordance with departmental needs. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times.

(b) "Floating" holidays not scheduled by March 15 shall be used within the calendar year by the employee as mutually agreed to with the Department Head.

(c) "Floating" holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.

(d) (i) Part-time Employee-A shall receive "floating holiday" pay for the day of the "floating" holiday as used prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

(d) (ii) Part-time Employee-A shall receive "floating holidays" on a pro-rata basis based upon the hours regularly worked in comparison to full-time i.e., (.5 FTE equals 20 hours of Floating Holiday).

ARTICLE XII INSURANCE PROGRAMS

Section 1a. All insurance benefits provided pursuant to this Bargaining Agreement shall be subject to the terms and conditions of the applicable policy or policies; and if any such insurance provisions of this contract are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

b. Hospital/Medical Insurance. Employees in this bargaining union, in accordance with this Section, who are regularly scheduled to work sixteen (16) or more hours per week, will be eligible to participate in a group hospital/medical program provided through the County. For eligible employees, such coverage shall become effective on the first full pay period following a sixty (60) day waiting period. Such employees may obtain the necessary applications from the Human Resources Department.

c. The County Cafeteria Plan in 2011 includes options for employees consisting of a 100/80 Priority POS; a 90/70 Priority POS; a HDHP with an H.S.A. for health insurance; Delta Dental (high/low plan); National Vision Administrators (high/low plan). All insurance benefits provided pursuant to this contract shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies (see Appendix B & C).

d. In 2011, the County will fund the applicable deductible into the employee H.S.A. (\$1,200 single; \$2,400 family).

e. Employees have life insurance even if they opt out of the County Health Plan.

f. Effective January 1, 2011: Auto Exclusion (as explained below) will not be applicable while the County maintains fully funded health insurance plans.

Auto Exclusion: The following provisions will be added to the Plan document and will apply to any automobile related claims incurred by a Michigan or non-Michigan resident. In the event that this provision conflicts or appears to conflict with any existing

language pertaining to the payment of claims arising out of automobile accident, the terms of this amendment will rule:

Motor Vehicle Exclusion-Michigan Residents Only: Benefits are not payable under this plan for injuries received in any accident involving a motor vehicle as defined in the plan.

It is your responsibility to obtain proper Motor Vehicle insurance that will give you and your Family medical benefits. If you fail to maintain your Motor Vehicle insurance, you will not have any medical expense covered for auto-related injuries. This exclusion shall not apply to a Covered Person who is a Michigan resident involved in an accident outside the state of Michigan for which Michigan no-fault coverage is not legally available. However, this exclusion shall apply if a Covered Person is injured while in his or her own uninsured Motor Vehicle for which a Michigan no-fault policy is legally required and would have provided coverage, had such a policy been in effect.

Section 2. Life Insurance. The Employer will provide life insurance in the amount of one times (1x) the employees' annual salary to each Nurse who is scheduled to work at least sixteen (16) hours per week. Employees are allowed at their cost to purchase dependent life insurance. The amount of insurance is limited to the established amount under the County Plan.

Section 3. Insurance Carriers. The Employer may change the insurance carrier, provided that comparable benefits are provided under any new insurance program.

Section 4. (a) Continuation/Termination of Insurance Coverage. The County's contribution towards the cost of the hospital/medical insurance and life insurance benefits provided for eligible employees pursuant to this Agreement shall be subject to continuation and/or termination as follows:

- (i) Such contributions will be continued for the first one (1) year of an approved leave of absence due to disability compensable by worker's compensation.
- (ii) Such contributions will be continued for so long as an employee is on an approved and fully paid leave of absence.
- (iii) Such contributions will be continued during the first twelve (12) weeks of an approved but unpaid medical leave as if the employee had continued to work. If the employee is currently required to pay a portion of the cost of the health plan coverage, he/she must continue to make this payment.
- (iv) Such contributions will cease at such time as an employee begins an approved but unpaid personal leave.
- (v) Such contributions shall be continued for thirty (30) days following layoff.

(vi) Such contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.

(vii) Such contributions shall be discontinued immediately upon termination of an employee's employment.

(viii) Such contributions will be continued during unpaid leaves for a newborn or a newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks in a twelve (12) month period for both forms of leave combined.

(b) If an employee wishes to continue coverage for any period with respect to which the County's obligation does not exist or apply, the employee shall have the sole responsibility for making all the arrangements and payments necessary for the continuance of such coverage at his/her own expense; provided, however, that an employee on an approved leave of absence may make arrangements with the Human Resources Department for continuation of the employee's insurance coverage (at his/her expense) if:

(i) The employee requests such continuation in writing to the Human Resources Department thirty (30) or more days in advance of the date when the employee's payments would be due; and

(ii) The employee makes the required premium payment to the Human Resources Department thirty (30) or more days in advance of the payment's due date; and

(iii) The insurance carrier and policy allow such continuation.

Section 5. Salary Wage Continuation Policy (Short Term Disability Plan). The County will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

Section 6. Long Term Disability Plan. The County shall provide a long term disability plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) months.

ARTICLE XIII HEALTH PROGRAM

Section 1. Current Employees. (a) Where deemed appropriate by the Health Officer or his/her designee, a Nurse may be required by the County to undergo such medical examination as the County may determine.

(b) In such instances, the Nurse may choose a qualified physician or physicians to conduct such medical examination. If deemed necessary (in the County's opinion), a Nurse may

be required to undergo a second medical examination by a physician or physicians designated by the County.

(c) The County shall pay the full cost of medical examinations required by it pursuant to this Section.

Section 2. Tuberculosis Control. (a) Upon or before employment, the Ottawa County Health Department shall provide pursuant to accepted medical standards a Mantoux 5 TU PPD skin test (or other valid test) unless previous test was positive.

(b) If the test or previous test is positive, an additional test and/or X-rays will be taken as recommended by the Ottawa County Health Department.

(c) When a bargaining unit employee is diagnosed with active tuberculosis, the employer will institute a follow-up procedure.

(d) Current employees shall be tested in a manner consistent with OSHA regulations.

Section 3. Immunizations. The Employer offers Registered Nurses the opportunity of obtaining the following immunizations free of charge.

(a) Rubella - The employer will offer each bargaining unit employee Rubella test and/or immunization free of charge if needed as determined by current accepted standards.

(b) TDaP (Tetanus Diphtheria Acellular Pertussis) The Employer will offer TDaP booster if more than ten (10) years (or current standard) since last dose. Employees are required to keep current according to accepted standards.

(c) Influenza Immunization will be offered yearly to bargaining unit employees.

(d) Polio series or booster (if at risk according to accepted standard) will be offered to bargaining unit employees.

(e) Hepatitis B testing and immunization will be offered as necessary to such bargaining unit employees determined at risk by the Employer.

(f) Hepatitis A

(g) Pneumonia – if the employee is 65 years of age or older.

(h) Zostavax – if the employee is 60 years of age or older.

(i) Any other vaccines recommended by the Employer.

Section 4. Resumption of Services. (a) Any employee or former employee who has been off the County's active payroll or on a leave of absence for a period of six (6) months or more, or for a period shorter than six (6) months if the Employer believes such medical

examination may be necessary, may be required by the County, before or upon resumption of services to undergo such medical examination as the County may determine.

(b) The County may also designate the physician or physicians to conduct such medical examination, or (in the County's discretion) may allow the employee to obtain medical examination by a qualified physician or physicians of the employee's choosing.

(c) The County shall pay the full cost of the medical examinations required by it pursuant to this Section.

ARTICLE XIV
VACATIONS

Section 1. Vacation Entitlement. (a) Full-time Employees and Part-Time Employees A. Regularly scheduled full-time and part-time employees A Nurses' vacation time shall accumulate at the rate of:

YEAR OF SERVICE	RATE OF EARNING
During the first (1 st) through the third (3) years	.03846 hours of paid vacation per paid hour of work (10 days)
During the fourth (4th) through the tenth (10th) years	.05769 hours of paid vacation per paid hour of work (15 days)
During the eleventh (11th) year	.06154 hours of paid vacation per paid hour of work (16 days)
During the twelfth (12th) year	.06538 hours of paid vacation per paid hour of work (17 days)
During the thirteenth (13th) year	.06923 hours of paid vacation per paid hour of work (18 days)
During the fourteenth (14th) year	.07308 hours of paid vacation per paid hour of work (19 days)
During the fifteenth (15th) year through the nineteenth (19th) year	.07692 hours of paid vacation per paid hour of work (20 days)
During the twentieth (20 th) year and beyond	.088462 hours of paid vacation per paid hour of work (23 days)

Part-Time Employees A shall be credited with paid vacation time equal to their hours worked based upon the full-time vacation schedule. As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours up to but not exceeding 2,080 paid hours

per vacation year. (Vacation time to be rounded to the nearest whole hour). NOTE: Employees hired into this unit prior to January 1, 2009 would follow the 2006-2008 Collective Bargaining Agreement for years 1 through 3.

(c) Probationary Employees. No Nurse shall be eligible to take vacation time or receive pay for any vacation time during the probationary period of employment.

Section 2. Scheduling. When possible, considering the needs of the Department, vacations will be scheduled at the convenience of the Nurse. However, the Employer shall have the right to approve individual vacation schedules in accordance with Departmental needs.

Four (4) weeks advanced notice must be given prior to the requested vacation time. In case of conflict individual consideration will be given by the Employer.

Section 3. Payment to Beneficiary. In case of the death of an employee, any unused vacation pay for which she is eligible will be paid to the named beneficiary or, in the absence of such designation, to the employee's estate.

Section 4. Payment. Employees will be paid vacation pay based on their classification at the time of the vacation period.

Section 5. Payment at Termination. Upon termination of employment, an employee shall be compensated for vacation leave for which she is eligible at the current rate of pay received by said employee.

Section 6. Miscellaneous. (a) Vacation Year. For the purposes of this Article, a vacation year is defined for employees as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

(b) No Accumulation. At no time shall an employee's credits exceed two hundred (200) hours, or the prorated FTE equivalent for Part Time A employees.

(c) Prohibited Advance Use. Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided). However, vacation may be approved in advance of the time being earned with the understanding that if the time is not earned in full, then the vacation may be either denied or shortened.

ARTICLE XV RETIREMENT PLAN

The retirement plan for employees covered by the Agreement is a MERS B-3, MERS E-2 benefit, and the Section F-55 waiver, with the employees paying 6.99%.

ARTICLE XVI SICK PAY, WORKER'S COMPENSATION

Section 1. Sick Leave. (a) Regular full-time employees shall be credited six (6) paid sick leave days at the beginning of each calendar year. New regular full-time employees shall be credited with a prorated amount.

(b) (i) Regular Part-time Employees-A shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

(ii) Carryover. At the beginning of each calendar year, up to six (6) days of sick leave from an employee's prior year's sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed twelve (12).

(c) Credit. Sick leave may only be used as provided for within this Agreement. A Nurse utilizing sick leave shall provide such proof of the bona fide use of sick leave as may be required by the Employer. Nurses shall be eligible to utilize sick leave upon completion of thirty (30) days of employment. The advance use of future credits for sick leave shall not be permitted. If absence occurs due to illness and no credit exists, the employee is absent without pay.

(d) Request Form. Each Nurse shall be responsible for giving her signed absentee record to the Employer immediately following her return to work.

(e) Illness.

(i) Employee Illness. Paid sick leave may be utilized by an employee in the event of his/her disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury or disability is job related and compensable by worker's compensation, then and in such event, the use of paid sick leave shall be subject to the provisions of Section 2, below pertaining to Worker's Compensation.

(ii) Child/Spouse Care. Employees shall be provided with up to two (2) days per year with pay for "child care" due to illness or injury of employee's children between one (1) month and seventeen (17) years old or spouse care; except, however, the use of such time for spouse care must be approved and such approval shall be at the Employer's sole discretion.

(iii) Family Illness. Accumulated paid sick leave may be used for necessary family medical situations in an employee's immediate family which requires immediate medical attention. An employee shall be limited to no more than three (3) days of paid sick leave per necessary family medical situation in the employee's immediate family with no more than a total of five (5) days of paid sick leave to be taken per calendar year. For purposes of this subsection, "immediate family" shall be defined as spouse, child, parent, mother-in-law, or father-in-law.

(f) Prolonged Illness or Disability. An employee who has a medically verified disability, to include pregnancy, or who requires serious surgery shall be entitled to a

medical leave of absence up to ninety (90) calendar days. Such leave shall commence at any time after the employee's physician has confirmed the medical disability and the employee gives notice to the Employer.

Accumulated sick and annual leave may be utilized prior to the commencement of the medical leave. When the medical leave of absence under this provision is granted for a specific period of not more than ninety (90) calendar days, the employee upon a doctor's approval to return to work shall be entitled, at the termination of such leave, to be reinstated at the same step and level of position the employee held at the time the leave was granted.

Upon the employee's physician's confirmation of the continuing medical disability, an additional leave of absence may be granted up to nine (9) months without pay. Upon approval of the employee's doctor to return to work during this extended leave, the employee at the termination of such leave, shall be entitled, if a vacancy exists, to be reinstated at the same step and level of position the employee held at the time the leave was granted. If no such vacancy exists, the employee shall have the option to return to work in a lower classification where a vacancy exists until such time as the employee can be reinstated to the original classification. Vacation credit, can be reinstated to the original classification. Vacation credit, seniority, pension and sick leave will be frozen during an additional leave after ninety (90) calendar days. Holidays will be paid only while on paid sick leave.

All leaves in excess of ninety (90) calendar days can only be granted by the County Administrator. The County reserves the right to continue the leave to that time originally requested by the employee.

(g) Bereavement Leave. (i) Full-time and Part-time Employees-A who have completed their probationary period may be granted up to a total of four (4) work days as bereavement leave with pay in the event of death in the employee's immediate family. As used in this Section the term "immediate family" is defined as including an employee's spouse, child, parent, brother or sister, brother-in-law or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, grandchild, daughter-in-law, son-in-law or stepchildren. No more than two (2) days of paid bereavement leave may be used by the employee in the event of the death of the employee's niece or nephew. If used, Part-time Employee-A shall receive for each bereavement day used pay prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

(ii) Paid Bereavement Leave may be granted during an employee's paid vacation or floating holiday provided the Employer agrees and verification of death is submitted immediately upon the employee's return to work.

(h) Funerals. An employee may use one-half (1/2) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend in a local area, or one (1) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend if

travel is required outside the local area. The employee shall elect, at the time of the absence, whether to have such absence charged against his/her available sick leave or vacation.

(i) Medical, Dental Appointments. Under extenuating circumstances, sick leave may be used for medical or dental appointments if approved in advance by the Employer. Appointments should be made as much as possible outside of work hours.

(j) Illness During Vacation. If a period of illness lasting more than one (1) day occurs during an annual leave and is reported immediately, a revised request for leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than annual leave.

(k) Annual Leave for Sick Leave. An employee with accumulation of both annual and sick leave may use annual leave as sick leave after exhaustion of her accumulated sick leave.

(l) Sick Bank Elimination: Eligible employees who were employed and had a sick leave balance on December 31, 1986, after exercising a one-time only option of carrying up to four (4) days forward into 1987, shall be credited January 1, 1987, with an account equal to the remaining sick leave balance as of December 31, 1986, times the employee's December 31, 1986 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".

(m) Payment for Sick Leave on Termination. Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as follows:

(i) 100% payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate.

(ii) 50% payment upon voluntarily leaving after a minimum of ten (10) years of continuous service.

(iii) In lieu of subsections (i) and (ii) above, employees with ten (10) or more years of service with the Employer shall be eligible to make a one time only option of withdrawing up to fifty percent (50%) of their sick leave account. Employees exercising such option pursuant to this subsection shall: (a) forfeit the remainder of the sick leave account upon voluntarily leaving employment, or (b) receive payment upon death (during the course of employment) or retirement (at age and years of service qualifying for immediate retirement benefits).

Section 2. Worker's Compensation. (a) Coverage. The County shall provide coverage for all employees under the Michigan Worker's Compensation Act.

(b) Supplemental Payment. An employee who is injured and draws Worker's Compensation as a result of his/her employment by the County will, in all cases except where the injury is due to gross negligence of the employee, receive from the County a supplemental payment from sick leave credits accumulated by that employee equal to the difference between the weekly Worker's Compensation received and normal take home pay. Accumulated sick leave shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made weekly for time actually lost until accumulated sick leave credits are exhausted or Worker's Compensation is terminated whichever occurs first.

ARTICLE XVII LEAVES OF ABSENCE

Section 1. Personal Leave. (a) Personal leaves of absence for up to ninety (90) calendar days, without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of looking for, seeking or securing work elsewhere, may be granted by the Department Head upon written application by an employee. If a personal leave is granted, it shall be granted in writing to the employee within thirty (30) days of submitting to the Department Head, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by both the employee's Department Head and by the Human Resources Director or his/her designated representative.

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

(c) When a personal leave is granted for a period of more than ninety (90) calendar days, the employee's position will not automatically be held open for him/her. The employee shall be re-employed after return from leave, if and when employment is available, at the same level at which there may then be an opening until such time as the employee can be reinstated to the original classification.

(d) The employee agrees when leave is granted to keep the Employer informed of any change in the status or condition that caused the employee to request the leave.

(e) Vacation time, accumulation of sick leave, or other employee benefits shall not accumulate or be paid during leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual, and rights under such provisions shall be governed by applicable Federal and State laws.

Section 3. Educational Leave. (a) Upon written application, a Nurse may be granted a leave of absence to pursue a full-time educational program in the nursing field for up to two (2) years without loss of employment status.

(b) A Nurse who successfully pursues an educational program for which the educational leave was granted shall, upon her return to employment, be given those privileges to return to work described under Personal Leaves above. This shall include the privilege of filling a vacancy in a higher classification for which the Nurse is then qualified.

Section 4. Leaves for Association Business. Nurses elected to Association positions or selected by the Association to do work which takes them from their employment with the County for a lengthy period of time (generally more than thirty (30) calendar days), shall receive temporary leaves of absence, pursuant to the provisions hereof for Personal Leaves. One (1) member of the Association, employed in the bargaining unit and elected to a State Council or National Convention, shall be allowed normal working hours time off without loss of pay or status, to attend one such convention provided at least thirty (30) calendar days written notice is given to the Employer. All expenses incurred as a result of such attendance shall be the responsibility of the Nurse.

Section 5. Family and Medical Leave. As required by the Family and Medical Leave Act of 1993, the Employer will provide covered employees up to twelve (12) weeks (480 hours) or twenty six (26) weeks (1040 hours) in certain FMLA circumstances per year of unpaid job protected leave for certain family and medical reasons.

(a) Leave for Newborn or Newly Placed Child. A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a child or the placement of a child with the employee for adoption or foster care.

(b) Leave for the Care of a Family Member: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.

(c) Leave for Employee's Own Serious Health Condition. A leave shall be an unpaid for a serious health condition that makes the employee unable to perform the employee's job.

(d) Leave during Family Member's Active Duty. A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

(e) Leave for the Care of a Family Service Member. A leave for an employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who incurred a serious injury or illness on active duty in the Armed Forces. The leave shall only be available during a single twelve (12) month period.

(f) Eligibility for FMLA leaves of absence. In order to qualify for a leave the employee must meet all of the following conditions:

1. The employee must have worked for the County at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. Employees who have been employed by the County more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin. Eligible employees working less than 1250 hours will be eligible for six (6) weeks of leave per twelve (12) month period for a newborn or newly placed child and for the care of a family member.

(g) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 5. (a) and (b) above.

(h) Applications for FMLA leaves shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the County for review.

(i) If a FMLA leave is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending date of leave, and shall be signed by both the employee's Department Head and by the Human Resources Director or his/her designated representative.

(j) The granting or denial of any FMLA leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(k) Upon expiration of an FMLA approved leave the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of a FMLA leave an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(l) An employee on a FMLA leave may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(m) An employee on a FMLA leave shall keep the County apprised of any relevant changes in his or her condition and/or circumstances, and the County may in its discretion

periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so shall be grounds for termination or revocation of the leave.

(n) When an employee plans to take a FMLA leave, the employee must give the County thirty (30) days notice. If a thirty (30) day notice is not possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the County receives notice.

(o) Intermittent Leave or a Reduced Work Schedule. Employee may take FMLA leave in twelve (12) or twenty six (26) (in certain circumstances) consecutive weeks, or may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) or twenty six (26) (in certain circumstances) weeks over a twelve (12) month period in the aggregate. The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

(p) Vacation time, accumulation of sick leave, or other employee benefits shall not accumulate or be paid during leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave.

(q) Leaves of absence including medical leaves, and leaves covered under the Family and Medical Leave Act shall not exceed when combined twelve (12) or twenty six (26) (in certain circumstances) weeks in a twelve (12) month period without specific approval from the Human Resources Director or his/her designated representative.

ARTICLE XVIII PROMOTIONS & EVALUATIONS

Section 1. Consideration. Consideration for promotion to new positions and vacancies shall be given to qualified Nurses already on staff. Ability, qualifications and length of service shall be factors for consideration. A Nurse who applies but is not selected shall, upon request, be informed of the reason(s) why. The final decision shall rest with the County Administrator subject to the grievance procedure in the event a by-passed employee believes that decision is arbitrary or demonstrates favoritism based on extraneous circumstances. Length of service is defined as the length of continuous service as a County Nurse.

Section 2. Filling Vacancy or New Position. (a) Posting. To implement the above policy, the Employer will, whenever a vacancy exists or a newly created position is to be established within the bargaining unit, post on the Department's bulletin board, for a minimum of

five (5) working days, a notice of such vacancy or newly created position. Any Registered Nurse who is interested may file a written application with the Human Resources Department within the posting period.

(b) Temporary Filling. The County may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.

(c) Step Placement. A promoted employee shall be placed on the lowest salary step (based on the current salary schedule) of his/her new classification which will afford the employee a pay raise of at least two-hundred and fifty dollars (\$250.00). For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his/her new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion.

(d) Trial Period. (i) An employee who successfully bids upon a job vacancy or new position shall be subject to a sixty (60) day trial period to determine his or her ability to successfully and satisfactorily perform the job. If, at any time during the trial period, the County determines that the employee is not successfully or satisfactorily performing the job, the County shall send the employee back to his/her former classification and rate of pay without loss of seniority.

(ii) If during the first thirty (30) days in the new position, and if requested, the employee may return to his or her former position without loss of seniority in the former position. In such event, the County, in its sole discretion, may waive the posting requirement for again filling the job vacancy or new position.

Section 3. Evaluations:

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

(b) A nurse who disagrees with the evaluation has the right to place written comments concerning the evaluation in the employee personnel file.

(c) If the individual nurse requests it, the Health Officer or his/her designated representative shall meet with the nurse and the nurse's supervisor to review the evaluation.

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

ARTICLE XIX

PROFESSIONAL MEETINGS

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

ARTICLE XX EDUCATIONAL COURSES

Section 1. (a) Request. Ottawa County recognizes the importance of each nurse remaining competent to perform their job. Continuing education is integral to remaining competent. Any Public Health Nurse employed by the County, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Employer agrees would aid in the practice and performance of services to the County and will contribute to professional growth of the employee, may submit in advance of commencing such course or courses, a letter of application to the Employer for reimbursement of the cost of tuition.

(b) The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content.

Section 2. Reimbursement. If the application is approved and upon proof of satisfactory completion of the course or courses, the Nurse shall be reimbursed for the designated expenses within sixty (60) days. The Employee must be on the Employer's payroll in good standing at the time the refund is made.

ARTICLE XXI USE OF FACILITIES

Section 1. Use of Facilities. The Association may use County rooms available outside normal business hours for Association meetings, with the prior consent of the Employer and the Building Superintendent.

Section 2. Use of Bulletin Board. The Association shall have the right to use designated bulletin boards to announce local, regional, national or state meetings and to otherwise inform its members of matters of an occupational interest. Notices shall be submitted in advance to the County Administrator and the Association shall be responsible for policing its own notices and keeping the posting current.

ARTICLE XXII JURY DUTY, COURT TIME

Section 1. Jury Duty. (a) An employee who is called for jury duty shall notify the Employer immediately upon receiving notice of such call.

(b) If an employee serves on jury duty during days normally scheduled for work, the County will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his/her normal weekly pay check upon presentation of a written statement of jury earnings from the proper Court officials.

(c) Time spent on jury duty during regular work hours shall be considered as time worked.

Section 2. Court Time. (a) If an employee is called as a witness in a judicial proceeding for reasons in connection with his or her County employment, such employee shall:

1. Receive leave with pay for such attendance.
2. Receive compensatory time off for such court time when it occurs during hours when he or she is not scheduled for work.

ARTICLE XXIII VISITS BY ASSOCIATION

Representatives of the Michigan Nurses Association may visit the Nurses they represent for the purpose of representing such Nurses in the grievance or special conference procedures, at reasonable times during working hours, provided that there is no interference with nursing duties. Arrangements for such meetings should be made in advance with an Employer representative.

ARTICLE XXIV VALIDITY

The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan. If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXV NO STRIKE -- NO LOCKOUT

Section 1. It is recognized that the needs for proper service to the Public by County Employees are of paramount importance and that there will be no interference with such service.

Section 2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of same covered by this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slowdown or other similar action which would interfere with County services.

Section 3. The County shall have the right to discipline or discharge any employee participating in any such interference's, and the Association agrees not to oppose such action. It is understood, however, that an employee shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

Section 4. The County will not lock out any employees during the term of this Agreement.

Section 5. Neither the M.N.A. or Chapter 3, nor any of their officers, agents or representatives, shall be liable to the County in any action at law for damages arising out of any interruption of the Health Department's operations which are in violation of the provisions of this Article if, immediately upon receipt of notice from the County of such interruption by employees, the Association publicly states such action is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXVI MILEAGE

Section 1. Mileage Reimbursement. (a) Employees who are required by the County to use their personal vehicle in the conduct of County business, shall be reimbursed in accordance with the County's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the County may require.

(b) Mileage Reimbursement Rate. The prevailing mileage reimbursement rate of the County shall be the IRS rate.

ARTICLE XXVII SENIORITY

Section 1. Seniority. (a) There shall be one (1) type or category of seniority, as follows:

Bargaining unit seniority shall be an employee's continuous length of service in the bargaining unit since date of last entry into the bargaining unit.

(b) Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

(c) Seniority shall be applied as specified in connection with the provisions of this Agreement, i.e. the Agreement shall specify the type or category of seniority applicable to those portions of the Agreement where seniority is/or may be a factor.

(d) A regular full-time or regular Part-Time Employee-A will have no seniority until completion of the probationary period. At that time, upon successful completion of the probationary period, the employee will be placed on the seniority list as of the employee's last date of hire.

(e) Seniority shall continue to accumulate during:

(i) Paid leaves of absence; and

(ii) Unpaid leaves of absence or consecutive unpaid leaves of absence of less than one-hundred eighty (180) days total duration; but seniority shall be retained without further accumulation during layoffs of any duration, or during unpaid leaves of absence or consecutive unpaid leaves of absence of one-hundred and eighty (180) days or more.

(f) If an employee covered by this Agreement leaves the bargaining unit for another position with the Employer and returns to the bargaining unit within one year the employee's seniority shall be frozen. Return to the bargaining unit, if there is an open position, is in the Employer's sole discretion.

Section 2. Probationary Employees. Each bargaining unit employee shall be considered a probationary employee (and shall have no seniority) until such employee shall have been employed by the County and have worked in the bargaining unit for a continuous period of six (6) months following his/her last date of hire in the bargaining unit. On successful completion of the probationary period, an employee's bargaining unit seniority shall be as of the employee's last date of hire in the bargaining unit. During the probationary period, an employee may be laid off or terminated by the County at any time without regard to the provisions of this Agreement and without recourse to the grievance procedure. If the Employer wishes to extend the probationary period in case of an employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed three (3) months upon mutual agreement.

Section 3. Seniority List. A unit seniority list shall be prepared by the County and a copy provided to Michigan Nurses Association. It shall be revised from time to time by the County. Disputes, if any, regarding seniority lists shall be resolved on the basis of the County's official records.

Section 4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under any of the following conditions:

(a) The employee resigns or quits;

(b) The employee is discharged and is not reinstated;

(c) The employee retires;

(d) The employee has been on layoff for a period of time equal to his/her bargaining unit seniority at the time of his/her layoff or twelve (12) months, whichever is less;

(e) The employee is on a leave of absence for illness, injury or disability (paid or unpaid) for a period of one (1) year; provided, however, that if the illness, injury or disability (whether paid or unpaid) is job related and compensable by Worker's Compensation, then in such event, seniority shall be lost and the employment relationship shall end upon expiration of an absence of two (2) years;

(f) The employee is absent from work, including the failure to return to work at the expiration of any approved leave of absence, vacation or layoff, for three (3) consecutive working days without notifying the County and making mutually acceptable arrangements for the employee's return to work.

ARTICLE XXVIII LAYOFF PROCEDURE

Section 1. Layoff. Layoff shall mean the separation of an employee from the active work force due to a reduction in the work force by the County for any reason determined by the County. When the size of the work force is to be reduced through a layoff of employees of the County, the following procedure will be utilized:

(a) The County shall determine the programs to be affected, including the number of positions in programs to be eliminated or reduced.

(b) Upon determination of the programs to be affected, and the number of positions within each such program to be eliminated or reduced, the County shall implement such layoffs as follows:

(i) Volunteers within the affected program, with management approval, provided that the remaining employees in the program have the necessary training, experience and qualifications as determined by the County, to perform the required work.

(ii) Temporary and probationary employees in the programs affected shall be laid off next, provided that the remaining employees in the program have the necessary training, experience and qualifications as determined by the County, to perform the required work.

(iii) Additional layoffs within the program affected shall be administered in the inverse order of the employee's bargaining unit seniority (i.e. employees with the least bargaining unit seniority in the program affected shall be laid off first), provided that all remaining employees in the program have the necessary training, experience and qualifications, as determined by the County, to perform the required work.

Section 2. Bumping Upon Layoff. Bumping of one employee by another employee, in connection with layoffs pursuant to this Article, shall only be permitted subject to and in accordance with the following terms and conditions:

- (a) Bumping between programs shall be permitted, subject to the following terms and conditions:
 - (i) An employee may bump into a program position only if he/she has all the necessary training, experience and qualifications, as determined by the County, to perform the work of the new position; at the time of the bump; and
 - (ii) An employee will bump the least senior employee in the bargaining unit;
 - (iii) If the affected employee does not qualify for the position occupied by the least senior employee, they may bump the next lowest senior employee in the bargaining unit, if they have all the necessary training, experience and qualifications as determined by the County to perform the work of the new position at the time of the bump;
 - (iv) This would continue until the affected employee bumps into a position or until there were no employees less senior to the affected employee;
 - (v) An employee may not bump an employee having equal or greater bargaining unit seniority.
 - (vi) An employee, and any subsequent employee, who is bumped from their position in accordance with this Section, would follow the same procedure outlined in this Section.
- (b) An employee who has bumped into a position, will be provided with an orientation to acquaint the employee with the office environment.
- (c) An employee who is eligible to exercise bumping privileges in accordance with the provisions of this Section may exercise such privileges, if at all, only if he/she does so in writing within 48 hours to the Health Officer or his/her designated representative of being notified of a layoff.

Section 3. Recall. (a) Employees who are laid off from a classification, as provided in Section I above, and who have not lost seniority pursuant to Article XVII, shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification and department from which they were laid off, provided such employees still have the physical and mental capacity to perform the required work. Employees having exercised bumping privileges, as provided in Section 2 above, shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications, as determined by the County, to perform the required work.

(b) Notices of recall shall be sent by registered or certified mail to the recalled employee's last known address, according to the records of the County, and shall allow a minimum of seven (7) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that she no longer desires to be employed by the County, shall lose all further recall rights.

ARTICLE XXIX TERMINATION POLICY

Nurses desiring to resign from the employment of the County shall give two (2) weeks notice of their intent to resign to the Employer. When possible a four (4) week written notification should be given to the Employer to facilitate filling of vacancies created. Nurses desiring to retire from employment with the County shall, when possible, give ninety (90) calendar days written notice of the intent to retire to both the Employer and the County Human Resources Department.

ARTICLE XXX DEFERRED COMPENSATION

The Employer will provide a twenty percent (20%) match on employee contributions into one of the County's deferred compensation plans up to a one thousand dollar (\$1000) maximum annual Employer contribution.

Effective January 1, 2008, employees retiring under this collective bargaining agreement may contribute final payoffs (i.e. vacation, sick bank elimination account, longevity) upon retirement to their deferred compensation plan. The retiring employee will be responsible for and limited to the maximum annual contribution as established Internal Revenue Service guidelines. The Employer will not contribute any matching funds on these final contribution amounts. (LOU dated 1-10-08)

ARTICLE XXXI NURSE PRACTICE COMMITTEE

The Nurse Practice Committee will include two to three Registered Nurses chosen by the bargaining unit, the Health Officer, and two other individuals from management chosen by the Health Officer. There must be one nurse from Community Services, one from Clinic Services and one floating/alternating position which may be brought in based on current or relevant discussion topics.

The purpose of the Committee is to discuss matters of mutual concern that may impact the quality of nursing practices. Additional staff or management may be invited if their attendance is

relevant to the discussion and mutually approved by the Health Officer and bargaining unit in advance.

Meetings shall be held quarterly, unless mutually agreed upon by both parties to cancel. If a problem arises between meetings that cannot be deferred, a special meeting may be held by mutual consent.

A written agenda will be developed with issues submitted by both bargaining unit and management. Agenda/discussion items will be provided to the Health Officer seven (7) days prior to the meeting date. The final agenda will be sent to both parties three (3) days in advance of the meeting. The Health Officer will determine the final agenda.

Registered Nurses will be entitled to release time without loss of pay for attendance at the Nurse Practice Committee Meetings up to one hour unless additional time is required and approved by the Health Officer.

Minutes of the meeting will be kept and accepted by both parties prior to transmittal to members of the bargaining unit.

APPENDIX A
SALARY SCHEDULE

- I. Effective January 1, 2009, through December 31, 2009, the Salary Schedule for 2008 shall provide for a 2% increase.
- II. Effective January 1, 2010, all figures on the 2009 salary schedule will be increased by 2%.
- III. Effective January 1, 2011, 0% increase.

STEPS

Position	A	B	C	D	E	F	G	H
1/1/2009	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Community Health Nurse	43,970	45,125	46,389	49,033	51,568	52,472	53,233	53,476
	21.1399	21.6949	22.3023	23.5742	24.7928	25.2270	25.5930	25.7095

Nurse	55,077	57,391	59,706	62,019	64,333	66,648	68,962	71,277
Practitioner	26.4797	27.5920	28.7047	29.8170	30.9299	32.0425	33.1553	34.2677

Position	A	B	C	D	E	F	G	H
1/1/2010	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Community Health Nurse	44,850	46,027	47,316	50,014	52,600	53,521	54,297	54,545
	21.5627	22.1288	22.7483	24.0457	25.2887	25.7316	26.1049	26.2237

Nurse	56,178	58,539	60,900	63,259	65,620	67,981	70,341	72,702
Practitioner	27.0093	28.1439	29.2788	30.4134	31.5485	32.6833	33.8184	34.9531

Position	A	B	C	D	E	F	G	H
1/1/2011	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Community Health Nurse	44,850	46,027	47,316	50,014	52,600	53,521	54,297	54,545
	21.5627	22.1288	22.7483	24.0457	25.2887	25.7316	26.1049	26.2237

Nurse	56,178	58,539	60,900	63,259	65,620	67,981	70,341	72,702
Practitioner	27.0093	28.1439	29.2788	30.4134	31.5485	32.6833	33.8184	34.9531

Appendix B

For 2011, Ottawa County employees have a choice of three health insurance plans through Priority Health. The plans are PriorityPOS High Plan (100/80), a PriorityPOS Low Plan (90/70) and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). These plans offer a choice of two benefit levels. The Preferred Benefits level applies when a Primary Care Provider (PCP) or other Participating Physician coordinates medical care. The Alternate Benefits level applies when medical services are used without coordinating with a PCP or other Participating Physician and when using out-of-network services without receiving prior approval from Priority Health. Services that are excluded from coverage are not paid at either benefit level. The PriorityHSA plan combines a Health Savings Account (HSA) with a high-deductible POS health plan. This plan has a \$1,200 Individual and \$2,400 Family Deductible. Deductible amounts paid are included in any out-of-pocket maximums. The Deductible is applicable to all covered services except routine maternity care services received in a PCP's office, or preventive health care services that are listed in Priority Health's Preventive Healthcare Guidelines. After the HSA out-of-pocket maximum is met, all covered services (both medical and Rx) are covered at 100% for the remainder of the plan year. The employee contributions vary depending on which plan you choose. Appendix C illustrates the rates for all three plans.

Delta Dental is providing the dental insurance in 2011. Employees have a choice between two plans; Basic and Upgrade. The Basic Dental Plan coverage level is 60% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,200. The Upgrade Dental Plan coverage level is 100% for any Class I, II, or III level benefits. This plan has a maximum benefit level of \$1,400. Employees will pay 10% of the cost of the Basic Dental Plan. Employees will pay 10% plus the difference between the Basic Dental Plan and the Upgraded Dental Plan if they choose the Upgraded Dental Plan. Appendix C illustrates the rates for both plans.

National Vision Administrators provides the optical insurance in 2011. Employees have a choice between two plans; Option 1 and Option 2. The Option 1 Vision Plan covers examination, lenses and frames every two years. The Option 2 Vision Plan covers examination and lenses every year and frames every two years. Employees will pay 10% of the cost of Option 1 Vision Plan. Employees will pay 10% plus the difference between the Option 1 Vision Plan and Option 2 Vision Plan if they choose the Option 2 Vision Plan. Appendix C illustrates the rates for both plans.

Appendix C
HEALTH INSURANCE CO-PAYMENT – 2011 Full-Time Rates*

Priority Health - 100/80 POS Plan

10%

HEALTH				2011
Deduction	2011	2011	10%	2011
Code/Description	Benefit	Co. Cost	Annual Co-Pay	Bi-Wk Deduction
366 - Single	5,037.72	4,533.95	503.77	19.38
376 - 2 Person	11,334.24	10,200.82	1133.42	43.60
386 - Family	14,105.28	12,694.75	1410.53	54.26

Priority Health - 90/70 POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	2011
Code/Description	Benefit	Co. Cost	Co-Pay	Bi-Wk Deduction
365 - Single	4,566.24	4,337.93	228.31	8.79
375 - 2 Person	10,274.28	9,760.57	513.71	19.76
385 - Family	12,785.88	12,146.59	639.29	24.59

Priority Health - 100/80 H.S.A. POS Plan

5%

HEALTH				2011
Deduction	2011	2011	5% Annual	2011
Code/Description	Benefit	Co. Cost	Co-Pay	Bi-Wk Deduction
367 - Single	2,979.36	2,830.39	148.97	5.73

377 - 2 Person	6,703.44	6,368.27	335.17	12.90
387 - Family	8,342.16	7,925.05	417.11	16.05

Delta Dental – Basic*				2011
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction
640 - Single	310.68	279.61	31.07	1.20
650 - 2 Person	528.00	475.20	52.80	2.04
660 - Family	911.52	820.37	91.15	3.51

Delta Dental – Upgrade*				2011
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction
700 - Single	310.68	279.61	31.07	
Diff - Basic & Upgrade (456.48)			145.80	
			<u>176.87</u>	6.81
710 - 2 Person	528.00	475.20	52.80	
Diff - Basic & Upgrade (814.32)			286.32	
			<u>339.12</u>	13.05
720 - Family	911.52	820.37	91.15	
Diff - Basic & Upgrade (1,405.80)			494.28	
			<u>585.43</u>	22.52

National Vision – Basic*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
900 - Single	49.56	44.60	4.96	0.20	
910 - 2 Person	89.28	80.35	8.93	0.35	
920 - Family	129.00	116.10	12.90	0.50	

National Vision – Upgrade*				2011	
Deduction Code/Description	2011 Benefit	2011 Co. Cost	10% Annual Co-Pay	Bi-Wk Deduction	
1000 - Single	49.56	44.60	4.96		
Diff - Basic & Upgrade (62.76)			13.20		
			18.16	0.70	
1010 - 2 Person	89.28	80.35	8.93		
Diff - Basic & Upgrade (112.92)			23.64		
			32.57	1.26	
1020 - Family	129.00	116.10	12.90		
Diff - Basic & Upgrade (163.08)			34.08		
			46.98	1.81	

Opt Out				2011 Bi- wk Payment	
Annual		2400.00		92.31	

LETTER OF UNDERSTANDING

JOB SHARING

Section 1. Introduction. Job-Sharing is by definition having two (2) persons jointly share the responsibilities of one position. This proposal is the result of requests from previous and current Ottawa County Health Department employees for part-time positions. This proposal is intended to present a basic plan. Each request for job-sharing will include specific details regarding division of responsibilities and will be approved or denied on an individual basis. Final decisions shall be made by the employer and shall not be precedent setting or grievable.

Section 2. Basic Concepts. (a) Eligibility to request job-sharing requires:

(i) The employee who requests job-sharing must have completed the probationary period and one year of service following probation.

(ii) Positions will be evaluated and identified as to appropriateness and conditions for job-sharing by the employer after receiving input from staff.

(iii) Employees can request job-sharing from these positions identified as eligible.

(b) Employee(s) desiring to job-share will present their request in writing and state their reasons for the request.

(c) Positions will be shared by two (2) individuals who meet the qualifications for the job classification.

(d) Individual benefits will be according to the Agreement.

(e) If one (1) member of the job-sharing team leaves or is absent for an extended period of time, the remaining member is expected to cover the position responsibilities identified by their supervisor until the other job-sharing member returns or is replaced. This is not to exceed ninety (90) days. In event one (1) member of the team resigns and that position cannot be satisfactorily filled, the position will revert back to a single position and the remaining job-sharing team member must assume position responsibilities.

(f) Thirty (30) minutes out of twenty (20) hours will be allowed for overlap conferences.

(g) The issue of work space will be addressed in individual proposals.

(h) Meeting Attendance.

- (i) Meetings will be attended on scheduled work time only.
- (ii) Any exception to the above will be at supervisor request only.
- (iii) Total time reimbursed for a job-sharing position will not exceed the budgeted amount.

LETTER OF UNDERSTANDING

RETIREE MEDICAL COVERAGE

The County shall allow employees to be carried on the medical coverage of the County plan pursuant to the Ottawa County Board of Commissioners approved motions of November 13, 1979.

LETTER OF UNDERSTANDING

SENIORITY CREDIT FOR PART-TIME EMPLOYEES A

A regularly scheduled part-time nurse hired prior to January 1, 1992, who has been regularly scheduled to work at least sixteen hours per week, will be given seniority credit to the last date of hire for the purpose of placement on the salary schedule.

The following represents a list of Part-time-A employees hired prior to January 1, 1991, including their last date of hire:

NAME OF EMPLOYEE	DATE OF HIRE
Kathy Menner	May 1, 1989
Charlotte Nienhuis	May 10, 1988
Elisabeth McNeil	February 21, 1990
Debbie Muyskens	April 10, 1991
Pamela Landheer	May 29, 1991
Kathy Buma	March 3, 1992