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Original for Execution

AGREEMENT

between

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

and

MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M,  
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES  
AFL-CIO

January 1, 1988

through

December 31, 1990

*Shiawassee County*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

NURSES

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## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, and effective as of January 1, 1988, except as otherwise stated herein, by and between the SHIAWASSEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the EMPLOYER, and the MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M, of the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION.

### NON-DISCRIMINATION

The Shiawassee County Health Department, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law; membership in or activity on behalf of the Union; or participation in the Grievance procedure. The Union agrees to admit all nurses to their membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law.

### ARTICLE 1

#### RECOGNITION

Section 1. The Shiawassee County Board of Commissioners hereby recognizes the Michigan Health Care Associates, District 1199M of the National Union of Hospital and Health Care Employees, AFL-CIO, as the exclusive bargaining representative, in accordance with the provisions of Act 379, Public Acts of 1965, as amended, of the State of Michigan, for a unit consisting of all professional registered nurses in Shiawassee County's Health Department excluding the Director of Nursing, nursing supervisor, other professional employees, the Chief Clerk, clerical employees and summer seasonal employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement.

Section 2. Employees shall be defined as follows:

A. Full-time. Registered Nurses who are regularly scheduled to work forty (40) hours per week shall be classified as full-time employees. Full-time employees shall receive all the benefits provided in this Agreement.



Grandfather Clause. Those employees who, as of the effective date of this agreement, are regularly scheduled to work thirty-two (32) hours or more per week shall hereafter continue to be considered full-time employees and eligible for all the benefits provided to full-time employees in this agreement.

Option on Grandfather. In the event an employee who was regularly working forty (40) hours per week as of the effective date of this agreement is reduced to a regular thirty-two (32) hour, or more, work week prior to December 31, 1988, that employee shall continue to be eligible for full-time benefits. In the event such reduction is requested prior to December 31, 1988, and that request is denied due to temporary staff shortage only, then if and when such timely request is granted, the employee shall thereafter be eligible for full-time benefits. Any employee who exercises the above option shall not be entitled to return to a forty (40) hour schedule thereafter.

B. Part-time. Registered Nurses who are regularly scheduled to work less than forty (40) hours per week, but not less than twenty (20) hours per week shall be classified as part-time employees. Part-time employees shall receive all the benefits provided in this Agreement on a pro-rated basis, unless otherwise indicated.

C. Probationary. Newly hired employees shall be probationary for the first one hundred eighty (180) days of their employment and after that shall be permanent employees.

## ARTICLE 2

### EMPLOYER RIGHTS

Section 1. Except as otherwise specifically and expressly provided in this Agreement, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operation; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary functions of management; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 2. Except as otherwise specifically and expressly provided in this Agreement, the Employer shall also have the



right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

### ARTICLE 3

#### UNION MEMBERSHIP AND SECURITY

**Section 1. Agency Shop.** All employees included in the collective bargaining unit set forth herein, within 31 days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union, and pay the Union periodic monthly dues uniformly required of all Union members or pay to the Union a negotiating or service fee on a monthly basis which may be in an amount equivalent to the monthly dues required of all Union members. An employee who is a member of and adherent to the teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment; such employee may, however, be required by the Union to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payments to the labor organization. The employee may choose from one of the following non-religious, tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code:

1. American Cancer Society (nearest local unit)
2. United Way
3. Michigan Heart Association

**Section 2. Union Membership.** Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required to represent all employees included within the bargaining unit without regard to whether or not all employees are members of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to become a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining a membership in the Union. Withdrawal from Union membership in no way alters the employee's obligation to pay the monthly service fee noted above.



**Section 3. Check-off (Payroll Deduction for Dues or Fees).**

A. During the life of this Agreement the Employer agrees to deduct periodic monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer a proper check-off authorization form. The check-off authorization form shall be supplied by the Union and shall be previously approved by the Employer.

B. A properly executed copy of the written check-off form for each employee for whom Union dues or service fees are to be deducted hereunder shall be delivered to the Employer's office manager before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. All authorizations filed with the Health Department on or before payday shall become effective the next succeeding payday, provided the employee has sufficient net earnings to cover the Union dues or service fee, whichever is applicable. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the 10th of the month following the last payday in the preceding month.

D. In cases in which a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the constitution and by-laws, refunds to the employee will be made by the Union.

E. The Union shall notify the Health Department's Payroll Department in writing of the proper amount of Union dues or service fees and any subsequent changes in such amounts shall be deducted when the employee's approval is received.

F. The Employer shall not be responsible for Union dues or service fees while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

G. The Employer shall not be liable to the Union, its members or the employees it represents, once said sums have been remitted to the Union, and further shall not be liable if such sums are lost when remitted by the United States Postal Service.

H. The Union agrees to hold the Employer harmless from any and all claims arising out of its Agreement to deduct Union dues or service fees and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Employer pursuant to this Article.



## ARTICLE 4

### HOURS OF WORK

This Article is intended to be constructed as the basis for determining and computing overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 1. The normal work week shall consist of five (5) consecutive eight (8) hour days, typically beginning at 8:00 a.m., running until 5:00 p.m., Monday through Friday.

Section 2. Employees may take a paid fifteen (15) minute rest break in the a.m. and also a paid fifteen (15) minute rest break in the p.m., or for the first half and second half of the regular shift, whichever may apply. Although the scheduling of breaks is subject to the approval of the Supervisor, such approval is not intended to impinge on the discretion afforded professional employees. It is not the intent of this provision that breaks accumulate or be used at the end of a shift.

## ARTICLE 5

### OVERTIME

Section 1. Employees under this contract will be eligible for overtime as required by the applicable provisions of the Federal Fair Labor Standards Act. Overtime shall be calculated for all hours of actual work in excess of forty (40) hours in a seven (7) consecutive day period. Compensation will be by one of the following methods:

A. Monetary. Payment shall be computed at the rate of time and one-half of the employee's regular rate of pay. This rate shall be based on the hourly equivalent of the employee's annual salary.

B. Compensatory Time. Upon approval of the Director of Nursing, compensatory time for overtime worked will be permitted at the rate of one and one-half hours compensatory time for each hour of overtime work. Compensatory time is to be taken within the same pay period as earned unless approval has been received to accumulate such time by the Health Officer or his agent.

Section 2. Call-back. Call-back shall be defined as the employee's second response to the work station in the same work day, Monday through Friday, and the first response to the work station on Saturday, Sunday and holidays. When an employee is called back to work, her on-duty, paid hours shall include her actual travel time to and from her home to her employment.



## ARTICLE 6

### SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Union and the Employer upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and at least one (1), but not more than two (2), representatives of the Union.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. Conferences shall be scheduled at a time convenient to both parties during working hours. The members of the Union attending such a conference shall only receive pay up to the end of their regular working day. Such conferences shall not be held more than once a month.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. A grievance shall be defined as a complaint by a nurse or group of nurses, based upon an event, condition, or circumstance under which a nurse works, of a violation or misinterpretation of any provision of this Agreement.

### Section 3. Steps in the Grievance Procedure

Step 1. Immediate Supervisor. An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) working days of the date of occurrence or the date the employee should have known of the occurrence of the alleged violation. The discussion may also include the Union departmental representative. The immediate supervisor shall furnish an oral answer within five (5) days of the receipt of the grievance.

Step 2. Appeal to the Health Officer. If the answer of the



Supervisor received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) days of receipt of the answer in Step 1, submit the grievance in writing to the Health Officer. The written grievance shall be dated and signed by the grieving employee. The grievance shall be answered in writing within five (5) working days by the Health Officer and a copy of the answer shall be furnished to the Union departmental representative.

**Step 3. Appeal to the Board of Commissioners.** If the answer of the Health Officer received in Step 2 is not satisfactory to the employee, the Union departmental representative, within five (5) working days thereafter, shall submit written notice of appeal to the Board of Commissioners Personnel Committee.

**Step 4. Arbitration:**

1. **Appeal to the Arbitrator.** Any grievance which is not resolved at Step 3 of the grievance procedure may be submitted to arbitration. Arbitration shall be invoked by written notice of the Employer or the Union, provided said written notice is submitted within thirty (30) days after receipt of the answer in Step 3.

2. **Selection of the Arbitrator.** The Association and the Employer shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of receipt of the written notice requesting arbitration, the matter shall be referred to the American Arbitration Association for the selection of an impartial arbitrator under its uniform rules and regulations.

3. **Powers of the Arbitrator.** The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 7, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind, or modify disciplinary measures imposed by the Employer. The arbitrator shall have no power to:

A. Add to, subtract from, or otherwise modify any of the provisions of this agreement.

B. Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing each party shall have the option of presenting witnesses and exhibits, and such witnesses may be



cross-examined by the arbitrator or party opposing.\* At least 24 hours prior to the hearing copies of documents and names of witnesses which will be submitted by the parties must be given to the opposing party.

4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the Association, all bargaining unit employees and the Employer.

5. Fees and Expenses. The fees and expenses of the Arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

#### Section 4. Time Limits.

A. For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer or any recognized holidays.

B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request of the employee.

E. Any grievance not appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Chairperson of the Board of Commissioners' Personnel Committee and one (1) copy sent to the local representative of the Union, and one (1) to the Union Field Representative.

Section 5. Employee Election of Forums. If an employee files a complaint with the Michigan Department of Civil Rights and a grievance under the contract alleging the same facts and circumstances, then the employee will be notified that the employee has to elect only one forum. If the employee elects to proceed with the Michigan Department of Civil Rights, then the



grievance shall be withdrawn and vice versa. If the employee fails to elect the remedy, the grievance shall not be processed. This shall also apply to veteran's preference hearings, Michigan and/or Federal wage and hour statutory remedies or court actions litigating the same issues. However, at no time shall any employee of the respective bargaining units bind the Union in electing forums listed herein.

**Section 6. Expedited Grievances.** Grievances may be filed at Step 3 in cases involving loss of pay or termination.

**Section 7. Employee Representation.**

A. Employees may be represented by the Union grievance committee for purposes of filing grievances. The Union shall certify, in writing, to the employer the names of those individuals on the committee who are authorized to act as grievance representatives.

B. An employee shall have the absolute right to be represented by a member of the grievance committee or the Union Representative during the process of grievance resolution. Such participation by these representatives shall be governed by the applicable sections of this agreement.

**ARTICLE 8**

**SENIORITY**

**Section 1.** Seniority is hereby defined as the total employment with the County beginning with the employee's latest date of hire with the County as a registered nurse, and shall only include periods of absence if authorized by and consistent with this Agreement.

**Section 2.** For the purposes of layoff and recall, a part-time employee's seniority shall accumulate in proportion to time actually worked.

**Section 3.** If any new employee is hired in any County position outside the bargaining unit and later during the life of the Agreement is transferred to a position within the bargaining unit, they shall be considered a new employee and their seniority shall begin with the date they acquired seniority under the terms of this Agreement.

**ARTICLE 9**

**LAYOFF; RECALL**

**Section 1.** In the event of a reduction of nursing personnel, nurses shall be laid off in the following order:



1. Summer seasonal and other temporary employees;
2. Casual employees;
3. All probationary nurses in reverse order of seniority;
4. All permanent nurses in reverse order of seniority;

Section 2. An employee to be laid off shall be given ten (10) working days written notice. The Union will be notified in writing, at least ten (10) working days in advance of any layoff. Upon notification, at the request of the Union or the County, the parties will meet for the purpose of determining the effect on employees involved. If written agreement is not reached within said ten (10) day period, the County will proceed with layoff in accordance with this Article.

Section 3. One seniority list shall be maintained for all bargaining unit employees. This list shall include date of hire, classification, and pay rate commencing on the effective date of this Agreement, and shall be updated annually or whenever a change occurs. The County shall provide the Union with the complete seniority list at each issuance.

Section 4. Recall shall be in the reverse order of layoff, with the last employee laid off being the first employee recalled to work. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to his/her last known address. The right to re-employment shall be retained by the laid off employee for one (1) year following layoff. Insurance benefits for the laid off employee shall continue for one (1) month following layoff. Other benefits shall be paid to the laid off employee as though they had terminated in good standing.

Section 5. Bumping shall be subject to seniority and meeting minimum qualifications for the particular classification.

## ARTICLE 10

### CHANGE OF ASSIGNMENT; VACANCIES

Section 1. A vacancy is defined as a registered nurse position resulting from a newly created job or one which has been previously created, but is unfilled.

Section 2. An employee who meets the minimum qualifications for a vacant position and who is not employed in that classification shall be given every possible consideration for such vacancy. Qualifications shall mean education, training, nursing experience, physical and mental ability.

Section 3. A notice of each vacancy and the necessary qualifications will be posted on the Health Department Bulletin Board not less than ten (10) working days prior to filling such



vacancy. Any qualified employee may apply in writing for\*the vacancy. The employer may remove vacancy notices after they have been posted for ten (10) working days.

Section 4. If two (2) or more nurses who are qualified for a position apply for a vacancy, the position will be awarded to the nurse with the greatest seniority.

Section 5. The Employer may fill a vacancy by hiring an employee outside the bargaining unit only when there are no bargaining unit employees applying for the vacancy who meet the minimum qualifications for the vacancy.

Section 6. The Employer will also post temporary positions caused by leaves of absence that are expected to last longer than three (3) months. When the employee on leave of absence returns to work, they shall be returned to their original position and the nurse filling the temporary vacancy shall be entitled to her former position if such vacancy still exists. If not, they shall be entitled to apply for any vacancies that exist in the Health Department. In the event no vacancies exists, they shall be entitled to "bump" the least senior employee in the bargaining unit.

Section 7. A change of assignment shall not be effected by the Employer without prior consultation with the employee.

Section 8. Nurses who are not awarded posted positions, and who have properly applied for the same, will be so notified in writing with reasons. Upon the award of the position, the notice will be re-posted for seven (7) days indicating the nurse who has been awarded the position.

Section 9. If the employer decides a nurse is not qualified to fill a vacant position and the nurse feels that she is qualified, the matter shall be resolved through the grievance procedure.

## ARTICLE 11

### CONTINUING EDUCATION

Section 1. To encourage and assist Registered Nurses in securing additional training which will contribute to their professional growth and development, the County of Shiawassee shall reimburse any registered professional nurse in the bargaining unit, subject to the limitations of Section 4 of this Article, for the cost of expenses of any course, meeting, conference, workshop, seminar, etc., sponsored or co-sponsored by the Union or other professional associations or institutions.

Section 2. Application for reimbursement will be made prior to commencement of the course(s). Two (2) weeks after the



completion of said courses(s), the nurse shall receive full reimbursement as outlined in Section 1 of this Article.

Section 3. Paid release time from work shall be provided, as needed, to pursue continuing education, without loss of pay.

Section 4. At the beginning of each calendar year, the County agrees to reimburse to each registered nurse a maximum of \$250.00 for continuing education expenses incurred by full-time employees for professional growth and development. The release time granted each employee for professional growth and development shall not exceed five (5) working days per year and must be approved by the supervisor and/or division head. Specific training mandated by the employer shall not be considered a part of this fund of money or the above mentioned release time. The Employer may approve additional release time of working days upon employee request. The Employer shall demonstrate good faith in reviewing and approving the above requests.

Part-time employees who have consistently worked on the job at least twenty (20) hours per week during the prior year shall be eligible for this benefit on a pro rata basis using a 2080 hour baseline.

Any unused balance of the \$250.00 allotment, but not to exceed \$50.00, may be used for the purchase of professional books, journals, and manuals.

## ARTICLE 12

### HOLIDAYS

Section 1. The following holidays are recognized by the Employer:

General Election Days	Labor Day
New Years Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
1/2 day on Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Years

Section 2. Each full time and part time professional registered nurse will be paid for the above holidays at her regular straight time rate of pay under the following eligibility requirements:

- A. She must have worked her last scheduled working day prior to the holiday, and her next scheduled working day after the holiday; provided, however, that a nurse



excused from work on one or the other of these days, but not both, shall be deemed to have met the requirements of this paragraph.

- B. When a holiday falls on Sunday, the following day will be declared a holiday. When a holiday falls on Saturday, the preceding day will be declared a holiday.
- C. When the registered professional nurse is required to work on a designated holiday, the nurse will receive: (1) pay for that particular day; and (2) two (2) compensatory days to be used as leave with pay at a later date.

**ARTICLE 13**

**VACATIONS**

**Section 1.** Each full time employee paid on an annual basis may be allowed annual leave subject to the following:

- A. An employee's eligibility year shall be defined as the twelve month period immediately preceding the employee's anniversary date, and in yearly periods, thereafter. Such Vacation Leave with pay shall accrue on each anniversary date, and not before, and must be used before an employee's next anniversary date.
- B. Vacation Leave shall be earned by the following schedule:

One year to five years.....	10 work days
Six years.....	11 work days
Seven years.....	12 work days
Eight years.....	13 work days
Nine years.....	14 work days
Ten years.....	15 work days
Eleven years.....	16 work days
Twelve years.....	17 work days
Thirteen years.....	18 work days
Fourteen years.....	19 work days
Fifteen years.....	20 work days

**Section 2.** Regularly employed persons working part time for the County but not less than twenty hours per standard work week, shall be allowed vacation time proportionate to the amount of time actually worked.

**Section 3.** Employees with less than one year continuous service, but after six months, shall be eligible to receive their applicable pro-rata earned portion of Vacation Leave calculated on the basis of ten (10) days of paid vacation for a full year's service.



Section 4. Holidays, as defined in this contract, which are paid, shall not be deducted from an employee's Vacation Leave accumulation when they fall during a period of Vacation Leave usage.

Section 5. If a person has a reason to use Funeral Leave during a period of Vacation Leave usage, such time may be considered as Funeral Leave instead of Vacation Leave and will not be deducted from the employee's Vacation Leave if the employee provides verification.

Section 6. If an employee has reason to use Sick Leave during a period of Vacation Leave usage, and if such Sick Leave is used to cover an illness of the employee, such time may be deducted from the employee's Sick Leave accumulation instead of from the employee's Vacation Leave if the employee provides verification.

Section 7. If employment is terminated by action of the department, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee during the time vacation is accrued.

#### ARTICLE 14

##### SICK LEAVE AND DISABILITY PLAN

Section 1. Each regularly employed nurse shall earn one (1) sick day per month of compensated time, or twelve (12) sick days per year of compensated time (2080 hours), to be used for paid health leave.

Section 2. Sick leave may accumulate if not used or donated, but the total accumulation shall not exceed thirty (30) working days at any one time.

Section 3. Sick leave shall be earned by part-time employees proportionately to the amount of time (hours) employed.

Section 4. No sick leave shall accrue during unpaid leaves of absence and/or during sick or health leave of absence which are unpaid.

Section 5. Initial accumulations shall be computed by crediting per the above provisions as of January 1, 1986, and debiting per actual individual sick time used and/or paid following January 1, 1986, but in no event shall an employee possess less than a zero (0) balance at the outset of this Agreement.

Section 6. Accrued sick time may be donated to other employees with the approval of the Health Officer.



Section 7. The County shall pay off 50% of the accumulated sick leave of employees up to a maximum of 30 days in the event of voluntary termination or retirement. For example, if any employee had the maximum accumulation of 30 days, the County will pay off 15 days. Such sick leave payoff shall be at the salary rate in place at the time of termination.

Section 8. Following an elimination period of thirty (30) work days from the onset of disability, the Employer shall pay 70% of the employee's salary for up to a maximum of twenty-six (26) weeks or 130 work days for so long as the employee is disabled.

Section 9. The County and/or an insurance carrier may require proof of disability and/or may require an employee to participate in an independent medical evaluation to be paid by the Employer.

Section 11. The Employer shall continue to pay the Employer contribution of the employee's health, dental and life insurance premiums during the above period of disability benefit payment.

## ARTICLE 15

### EDUCATIONAL LEAVE

Section 1. Upon written application an employee with one (1) or more years of County service may, at the sole discretion of the County, be granted an education leave of absence without pay to pursue an education in nursing or a related field up to one (1) year.

Section 2. Such leave may be extended by mutual agreement between the employee, the Health Officer and the County Board of Commissioners.

Section 3. All benefits and seniority will be retained during said leave.

Section 4. A nurse who satisfactorily pursues an educational program for which educational leave was granted shall, upon her return to employment, be entitled to her former position, or if that position is not available, to a position to which her seniority and qualifications would entitle her.

Section 5. An employee granted educational leave may apply their Continuing Education allowance for said leave. The County may also grant additional monies to the employee.

Section 6. At least one (1) employee from the bargaining unit will be eligible for Educational Leave at any one time. The Health Officer has the option to approve additional Educational Leave(s).



## ARTICLE 16

### FUNERAL LEAVE

Section 1. Regular employees shall be allowed up to three (3) working days absence from work with pay, at the discretion of the Department Head, as Funeral Leave, to be used for a death in the immediate family. This leave shall not be deducted from Sick Leave. Immediate family is defined as: spouse, child, mother, father, sibling, step-child, parent-in-law, step-parent, grandparent, grandchild, guardian, sibling-in-law and child-in-law.

Section 2. A regular employee selected as a pallbearer of or desiring to attend the funeral of a County employee may be allowed up to one-half (1/2) day Funeral Leave, with the approval of the Department Head. This leave will not be deducted from Sick Leave.

Section 3. With verification, up to two (2) days of Funeral Leave may be granted by the Department Head, in addition to the other provisions of this section, in cases which require extended travel.

## ARTICLE 17

### HEALTH INSURANCE

Section 1. The County shall pay the full premium for hospital-medical insurance for each employee and their legal dependents. (Note: At the employee's option, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding. The insurance provided shall be Blue Cross/Blue Shield (MVF-I), Semi-private Hospitalization and Surgical Benefits, with Prescription Drug Rider (\$3.00 Deductible), or another carrier which provides a comparable benefit level.

Section 2. The employee shall have the option, upon termination, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

Section 3. All full time employees covered by this Agreement shall receive the Delta Dental of Michigan coverage, group #0009, which became effective July 1, 1981.

Section 4. All increases in health and dental policy premiums above those in place as determined by the effective date of this agreement shall be assumed 100% by the employee, who shall authorize payroll withholding accordingly. All employees in the active employ of the Employer on the effective date of this agreement shall be exempt from this provision.

Section 5. All employees who are eligible for health



insurance coverage under their spouse's Shiawassee County employment policy shall not be eligible for benefits hereunder, but shall receive in lieu thereof \$700.00 annually. Said amount will be payable at the end of the calendar year and is pro-rated.

Section 6. All employees who are eligible for health insurance coverage under their spouse's policy shall have the option to withdraw from the above coverage and receive in lieu thereof \$700.00 annually. Said amount shall be payable at the end of the calendar year and is pro-rated.

## ARTICLE 18

### LEAVE FOR UNION BUSINESS/PUBLIC SERVICE

A nurse shall be granted a leave for up to two (2) years without pay or without loss of seniority and accrued benefits to serve the Union or in an elected public office.

## ARTICLE 19

### HEALTH LEAVE

Section 1. An employee who is unable to work because of illness, injury, or elective surgery and has exhausted all the sick leave pay under the above Disability and Sick Leave plans shall be granted a leave of absence without pay upon written request and furnishing evidence of disability.

Section 2. The health leave of absence shall be for the period of disability but not to exceed twelve (12) months, unless extended by the employee upon written application and approval of the Health Officer and the County Board of Commissioners.

Section 3. At the employee's option, accrued paid time off credit under Article 13 shall be paid for Health Leave.

Section 4. An employee returning from Health Leave must give two (2) weeks notice of their intention to return to work. The employee shall return to the position held prior to the leave or, if that position is not available, to a position to which the employee's seniority and qualifications would entitle them.

Section 5. A nurse hired temporarily to fill a position of a nurse on Health Leave shall be informed at the time of employment or transfer that the position is temporary. The temporary employee shall be notified of the pending return of the nurse whose position is being filled two (2) weeks in advance of the return.

Section 6. During Health Leave the employee shall



accumulate seniority and all benefits provided under the terms of this Agreement.

**Section 7.** Health Leave shall be granted for physical or mental illness in the immediate family, as defined under Funeral Leave, provided the employee's absence is necessary to care for the family member who is ill or to arrange for suitable care for such family member.

## ARTICLE 20

### LIFE INSURANCE

**Section 1.** The County shall pay the full premium for a \$10,000 Term Life Insurance policy and a \$10,000 Accidental Death and Dismemberment policy for each full- and part-time employee.

**Section 2.** When an employee is on leave of absence because of personal illness or temporary disability, the County shall continue to pay the full cost of life insurance as provided by the County, for a period not to exceed twelve (12) months following termination of sick leave pay.

**Section 3.** The employe shall have the option, upon termination, of converting the group life insurance policy to an individual policy if allowed by carrier.

## ARTICLE 21

### CAR MILEAGE

An employee who is required to use their private vehicle in the performance of assigned duties shall be paid for actual trip mileage incurred each month, as established by regular work location, at the respective rate determined by policy of the County Board of Commissioners.

## ARTICLE 22

### PENSION

The County shall provide, through the Michigan Employment Retirement Act, a C2-B1 Retirement Plan at no cost to the employee.

## ARTICLE 23

### COMPUTATION OF BENEFITS

**Section 1.** Any hours paid shall be construed as hours worked for the purposes of computing any benefits provided by



this Agreement unless otherwise provided.

Section 2. For part-time employees, 2080 hours shall be used for the purpose of determining when a nurse shall have completed a year and will be eligible to move to the next annual salary step increase.

Section 3. All other benefits for which a part-time nurse is eligible shall be prorated based on the percentage of 2080 hours worked by that nurse during that year or the percentage of time worked as computed from the total time period required for that benefit.

Section 4. Employees who are employed to work a forty (40) hour week shall be advanced on the salary scale at the end of one (1) year and annually thereafter until the five (5) year schedule is reached.

#### ARTICLE 24

##### ABSENT WITHOUT LEAVE

Section 1. No employee shall absent herself from duty without permission of the Health Officer.

Section 2. In case of illness, the employee shall notify their office by telephone or messenger within one (1) hour after duty time.

Section 3. After three (3) days of absence unexplained satisfactorily to the Health Officer, the position may be declared vacant by the Health Officer.

#### ARTICLE 25

##### JURY DUTY

Section 1. Court Appearance Time During Scheduled Working Hours. This type of leave is provided for an employee subpoenaed as a witness to appear in Court on behalf of the County because of their County position. All witness fees, less mileage, must be deposited with the Office of the County Clerk. The employee shall suffer no loss of salary and benefits.

Section 2. Court Appearance Time During Non-Scheduled Working Hours. When an employee under this contract is required because of their County position to appear in Court on behalf of the County during a non-scheduled work day, the time so spent in Court shall be counted as hours worked for salary and benefits. The Court appearance must be verified, in writing, by the Court involved in order to receive payment for this leave.



**Section 3. Jury Duty.** This is an absence from work caused by an employee being ordered to serve as a juror in the court of law. Employees ordered to serve as a juror must show proof and will be required to deposit the jury fee, less mileage and expense allowances, in the Office of the County Clerk. Then the employee will be paid and will accrue all benefits that they would have normally received while not on jury duty. Employees excused from Jury Duty shall return immediately to their County duties.

## **ARTICLE 26**

### **NO STRIKES; NO LOCKOUTS**

**Section 1.** Under no circumstances will the Union cause or permit a strike against the Employer during the term of this Agreement. In the event of a strike, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the strike until the strike has ceased.

**Section 2.** In the event of a strike, the Union, by its officers, agents and shop stewards, shall immediately declare to the employees in writing that such strike is unauthorized, and order said employees, in writing, to stop the strike and resume work. Copies of such written notices shall be served upon the Employer simultaneously. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved, declaring the said conduct unauthorized and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The Employer shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

**Section 3.** The Employer will not lock out employees during the term of this Agreement.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.



**ARTICLE 28**

**SAVE HARMLESS**

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

**ARTICLE 29**

**WORKER'S COMPENSATION**

Employees will be covered by the applicable Worker's Compensation Law and the Employer further agrees that an employee eligible for Worker's Compensation income will be paid an amount by the Employer sufficient to make up the difference between Worker's Compensation and his regular semi-monthly income, not to exceed twenty-six (26) weeks.

**ARTICLE 30**

**GENERAL PROVISION**

Representatives of the Union previously accredited to the Employer in writing by the Union shall be permitted to come on the premises of the County for the purposes of discussing the terms of this Agreement, if they first get permission to do so from the Health Officer.

**ARTICLE 31**

**RULES AND REGULATIONS**

In the event the Employer amends, alters or revises its rules and regulations which apply to the members of this bargaining unit, the Employer shall provide the bargaining unit members with written notice of said changes at least five (5) working days in advance of the effective date.

**ARTICLE 32**

**WAIVER CLAUSE**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the



unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered hereafter only by mutual agreement in writing signed by the parties hereto.

### ARTICLE 33

#### PERSONAL LEAVE

Each full-time and part-time employee paid on an annual basis may be allowed personal leave, subject to the following:

- A. Full-time employees with at least one (1) year of seniority by December 31st of any year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.
- B. Full-time employees with less than twelve (12) months service during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) within any calendar year until they have passed this first anniversary date, at which time, 32.2 shall apply on subsequent years.
- C. Part-time employees, with at least one (1) year of seniority by December 31 of any year, shall be credited with two (2) personal leave days to be used in the subsequent calendar year.
- D. Part time employees with less than twelve (12) months service during the prior year shall be granted one (1) personal leave day at the completion of each six (6) months continuous service up to a maximum of two (2) within any calendar year until they have passed their first anniversary date. At which time, 32.5 shall apply on subsequent years.

Section 2. Personal leave days shall not be cumulative or reimbursable upon termination.



## ARTICLE 34

### COMPENSATION AND LONGEVITY

Section 1. The chart attached hereto as an APPENDIX sets out the schedule of compensation for the term of this Agreement.

Section 2. A. Longevity shall continue only for those employees in the bargaining unit who were employed by the Employer as of October 9, 1985. Any employees hired after October 9, 1985 shall not be afforded the benefits contained in this Section. Longevity shall be based upon years of service completed, as stated below:

After four (4) years:	\$ 240.00
After eight (8) years:	360.00
After twelve (12) years:	480.00
After sixteen (16) years:	600.00

B. The following conditions apply to longevity payments:

1. Leaves of absence between ninety (90) days and one (1) year shall be deducted from the time credited to longevity.
2. Longevity payments shall be paid annually on the first pay period following the employee's anniversary, and shall be in addition to regular salary and any salary increases.

C. Part-time employees are also entitled to longevity payments on a pro-rated basis. For example, an employee working one-half time for four years of service would be entitled to \$120.00.

## ARTICLE 35

### TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1988 and shall remain in full force and effect through midnight, December 31, 1990.

Section 2. This Agreement does not in any respect affect or jeopardize whatever rights and interests in short- and/or long-term disability insurance programs may have vested in bargaining unit member Cynthia Weier as a result of her employment prior to the date of ratification of this Agreement.

Section 3. Upon the written request of any party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.



IN WITNESS WHEREOF, the parties have hereunder set their hands this 22 day of Sept, 1988.

MICHIGAN HEALTH CARE ASSOCIATES,  
DISTRICT 1199M

SHIAWASSEE COUNTY BOARD OF  
COMMISSIONERS

By: \_\_\_\_\_  
Henry Nicholas, National

By: Joe Stephens for  
Barbara Clatterbaugh,  
Chairperson

By: \_\_\_\_\_  
Gloria Williams, Michigan

By: Kay Nickols  
Kay Nickols,  
Personnel Committee

By: Marilee G. Butcher RN

By: Mr. Teretman R.N.C.  
Charlitta Novak



## COMPENSATION SCHEDULE

### PUBLIC HEALTH NURSE I

Registered Nurse (hired after date of ratification of Agreement)

	3% INCREASE	3% INCREASE
	1-1-89 thru 12-31-89	1-1-90 thru 12-31-90
1-1-88 thru 12-31-88		
Start	18,674.90	19,235.15
1 year	19,817.45	19,812.21
2 years	20,416.08	21,024.33
3 years	21,244.50	21,659.42
4 years	21,886.74	22,538.29
5 years	22,566.57	23,219.65
		23,940.87

### PUBLIC HEALTH NURSE II

Registered Nurse with Bachelor of Science Degree  
(Includes all Nurses employed on date of ratification)

	3% INCREASE	3% INCREASE
	1-1-89 thru 12-31-89	1-1-90 thru 12-31-90
1-1-88 thru 12-31-88		
Start	19,866.92	20,462.93
1 year	21,082.39	21,076.81
2 years	21,719.24	22,366.31
3 years	22,600.53	23,041.94
4 years	23,283.77	23,976.90
5 years	24,006.99	24,701.75
		25,469.01

### NURSE PRACTITIONER

	3% INCREASE	3% INCREASE
	1-1-89 thru 12-31-89	1-1-90 thru 12-31-90
1-1-88 thru 12-31-88		
Start	21,386.56	22,028.16
1 year	22,658.56	22,689.00
2 years	23,930.56	24,038.46
3 years	25,202.56	25,387.93
4 years	26,474.56	26,737.40
5 years	27,865.28	28,086.86
		29,562.28

The above scales will be applied retroactively to those employees in the active employ of the Employer on the date of ratification of this Agreement



ELNA M. THATCHER  
County Clerk  
Corunna, MI 48817



MARCELLE A. BRADY  
Deputy Clerk  
Phone: 743-2242

## SHIAWASSEE COUNTY

The following is an excerpt from the minutes of a regular meeting of the Shiawassee County Board of Commissioners;

It was moved by Comm. Nickols, supported by Comm. Gosaynie that the agreement between the Shiawassee County Board of Commissioners and the Michigan Health Care Associates, District 1199M, National Union of Hospital and Health Care Employees AFL-CIO for January 1, 1988 to December 31, 1990 for Nurses be ratified. Motion carried with the following roll call vote of 7 Yeas and No Nays. Yeas Comms. Cole, Fedewa, Gosaynie, Kurrle, Nickols, Plowman and Stephens.

ADOPTED  
SHIAWASSEE COUNTY BOARD  
OF COMMISSIONERS

DATE: September 22, 19 88

ATTESTED: Elna M. Thatcher  
COUNTY CLERK AND <sup>ms</sup>

CLERK OF THE BOARD OF COMMISSIONERS

CC: Health/Assoc.  
File

mb