

12/31/92

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

THE MICHIGAN NURSES ASSOCIATION

120 SPARTAN AVENUE
EAST LANSING, MICHIGAN

JANUARY 1, 1990

THROUGH

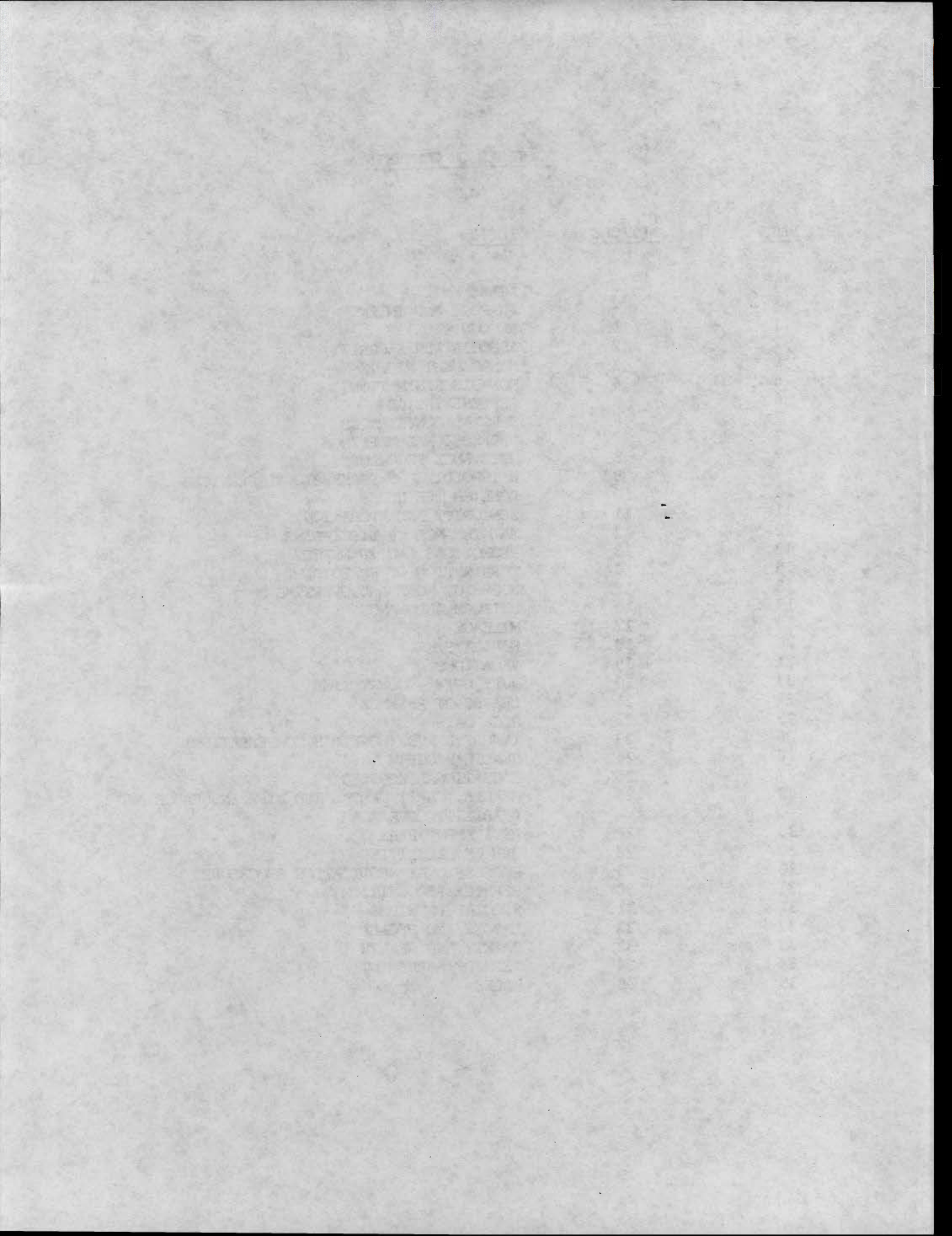
DECEMBER 31, 1992

St. Clair County



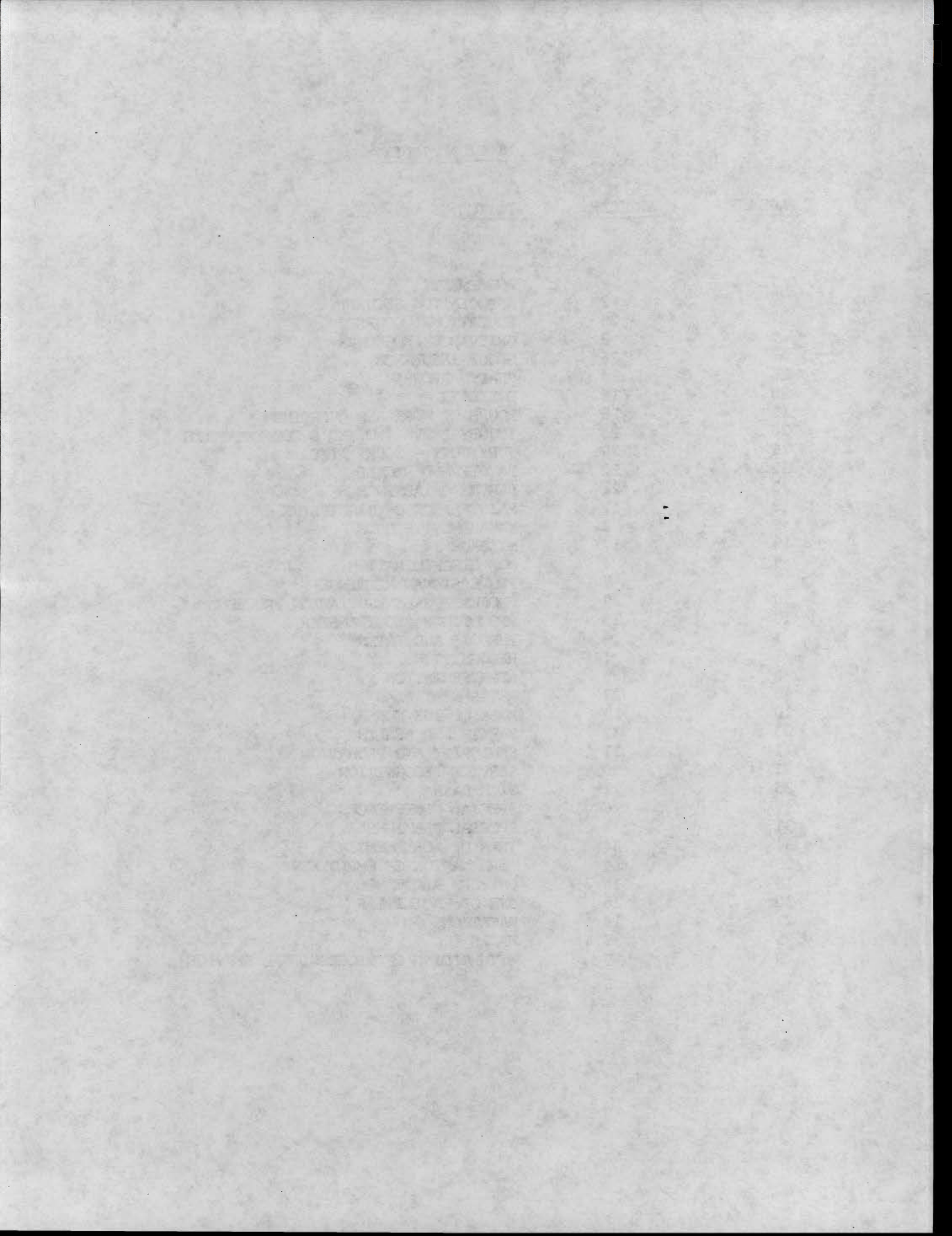
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AGREEMENT, MAINTENANCE OF AGREEMENT, AND SAVING CLAUSE

This Agreement, made and entered into this first day of January, 1990 between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer" and the Michigan Nurses Association and its affiliate the St. Clair County Registered Professional Nurses Staff Council, hereinafter referred to individually or collectively as the "Association".

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement are in conflict with the provisions of any law, they shall be deemed modified to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

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.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interest of all concerned.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the Association members.

ARTICLE 1

RECOGNITION

Association Recognition

1.1: The Employer 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 registered nurses employed by the Employer but excluding supervisors as defined in the Act, and excluding all other employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Temporary Permit Employees

1.2: Persons who are awaiting Michigan registration and who are employed as nurses in the recognized bargaining unit defined above, either as full time or part time employees, under a temporary permit issued by the Michigan Board of Nursing, shall be included in this unit. Nurses employed on temporary permits pending Michigan Registration, shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in terms of credit for experience in the salary schedule as provided herein. Nurses employed on temporary permits shall be considered as probationary for as long as their permit is temporary. Nonetheless, the Employer shall have the right to terminate a nurse who does not have and cannot get a license. Further, the securing of a regular license shall not shorten the probationary period.

Classifications and Positions

1.3: The following classifications of Nurses shall be subject to the bargaining unit. Newly hired Nurses may be placed on the salary schedule up to the four (4) year salary step as determined exclusively by the Employer. Nurses, who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. Be it provided that each nurse (including part-time employees) shall be automatically entitled to an annual step increase until attaining the maximum step of their classification pay range. The nurse shall be classified by one of the following three classifications as required by the Employer;

- a. Registered Nurse (R.N.)
- b. Public Health Nurse I (P.H.N. I)
- c. Public Health Nurse II (P.H.N. II)

ARTICLE 2

ASSOCIATION SECURITY

2.1: All nurses covered by this Agreement who are presently members of the Association, shall as a condition of continued employment, remain members of the Association or pay a service fee to the Association during the term of this Agreement. Subject to Section 3 below, all employees who are not presently members of the Association shall, as a condition of continued employment, become and remain members thereof within thirty-one (31) days of the date of ratification of this Agreement.

2.2: Employees newly hired after the date of ratification of this Agreement shall be required as a condition of continued employment, after the end of thirty-one (31) days employment with the Employer, and subject to Section 3 below, to become and remain members of the Association or to pay a service fee to the Association during the life of this Agreement.

2.3: Notwithstanding the foregoing, any nurse who does not desire to become a member of the Association shall annually pay a service fee to the Association equivalent to the amount of Association dues as a condition of employment.

2.4: Subject to the rights of the employee under applicable law any employee who fails to comply with the provisions set forth above, shall have their employment with the Employer as a nurse terminated, after not less than thirty-one (31) days following the mailing of a written notice, sent certified mail, from the Association to the employee notifying them of their default under this Article, if such default is not remedied during that period. A copy of such notice shall be mailed simultaneously to the Employer.

2.5: Employees who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership, or a service fee equivalent thereto, shall be deemed to have met the condition of this Article.

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

2.7: The Employer will submit a list, monthly, to the Association or staff council on a form provided by the Association, indicating the names of the employees to be added or deleted or pay a service fee to the Association. Failure to provide the list shall be subject to the Grievance Procedure. Should the County be unable to provide a timely list, it shall notify the Association of the reason and when it will provide said list.

2.8: Annual Association dues (service fees) shall be deducted from the first two (2) paychecks in each month (with appropriate adjustments being made for any employee who is on leave or layoff).

2.9: The Association shall, at least thirty (30) days in advance of the start of each calendar year, give written notification to the Employer of the amount of the dues (service fees) which are to be deducted. The deduction amounts for these dues (service fees) shall not be subject to change during the entire calendar year except for one (1) mid-year adjustment, upon the Association providing no less than thirty (30) days written notice to the Employer of such change.

2.10: Dues (service fees) deducted shall be sent to the Association at its office located at 120 Spartan Avenue, East Lansing, Michigan 48823, or as otherwise designated by the Association.

2.11: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of any initiation fees, membership dues, service fees, special assessment, or any other deductions, not in accordance with this provision.

2.12: During the life of this Agreement and in accordance with the terms on the form of Payroll Authorization Form hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues (service fees) levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes the following authorized Payroll Deduction Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
Last Name First Name

I hereby authorize St. Clair County to deduct bi-monthly from my earnings a sufficient amount to provide for the regular payment of membership dues (service fees) established from time to time by the Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my Employer and the Michigan Nurses Association at any time while this authorization is in effect.

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

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

License Number Social Security Number

Signature Date

2.13: A properly executed copy of such Payroll Authorization Form for each employee for whom such dues or service charges are to be deducted hereunder shall be delivered to the designee of the Employer before any payroll deduction is made. Deductions shall be made thereafter only under such Payroll Authorization Forms which have been properly executed and are in effect. Any such form which is incomplete, or in error, may be returned to the employee by the Employer.

2.14: Deductions under all properly executed Authorization Forms shall become effective at the time such forms are tendered to the designee of the Employer and annual dues (service fees) shall be deducted as hereinbefore provided.

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

2.16: An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

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

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

2.19: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employees' pay.

ARTICLE 3

MANAGEMENT RIGHTS

3.1: The Employer retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types 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 hire, layoff, assign, transfer, and promote employees and to determine the starting and quitting time and the 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.

ARTICLE 4

NON-DISCRIMINATION

4.1: The Employer shall not discriminate against any employee because of race, color, national origin, religious affiliation, sex, marital status, age, unrelated physical handicap, physical appearance, membership or activity on behalf of the Association.

4.2: The Association with regard to membership or Association activity will not discriminate for any of the reasons set forth above.

ARTICLE 5

REPRESENTATION

Professional Committee

5.1: The Association shall be represented in the grievance procedure, special conferences, and negotiations by a Professional Rights and Responsibility Committee, hereafter referred to as the PR & R Committee composed of a maximum of three (3) members of the local nurses staff council which will include the chairperson, the co-chairperson and one committee member who is chosen by the members of the staff council.

Committee Member Notification

5.2: The local Staff Council of the Association will furnish the County with the names of the membership of this committee and their alternates.

Grievances - Released Time

5.3: The PR & R Committee members shall, without loss of pay, be permitted to leave their work during regular working hours, for purposes of investigating and presenting grievances to the County, after arrangements have been made with the Director of Nurses. The PR & R Committee member shall not process any grievances beyond the scheduled shift.

Grievance Adjustment

5.4: The PR & R Committee members shall process grievances at all steps of the grievance procedure, however, the Committee or the County may request participation of a representative(s) of the Michigan Nurses Association State Office when a grievance reaches the Step Three (3) of the grievance procedure.

Travel Time

5.5: When scheduled negotiations, and/or scheduled grievance procedures are carried on away from the place of employment of the nurse representing the PR & R Committee, such member of the PR & R Committee will be excused from work one-half hour before the beginning time of such scheduled meeting and shall return to work within one-half hour after the session ends. Such nurse shall have the right to punch in and work during the remaining period of the regular shift and will not be required to work overtime for the purpose of making up time spent in such negotiations and grievance procedure.

Representation Changes

5.6: Any problems arising under the representation provision not covered herein, shall be taken up directly with the PR & R Committee.

Access by Association

5.7: Representatives of the Michigan Nurse 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 patient care or routine work. Arrangements for such meetings should be made with the Department Head.

ARTICLE 6

SPECIAL CONFERENCES

6.1: Special Conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairman of the Nurses Staff Council of the Association and the designated County representative upon the request of either party. Special Conferences shall not be used for collective bargaining. Such meetings shall be between two (2) officers of the local Nurses Staff Council, and not more than two (2) non-employee representatives of the Association, and the County representatives. 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 at times agreeable to both parties.

6.2: Members of the Association shall lose neither time nor pay for time spent in such Special Conferences held during their scheduled working hours.

ARTICLE 7

PROFESSIONAL MEETINGS

7.1: The County will encourage and may require attendance by registered professional nurses at professional meetings where attendance is likely to increase the competency of a nurse in their professional capacity. The County agrees not to require attendance as described above where such attendance would constitute a personal or financial hardship.

7.2: Nurses who desire to attend a professional meeting may submit a request to the Director of Nursing. Nurses who attend a professional meeting shall receive their normal pay and the County shall pay all reimbursable expenses.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1: STEP 1

- a. Any nurse having a complaint based upon an event, condition, or circumstance under which a member or members work, allegedly caused by an interpretation of a published policy or any provision of this Agreement shall within ten (10) working days of the

alleged grievance take the matter up with the Director of Nursing who shall answer the grievance. Any nurse may request the Nursing Director to call the PR & R Committee Representatives to handle the grievance with the Nursing Director. In this case, the PR & R Committee will be notified without due delay and without further discussion of the grievance. This procedure shall not unduly delay the operation of the Employer. The Staff Council agrees to limit to one person the number of people used to handle a grievance, except for cases of discharge or discipline which may lead to discharge.

8.2: STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the office of the Administrative Director within five (5) working days after the meeting or adjourned meeting at Step 1.
- b. The designated Association representatives and the grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.
- c. The Administrative Director shall have five (5) working days to answer the grievance in writing.

8.3: STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Officer within five (5) calendar days after completion of Step 2.
- b. Such notice shall contain a request by the Association that a hearing be held within ten (10) working days of the delivery of said notice for the disposition of said grievance. At such hearing, both the Association and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representative, as is appropriate. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.
- d. The designated representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the Association, in writing within five (5) working days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Employer, and confirmed in writing.

- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein.

8.4: STEP 4

- a. In the event the Association determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Officer in writing of its intent to arbitrate the issue. The Arbitrator shall be selected from the American Arbitration Association, federal mediation and conciliation service or as may be otherwise mutually agreed upon by the parties.
- b. The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses of arbitration shall be borne by the party incurring such expenses.
- c. It is understood that the word "Association" as used in Section 8.4: a above means the Michigan Nurses Association exclusive of the St. Clair County Registered Nurses Staff Council.
- d. The Arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- e. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 9

WITHHOLDING OF PROFESSIONAL SERVICES

9.1: It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

9.2: Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of the bargaining unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the patients or the services of the Department.

9.3: The Employer shall have the right to discipline or discharge any employee participating in such interferences and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

9.4: The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 10
ROLE OF THE NURSE

10.1: The Employer as a community institution and the Registered Professional Nurses as a professional group share the common responsibility of providing to the citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the Registered Professional Nurse in the operation of the Medical Centre.

10.2: The Employer recognizes that Registered Professional Nurses are responsible for the direct and/or indirect total nursing care of the patients. Modern facility nursing care which is consistent with current practice requires the direct assistance of various auxiliary personnel and services to the nurses in order to provide adequate nursing care to patients.

10.3: The parties agree that the nurse must and shall have the authority commensurate with the responsibility for directing the work of the auxiliary nursing personnel who are to be employed in a sufficient number so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care. The auxiliary nursing personnel currently include Licensed Practical Nurses, Practical Nurses, Orderlies, Nurses Aides, and Ward Clerks.

10.4: The parties further agree that certain required auxiliary services which are necessary for providing total patient care are routinely assigned to other facility employees which include delivery of meals, housekeeping after patient discharge, cleaning service rooms of a ward, dispensing and delivery of non-prepackaged drugs to a ward, and the ordering of floor supplies when there are sufficiently trained ward clerks.

10.5: Registered Professional Nurses should not be expected to perform these services as a routine function so they are left free to carry out their primary responsibility of patient care. However, this statement of intent shall not excuse a nurse from performing any assignment consistent with the professional ethics and judgment given to them by their supervisor which is connected with patient care. The parties also acknowledge that this statement of intent recites desired goals which may not presently be fully implemented, but which shall be a subject of reasonable cooperative effort to upgrade patient care.

10.6: 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 diagnosis, 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, 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 the work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

10.7: The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families; they present the potential of public health nursing's contributions in community program planning and in diagnosis and treatment of community ills; they lend their support and their special skills to the total configuration of public health practice.

10.8: The parties agree that filing, typing, and other routine clerical functions are not the routine responsibility of Public Health Nurses.

10.9: The Employer agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities by adoption of suitable policies and procedures so that Public Health Nurses can be fully utilized in providing the best possible public health nursing care.

ARTICLE 11
SENIORITY AND PROBATION

11.1: Definition of Seniority - Seniority shall be computed as follows:

- a. Full time nurses shall accumulate seniority from their last date of full time hire. Seniority shall be computed on the basis of full time service, unless otherwise abridged by this Agreement.
- b. Part time nurses shall accumulate seniority based on the total number of actual hours worked from their last date of hire as a part time employee.

11.2: Full or Part Time Status Change

Nurses whose full or part time status changes shall be entitled to seniority as follows:

- a. A full time nurse who becomes part time, shall have their length of service converted into hours based on either 1,950 or 2,080 annual hours, whichever may apply.
- b. A part time nurse who becomes full time, shall have their seniority date established by computing their total actual accumulated hours of work while part time into years, months, and days.
- c. The same formula as provided above shall apply, should a nurse's status change regardless of the number of times.

11.3: Loss of Seniority

A nurse shall lose seniority for the following reasons:

- a. Quits.
- b. Is discharged and such discharge is not reversed with seniority restoration ordered.
- c. Does not return to work when recalled from a layoff, unless such return is beyond the control of the nurse.
- d. Retires.
- e. Dies.
- f. Is absent without approval for two (2) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

11.4: Probationary Period

A full time nurse shall be on probation for the first four (4) months^{3 mth} of their employment as full time. A part time nurse shall be on probation for the first six (6) months of their employment as part time.

11.5: Probationary Period Extension

The probationary period may be extended up to a maximum of two (2)^{3mth.} months for full time nurses or part time nurses, if the nurse's attendance or performance is questionable as determined by the Employer. The nurse shall be notified in writing no less than one (1) week in advance of an extension by the Employer.

11.6: Probationary Period Evaluation

The Employer will formally review and evaluate the performances of the nurse in writing at least one month prior to the end of the probationary period and/or extension. The nurse shall receive a copy of the evaluation. Failure to provide an evaluation prior to the completion of the probationary period or extension, shall prohibit the Employer from extending initial probation or providing the nurse a probationary release.

11.7: Probationary Release

A nurse who does not perform satisfactorily while on probation shall have their employment terminated as a probationary release. Such release shall not be subject to the Grievance Procedure.

ARTICLE 12

MAINTENANCE OF DISCIPLINE

12.1: It is assumed that each registered professional nurse will abide by such rules of professional conduct so the efficient operation of the facility and the professional care of patients is maintained.

12.2: Any discipline of a nurse that does not warrant discharge or a summary discipline will be of a corrective nature and will be based on a verbal warning followed by a written warning before the nurse is disciplined.

12.3: Individual discipline penalties, including discharge for just cause, may become the subject for a grievance.

12.4: Changes in department rules of policies for the conduct of registered professional nurses, when drafted by the department, shall be presented to the Association thirty (30) days prior to their being placed in effect.

12.5: Proposed changes in department rules or policies for the conduct of registered professional nurses shall be subject to the Grievance Procedure.

12.6: The PR & R representative shall receive a copy of all disciplinary action which involves written warning, lost time, or discharge. Such copy shall be transmitted within five (5) days of the date action is taken by Certified mail.

Nurses may review their own personnel records upon request of the employee. Such review shall be at a reasonable place and time as determined by the Employer.

12.7: A nurse who does not notify the department head of the reason for an absence within two days of a scheduled workday, shall be notified that all seniority has been lost and that employment has been terminated, unless such notice was not possible for reason beyond the control of the nurse.

12.8: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than six (6) months prior in the case of an oral warning and two (2) years prior in cases of all other forms of discipline unless such prior infraction involves an intentional falsification of their application or records of the Employer which had not been formerly disclosed in writing to the Employer.

12.9: The Employer shall, within five days following any disciplinary action taken against a member or members, notify the M.N.A. by Certified mail.

ARTICLE 13

PROMOTIONS AND TRANSFER

13.1: Posting of Vacancies

The Employer shall post a notice of a nursing job vacancy occurring within the bargaining unit in its various locations, in a conspicuous place. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

13.2: The job shall be posted for ten (10) working days, (excluding Saturday, Sunday, and holidays).

13.3: Nurses applying for the position shall make a written application either on the Employer's application form or in resume form, to the designee indicated on the posting. The resume, if submitted by the nurse, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for job (experience, skills, and/or education).

13.4: The County shall not be prohibited or restricted from recruiting a Registered Nurse from among non-bargaining unit members simultaneous to posting the job vacancy notice within the bargaining unit. The County shall recruit candidates for Public Health Nurse I & II from within the bargaining unit by posting a notice of all vacancies. In the event a qualified candidate is not recruited, the County shall be entitled to recruit non-bargaining unit persons.

13.5: In making the award of the job, the Employer will consider the employee's qualifications and seniority.

13.6: Method of Evaluation

In all cases of promotion or transfer of nurses from one classification to another, the following factors shall be considered:

- a. Length of service - seniority;
- b. Knowledge, training, ability, skill and efficiency, which may in part be determined by written and/or oral examination selected solely by the Employer;
- c. Physical fitness by medical certificate;
- d. Attendance record;
- e. Education.

Where factors b, c, d, and e are relatively equal, the length of service shall govern.

13.7: Trial Period

A trial period shall be provided as follows:

- a. Ninety (90) working days for a transfer.
- b. Sixty (60) working days with an extension of an additional ten (10) working days for a promotion.

The Employer shall notify the Association and nurse in writing of an extension indicating its reason for such extension. An extension shall not be subject to the Grievance Procedure.

During the trial period, a nurse who is unsatisfied or unsatisfactory shall be returned to their former position without recourse of the Grievance Procedure.

13.8: Emergency Transfers

Emergency transfers may be made by the department head provided the nurse is paid not less than her existing salary or the salary of the temporary position, whichever is higher.

13.9: Positions Outside Professional Unit

If a nurse is transferred to a position in the County not included in the bargaining unit, or to a position in the unit not covered by this Agreement, and thereafter returns at least within six (6) months but no greater than one (1) year to a position within the unit covered by this Agreement, the nurse will accumulate seniority while working in the position to which the nurse was transferred. Nurses transferred under the above circumstances, upon returning to a position within the unit covered by this Agreement, shall be entitled to include their total seniority time for the purpose of determining their rights to any future benefits provided other nurses in the unit, in accordance with the provisions of this Agreement.

ARTICLE 14

TERMINATION OF EMPLOYMENT

14.1: Registered professional nurses who resign from service with the County shall submit to their department head a letter of resignation at least two weeks prior to their last day of employment.

14.2: At least two weeks written notice of termination of employment by the Employer shall be given to an employee, except in case of discharge for cause.

14.3: The nurse shall forfeit one day of retrievable sick leave pay for each workday short of the required two weeks notice of a voluntary quit. The week shall be defined as five consecutive days with two (2) days of rest.

ARTICLE 15

HOURS OF WORK AND OVERTIME

15.1: Full Time Nurses

The workday shall be comprised of seven and one-half (7 1/2) or eight (8) hours as established by past practice. The workweek shall consist of thirty-seven and one-half (37 1/2) or forty (40) hours as established by past practice. A nurse shall work thirty-seven and one-half (37 1/2) or forty (40) hours a week as determined by past practice to be considered full time. At the Public Health Department, full time nurses shall work a week of Monday through Friday from 8:00 am to 4:30 pm including a one hour lunch period and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon. The daily hours of work for the Public Health Care nurse may be altered to conform to the hours of special clinics.

The most senior qualified nurse shall be requested to work special clinics. If the nurse declines the opportunity, the second senior qualified nurse shall be requested to staff the special clinics, etc. If all qualified nurses refuse the assignment, then the Employer may require the least senior qualified employee to staff the special clinic. Special clinics are defined as evening clinics such as Family Planning Clinic and AIDS Program.

15.2: Part Time Nurses

A. A nurse who is scheduled to work for less than full time, as previously defined herein, shall be classified as part time. They shall:

1. Be paid at the same hourly rate as a full time nurse employed in the same job classification.
2. All nurses, who are members of the bargaining unit shall be advanced on the salary schedule by one step per year of service.
3. Be paid for holidays worked on the same basis as full time employees.
4. Be provided vacation as set forth in 19.1 and 19.2.
5. Be provided the uniform allowance as set forth in 16.1 through 16.4.
6. Be provided leave of absence as set forth in 21.1 through 21.3.
7. Be provided injury leave (worker's compensation) as set forth in 23.1 through 23.4.
8. Be provided mileage as set forth in 17.1 through 17.5.
9. Be provided educational courses as set forth in 25.1 through 25.4.
10. Be provided the health program as set forth in 24.1 through 24.5.
11. Be provided the liability coverage as set forth in 26.6.
12. Be provided the hospital-medical insurance as set forth in 26.1.
13. Be provided the life insurance as set forth in 26.4.
14. Be provided the dental insurance as set forth in 26.3.

B. Nurses who assumed part time status prior to January 1, 1975 shall:

1. Receive vacations in accordance with Article 19 - Vacations, if normally scheduled to work half time or less. In the event the nurse is normally scheduled to work more than half time, the nurse shall be entitled vacation based upon seventy-five percent (75%) of the full time schedule.
2. Receive sick days based upon normally scheduled hours. A nurse who works half time or less shall be entitled to accrue one half (1/2) day a month. A nurse who works more than half time shall be entitled to accrue three-fourth (3/4) days a month.
3. Receive dental insurance at no premium cost to the nurse.
4. Receive holiday pay as provided for full time nurses.

5. Receive hospitalization and life insurance at no premium cost to the nurse.

15.3: Newly hired Nurses may be placed on the salary schedule up to the fourth annual step. Nurses who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. An advance which is arbitrary, capricious or discriminatory is a proper subject for grievance.

15.4: Hours of Work

The Employer shall determine the starting and quitting time of all nurses and facilities.

- a. Each nurse working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in the second half of their shift, as scheduled or designated by the supervisor.
- b. Nurses who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.
- c. The nurses of the Medical Centre who are eligible for a lunch period shall be entitled to thirty (30) minutes of paid lunch period. All other nurses, who work at facilities based on a thirty-seven and one-half (37 1/2) hours of work a week, shall be entitled to one (1) hour of unpaid lunch period if eligible for a lunch period.

15.5: Overtime

Nurses shall be compensated at time and one half (1 1/2) their base hourly rate for:

- a. All work performed in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and one-half (7 1/2) or eight (8) hours as may apply.
- b. All work performed in excess of their normally scheduled hours in seven (7) consecutive day workweek. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) or forty (40) hours as may apply.
- c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively.

A nurse shall not have overtime compounded by applying provision (a) and (b) in the same instance.

- d. All work performed by nurses on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.

- e. Any nurse called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.
- f. On a call back, a nurse reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

15.6: Scheduling Overtime

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

15.7: Overtime Notice

No nurse shall be required to work more than eight hours in any twenty-four (24) hour period without reasonable notice.

15.8: Compensatory Time

Nurses will be permitted the option of taking compensatory time off in lieu of overtime pay provided this choice is indicated at the time overtime is requested, and reasonable notice is given before the time off is taken.

15.9: On Call Provision (Weekends)

Public Health Department Nurses who are required to provide nursing care on weekends shall receive compensatory time at a rate of one and one-half (1 1/2) times for hours actually worked. The nurse shall be guaranteed a minimum of three (3) hours compensatory time or one and one-half (1 1/2) the time actually worked on Saturday or Sunday, whichever is greater.

15.10: On Call Provision (Holidays)

Public Health Department Nurses who are required to be on call on days designated by the County as holidays shall receive compensatory time at the rate of time and one-half (1 1/2) for all those hours which they are required to be available. They shall receive compensatory time off at the rate of two (2) times for all hours actually worked.

15.11: Pay Advance

If a regular pay day occurs during an employee's vacation, the employee may request a pay advance. Advance pay shall be paid on a regular pay day only. A request for advance pay shall be made no less than ten (10) working days prior to the regular pay day the check is to be received. Payment shall not be made for more vacation days than have been earned upon the date of the request of advance pay. The employee shall be issued one pay advance only within each calendar year.

ARTICLE 16

UNIFORM ALLOWANCE

16.1: Full time nurses shall be granted uniform allowance in the following amounts:

- a. Nurses of the Medical Centre shall receive \$275.00 in a calendar year.
- b. Nurses of the Public Health Department shall receive \$370.00 in a calendar year.

16.2: Part time nurses shall be entitled to uniform allowance based on a prorated computation of the number of hours worked in the preceding six (6) months. Be it provided that the payment shall not exceed fifty (50%) of half the annual allowance.

16.3: The allowance shall be paid in two (2) equal parts; the first full pay period of June and December each calendar year.

16.4: Nurses hired, transferred into, or changing from part time to full time or full time to part time in the bargaining unit shall receive a prorated allowance based on the number of hours worked in the period prior to but not greater than six (6) months.

ARTICLE 17

MILEAGE

17.1: Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum I.R.S. allowable per mile non-taxable amount.

17.2: Nurses shall receive mileage reimbursement for travel from home to the following situations:

- a. The first work assignment is greater in distance than the distance from the nurse's home to the main or branch office.
- b. The last work assignment to the main or branch office. The difference shall be reimbursable to the nurse.

ARTICLE 18

HOLIDAYS

18.1: One day time off will be granted to registered professional nurses for the following legal holidays, established by the Employer.

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday of January)
President's Day (Third Monday of February)
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (First Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday of November)
Friday following Thanksgiving Day
December 24 (Whenever Christmas Day falls on Tuesday, Wednesday, Thursday or Friday)
Christmas Day (December 25)
December 31 (Whenever New Year's Day falls on Tuesday, Wednesday, Thursday or Friday)

18.2: To qualify for holiday pay the nurse, if scheduled, must report to work the day prior or the day after the holiday. Nurses scheduled to work the holiday but fail to work the holiday shall not receive holiday pay.

18.3: In the event a holiday falls on a Sunday, the following Monday shall be considered as the said holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the said holiday. Other holidays may be granted by action of the Employer.

18.4: Holidays not worked

- a. A registered professional nurse who is full time will be paid for the above holidays at the regular straight time rate of pay.
- b. Part time registered professional nurses hired prior to January 1, 1975 shall be paid at the same rate as the full time nurses.
- c. Part time nurses hired on or after January 1, 1975 shall be entitled to half (1/2) a holiday's pay for holidays which occur on the nurses' normally scheduled workday.

18.5: Holidays worked

- a. Full time nurses who are scheduled to work and work the day designated as a holiday shall be paid at two and one half (2 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, shall receive the balance of the eight (8) hours not worked.

- b. Part time nurses hired prior to January 1, 1975 shall be eligible for two and one half (2 1/2) times their regular straight pay under the same limitations and regulations as a full time nurse.
- c. Part time nurses hired on or after January 1, 1975 who are scheduled to work seven and one-half (7 1/2) or eight (8) hours, as may apply, on a holiday, shall be paid at two (2) times their regular hourly rate. However, part time nurses shall not be scheduled less than seven and one-half (7 1/2) or eight (8) hours on holidays to avoid such payment for working on holidays.

18.6: Holiday in Vacation

When a holiday falls within a nurse's vacation period and the nurse is absent from work because of the vacation, the nurse will be paid that holiday in addition to the vacation pay for that day, or receive a day off with pay at the nurse's discretion, but not both.

18.7: Holiday-Leave of Absence or Layoff

A nurse who is on a paid leave of absence or on a layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave or a layoff caused by a reduction in the Public Health Department's staff which commenced during the week prior to or during the week in which the holiday occurs.

18.8: Holiday Hours Paid

Holiday hours paid for but not worked shall be considered as scheduled hours worked.

18.9: Personal Day

Each nurse covered by this Agreement shall receive each year two (2) personal leave days with such days to be deducted from any accumulated sick days. Such request should be made at least forty-eight (48) hours in advance.

ARTICLE 19
VACATIONS

19.1:

- a. Nurses shall be entitled to vacation to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees</u> <u>Days</u>	<u>Part Time Employees</u> <u>Days</u>
1 - 2	10	5
3 - 4	12	6
5 - 9	15	7 1/2
10 - 14	17	8 1/2
15 - 19	20	10
20 - 24	22	11
25+	25	12 1/2

- b. The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of employment with the Department.
- c. An employee shall not be entitled to use more days than have been earned or in advance of days to be credited. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.
- d. An employee shall not be entitled to carry forward more than ten (10) days of vacation credit into their anniversary year.
- e. Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.
- f. A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.
- g. Upon termination or retirement the employee, or upon death the employee's beneficiary, shall be paid for all unused days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment.

19.2: Employees may convert sick days to vacation days with a maximum of six (6) converted vacation days per year with the following restrictions:

- a. Upon completing conversion, the employee must have a balance of no less than five (5) sick days.
- b. Converted vacation days are subject to all the provisions of this Article.
- c. Conversion shall be according to the following schedule based upon departmental seniority:

<u>Months of Seniority</u>	<u>Sick Days</u>	<u>Vacation Days</u>
13 to 24	5 convert to	1
25 to 26	4 convert to	1
37 to 48	3 convert to	1
49 or more	2 convert to	1

- d. Sick days may only be converted to whole and not fractional vacation days in accordance with the preceding schedule.

ARTICLE 20
JURY DUTY, COURT TIME

20.1: Jury Duty - Notification

A nurse who is called for jury duty shall notify the Director of Nurses immediately upon receiving notice of such call.

20.2: Jury Pay Supplement

If a nurse serves on jury duty during days when normally scheduled to work, the County will provide the normal weekly pay check and the nurse shall turn over the jury pay to the County. Any reimbursements, such as by way of example, mileage, meals, lodging, and/or reimbursable out-of-pocket expenses shall belong to the nurse. If paid as part of the jury pay, the County shall provide the reimbursement portion only to the nurse in a reasonable time and manner.

20.3: Jury Duty - Accrued Time

Days on which the nurse performs jury duty shall be considered as time worked.

20.4: Court Time

Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County.

ARTICLE 21

LEAVES OF ABSENCE

21.1: Leaves of absence for reasonable periods, not to exceed one year will be granted without loss of seniority for:

- a. Maternity leave;
- b. Illness leave (physical or mental); and
- c. Prolonged illness of spouse or child.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that such leave or extension thereof, shall be consistent with meeting the operating needs of the Department.

21.2: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- a. Serving in any Union position.
- b. Educational purposes, when job-related. Such leave may be extended for like cause by consent of the Employer.
- c. Other special cases which may be decided individually by the Employer.
- d. Illness in the immediate family.

Be it provided, however, that such leave or extension thereof, shall be consistent with meeting the operating needs of the Department.

21.3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness or at intervals appropriate to the physician's statement as to the length of disability, evidencing the inability of the nurse to return to normal work duties.

21.4: The Employer may require the nurse of leave, due to an illness, to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

21.5: The requirements of Section 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted.

21.6: A nurse shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician, and may be subject to Section 4.

21.7: Extension of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year whichever is greater.

21.8: Request of an extension shall be made in writing no less than five (5) working days prior to the expiration date of the leave.

21.9: While on leave of absence without pay, the nurse accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

21.10: Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the Grievance Procedure. The provision of the section may be waived by the County if extenuating circumstances are proven.

21.11: A nurse elected to an Association position or selected by the Association for an activity which takes them from their employment for more than thirty (30) days, but not more than one (1) year, may with the consent of the Employer receive a leave of absence, without pay and without loss of seniority for the duration of the assignment. A member of the Association employed by the County and elected to a State Council or National Convention, shall be allowed time off, to attend such conventions with the approval of the department head.

21.12: Under no circumstances shall an employee be granted a leave of absence for the purpose of engaging in employment with another employer.

21.13: Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty, provided proof of service and pay is submitted.

The County will comply with all the rights and provisions of the Universal Military Act and any other or subsequent Federal or State Legislature or Regulation affecting the employment and re-employment of members or former members of the bargaining unit and the County's employ.

ARTICLE 22

SICK DAYS

22.1: Full time nurses shall accumulate sick days to be used for days lost to illness or as otherwise provided.

22.2: Full time nurses shall accrue sick days at the rate of one (1) day per month for the first sixty (60) months of continuous service.

22.3: Commencing the sixty-first (61st) month of full time employment the employee shall accrue two (2) days a month.

22.4: Sick days shall accrue to a maximum of one hundred twenty (120) days.

22.5: A nurse shall be eligible to use sick days after completion of the probationary period.

22.6: A nurse shall not be paid more sick days than have been accrued.

22.7: Sick days may be used for absence other than illness to the nurse as follows:

Serious or critical illness to members of the immediate family, not to exceed ten (10) sick days.

22.8: Proof of illness of a nurse's immediate family may be required before payment of sick days is made.

22.9: Proof of a nurse's illness may be required if a nurse exhibits questionable attendance or if a nurse's illness raises the question of fitness to perform normal duties.

22.10: Sick days may be taken in place of normally scheduled workdays, excluding holidays.

22.11: Sick days shall not accrue on a leave of absence without pay.

22.12: Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

22.13: Upon termination for any reason, each employee shall be entitled to receive fifty percent (50%) of their accumulated sick days as of their date of separation.

In the case of the death of a member of the bargaining unit, payment of sick leave shall be made to the beneficiary at a rate of fifty percent (50%) of the accrued unused sick days from date of hire.

22.14: Members of the bargaining unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:

Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, niece, nephew, aunt and uncle.

ARTICLE 23

INJURY LEAVE

(Worker's Compensation)

23.1: A nurse injured on the job and eligible for Worker's Compensation shall receive their normal pay minus taxes and minus Worker's Compensation benefits pay.

23.2: That pay which supplements Worker's Compensation benefit pay, to provide normal pay minus taxes, shall be deducted from accumulated sick days at the same proportion as the supplement is to the normal pay.

23.3: The nurse shall be eligible to utilize sick days to maintain normal pay minus taxes until such time as Worker's Compensation benefit pay commences as prescribed by law.

23.4: In no case shall a nurse use more sick days than have been earned.

ARTICLE 24

HEALTH PROGRAM

24.1: Physical Examination

A pre-employment examination will be given to all newly appointed registered professional nurses by the County without cost to the employee. Each nurse may have an annual physical examination.

Nurses who elected to have an annual physical examination performed by the County and the remaining part of the physical performed by their own physician shall do so at their own expense.

24.2: Tuberculosis Control

In addition to a chest x-ray and/or tuberculin testing at the time of employment, every nurse is required to have a chest x-ray once a year, on or about the time of their anniversary date.

If the initial O.T. test is positive, additional tests and/or chest x-rays will be taken at six (6) month intervals as recommended by the department head, depending on the individual history of the nurse.

When a nurse has been hospitalized with active tuberculosis, the Director of Nursing will notify the department head who will obtain the names of all employees who may have been exposed to the nurse and institute follow-up procedures.

24.3: Immunization

The County shall provide each nurse the opportunity to receive immunizations as determined by the Employer free of charge.

24.4: Physical Examination

Nurses may be required to take a physical or mental examination as prescribed by the Department.

24.5: Examination Form

Physical examinations are required to be reported on the standard County medical examination form.

ARTICLE 25

EDUCATIONAL COURSES

25.1: Course Eligibility

Any registered professional 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 Director of Nursing or the department head agrees would aid in the practice and performance of services to the County and will contribute to professional growth, may submit in advance of commencing such course or courses, a letter of application to the department head for approval to receive reimbursement for the cost of tuition and books.

25.2: Letter of Application

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 and where it is offered.

25.3: Approval of Application

Approval of the nurse's application by the department head will permit the course or courses and assure reimbursement from the Employer for the total cost of tuition and books.

SECTION 4:

25.4: Reimbursement

If said course or courses are approved, reimbursement for the cost of tuition and books shall be made no later than thirty (30) days after successfully completing the course or courses.

ARTICLE 26

HEALTH CARE, DENTAL AND LIFE INSURANCE AND LIABILITY COVERAGE

26.1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
OPC - Outpatient Psychiatric Care
CC - Convalescent Expense Benefit
XF - Exact Fill Complimentary Coverage
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Case Management
Precertification
Automobile Accident Exclusion

The County shall have authority to select the health care plan provider, provided such coverage is comparable.

The Employer shall pay the plan cost with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of the SD and/or Medicare XF riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the SD and/or Medicare XF riders until after June 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the SD and/or Medicare XF riders plan costs. Be it provided, however, that enrollment changes on or after June 1, 1986 shall be subject to the preceding subsection b.

- d. Part time employees hired on or after January 1, 1975 shall be responsible for all health care plan costs. Part time employees hired prior to January 1, 1975 shall be entitled to participate in the health care plan on the same basis as full time employees.
- e. Employee plan cost shall be paid by way of payroll deduction.
- f. When a nurse is on a paid leave of absence using sick days the County shall continue premium payment to the extent it was obligated to prior to the paid leave. The nurse shall continue premium payment for that portion committed to prior to the paid leave. The nurse who fails to provide premium payment shall forfeit insurance coverage during the paid leave.
- g. Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:
 - * \$1350.00 - Family Plan Subscriber
 - * \$1100.00 - Two Person Subscriber
 - * \$ 650.00 - One Person Subscriber

26.2: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

26.3: The Employer shall provide full time employees and part time employees regularly scheduled to work twenty (20) or more hours in a week who choose to participate the following dental plan:

- a. Coverage shall be that commonly referred to as the plan 100 50/50.
- b. Part time employees hired on or after January 1, 1975 shall be responsible for all dental care plan costs.

26.4: Life Insurance

- a. The Employer shall provide term life insurance in the amount of \$15,000 for all full time nurses and those part time nurses hired prior to January 1, 1975. Part time nurses hired on or after January 1, 1975 shall not be eligible for term life insurance.
- b. Part time nurses hired on or after January 1, 1975 who are regularly scheduled to work twenty (20) hours a week, shall be entitled to life insurance in the amount of \$15,000. the nurse who elects coverage shall pay the entire premium cost.

26.5: In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

26.6: The County shall indemnify each employee against claims of liability which may arise from the course of employment.

26.7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs.

26.8: On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

ARTICLE 27

RETIREMENT PLAN

27.1: The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 249 of the Public Acts of 1943, as amended; provided however, that amendments therein provided shall not require separate Association approval.

27.2: The detailed provisions of the plan are contained in the booklet entitled, "St. Clair County Employees' Retirement Plan".

ARTICLE 28

USE OF FACILITIES

28.1: The Association may use available rooms at the Department for Association meetings, with the prior consent of the department head.

28.2: 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 professional interest.

ARTICLE 29

PROFESSIONAL NEGOTIATION PROCEDURE

29.1: The Agreement between the parties may be reopened for professional negotiations in any of its provisions by mutual agreement of the parties.

29.2: The parties will cooperate in arranging the meeting, furnishing essential information and constructively consider and attempt to resolve any matters being negotiated.

29.3: In any professional negotiations between the parties neither of the parties shall have any control over the selection of the negotiating representatives of the other party, and each party may select its own representatives. No final agreement between the parties may be executed without ratification by a majority of the membership of the nurses local staff council with the approval of the Michigan Nurses Association.

29.4: The representatives selected by each party shall have the necessary power and authority to make proposals, consider proposals and make concessions and agreements in the course of negotiations, subject to final ratification of the respective parties.

29.5: The County agrees that designated Association representatives engaged during their scheduled work hours in negotiations or special conference on behalf of the Association with the County during the term of this Agreement shall be entitled to release time, subject to the provision of Article 5.

29.6: Any Agreement so negotiated shall apply to all members of the recognized bargaining unit and shall be reduced to writing and signed by the authorized representatives of the Board of Commissioners of the County and the Association.

29.7: In the event the parties reach an impasse in any such negotiations and are unable to reach agreement on the issues or on other proposals which have been presented, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

ARTICLE 30
SERVICE RECOGNITION

30.1: The County shall recognize years of continuous service by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Full Time Employees Maximum Payment</u>	<u>Part Time Employees Maximum Payment</u>
5 - 9	2%	\$ 500	\$ 250
10 - 14	4%	\$1000	\$ 500
15 - 19	6%	\$1500	\$ 750
20 - 24	8%	\$2000	\$1000
25+	10%	\$2500	\$1250

30.2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum the first full pay period following their date of hire.

30.3: Part time employees hired prior to January 1, 1975 shall be eligible for a lump sum payment prorated on the number of hours worked in their anniversary year.

ARTICLE 31
SPECIAL PREMIUMS

31.1: A premium of fifteen cents (.15) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 PM but not on or after 10:00 PM herein referred to as the afternoon shift.

31.2: A premium of twenty cents (.20) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 PM but not on or after 6:00 AM herein after referred to as the night shift.

31.3: A premium of twenty-five cents (.25) per hour additional shall be paid to those employees with starting times between 10:00 PM Friday and 6:00 AM Monday herein after referred to as the weekend shift.

31.4: A premium of twenty cents (.20) per hour additional shall be paid to nurses designated as Nursing Coordinator.

ARTICLE 32
LAYOFF AND RECALL

32.1: Definition

A layoff shall mean a reduction in the number of nurses employed by the Employer as determined by the Employer. A recall shall mean the return of nurses to work from a layoff as determined by the Employer.

32.2: Method of Layoff

Layoff shall be limited to those nurses affected within their Department, by division, by program, and by classification as determined by seniority.

32.3: Layoff Procedure

In the event of a layoff, a nurse who may be temporary or probationary, or licensed by temporary permit shall be laid off before a seniority employee. The seniority employee shall displace a probationary, temporary, or temporary permit nurse within the Department, division, program, and classification where the layoff occurs. Health Department nurses shall not displace Medical Centre nurses, and Medical Centre nurses shall not displace Health Department nurses.

32.4: Accrued Days

The laid off Nurse shall have exclusive responsibility to elect:

- a. Payment for accrued vacation and sick days consistent with the terms and conditions of Article 19 - Vacations and Article 22 - Sick Days; or
- b. Retain accrued vacation and sick days until either recalled or expiration of the one (1) year layoff period.

Be it provided that retained days shall:

- a. Accrue no interest.
- b. Be paid at the rate in affect upon layoff.
- c. Be paid after the expiration of the one (1) year layoff period.

32.5: Recall

During a layoff, the Employer shall fill vacancies from nurses on layoff in inverse order of their layoff, provided however, that they have the ability to do the available work. Such a recall shall be limited to vacancies in the laid off nurses former department, division, program and classification. Should the Employer determine to restore or add classifications, notice of recall shall be made in writing to the last known address of the nurse providing seven (7) calendar days prior notice of the date to return to work, such notice shall be by certified mail, return receipt requested.

32.6: Failure to Return

A nurse who fails to be recalled to work within one (1) year of layoff or refuses to accept a suitable offer of work shall have their employment terminated.

32.7: A nurse on layoff who takes other employment shall not lose status as an employee until the layoff has been in effect for one year.

32.8: Should the Employer contemplate layoffs at the Health Department or Medical Centre, they will contact the Association for discussions. Such discussion shall not prohibit this Employer from initiating layoffs.

ARTICLE 33
SAFETY AND HEALTH

33.1: The County recognizes the predominant importance of accident prevention, occupational health, and the elimination of hazards to health and safety at the Health Department and Medical Centre, and agrees to promote safe work habits and methods, identify and correct hazards, establish and enforce safety rules through a Joint Association and Management Safety Committee and promote safety consciousness for all employees.

33.2: The Employer or the Association shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

33.3: In the event the safety recommendation is not implemented, or the Association is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the bargaining unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

33.4: Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Employer and the employees.

33.5: The County will post diagramed escape routes in a conspicuous place in each of its offices in all County buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 34

TERM OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1990 and shall continue in operation and effect through December 31, 1992. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 1992, give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change, or modify this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1993 subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this

_____ day of _____ 1990.

MICHIGAN NURSES ASSOCIATION

THE COUNTY OF ST. CLAIR, MI

Nancy A. Hils

William J. Danneels
Chairman, Board of Commissioners

Mary J. Spencer

Marion Sargent
County Clerk

May 5, 1992

ARTICLE 35

WAGES

Effective: January 1, 1990

	<u>START</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>
RN	\$11.29	11.74	12.20	12.69	13.21	13.73	14.28
PHN I	11.47	11.93	12.41	12.90	13.42	13.96	14.51
PHN II	12.70	13.21	13.73	14.28	14.86	15.45	16.07

Effective: January 1, 1991

	<u>START</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>
RN	\$11.74	12.21	12.69	13.20	13.74	14.28	14.85
PHN I	11.93	12.41	12.90	13.42	13.96	14.51	15.10
PHN II	13.21	13.73	14.28	14.86	15.45	16.07	16.71

Effective: January 1, 1992

	<u>START</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>
RN	\$12.21	12.70	13.20	13.73	14.29	14.85	15.45
PHN I	12.41	12.90	13.42	13.96	14.51	15.10	15.70
PHN II	13.73	14.28	14.86	15.45	16.07	16.71	17.38

