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*Jackson County*

COLLECTIVE BARGAINING AGREEMENT

between

JACKSON COUNTY

and

UNIT A

REGISTERED NURSES AND LICENSED PRACTICAL NURSES

CHAPTER OF LOCAL 2098

and

MICHIGAN COUNCIL NO. 55 AFSCME (AFL-CIO)

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

January 1, 1972

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JACKSON COUNTY  
REGISTERED NURSES AND LICENSED PRACTICAL NURSES

CHAPTER OF LOCAL NO. 2098

and

MICHIGAN COUNCIL NO. 55 AFSCME (AFL-CIO)

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into as of this 1st day of January, 1972 by and between the County of Jackson, including its Commissions, Boards and Authorities, of the County of Jackson, State of Michigan (herein referred to as the "County"), and its Employees recognized hereunder as being represented by the Registered Nurses and Licensed Practical Nurses Chapter of Local No. 2098 and Michigan Council No. 55 American Federation of State, County and Municipal Employees, (AFL-CIO) (herein referred to as the "Union").

PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the County's success in establishing a proper service to the community.

To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE I - RECOGNITION

The County, the public employer under the Public Employment Relations Act, being Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, and sometimes herein referred to as the Act, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all regularly employed full-time and part-time registered nurses and licensed practical nurses employed by the County of Jackson, but excluding however, the following:

- (a) The employees represented by the Jackson County Deputy Sheriff's Association as set forth in their Agreement of January 1, 1971;
- (b) Employees represented by Local 139 of AFSCME at the Jackson County Medical Care Facility under their Agreement of November 1, 1968;
- (c) Employees of the Jackson County Road Commission represented by District 50 of the United Mine Workers;

- (d) All employees of the County of Jackson other than those designated as represented above or those herein specifically excluded;
- (e) All non professional employees at Northlawn Hospital, including ward clerks, but excluding full and part-time registered nurses, licensed practical nurses, occupational therapists, licensed and registered technicians, office clerical employees, maintenance employees (building engineers, janitors and building maintenance);
- (f) Employees represented by the International Union of Operating Engineers, Local No. 547 at the Jackson County Medical Care facilities;
- (g) Elected officials, Department heads, and Professional employees;
- (h) Supervisors, managerial employees, confidential employees;
- (i) Employees of the Circuit Court, District Court and Probate Court and Juvenile Court, including employees of the Youth Home and Adult Probation Officers and employees of the Friend of the Court's Office who are subject to the direction and control of the judges of the aforesaid courts;
- (j) Employees of the County Parks Commission, limited to the Administrative Assistant to the Parks Commissioner, the Parks Superintendent, Equipment Maintenance Director, PGA Golf Professional, and the Mechanical Equipment Maintenance Supervisor and Engineer.
- (k) Library Director, Adult Services Librarian, Central Librarian Supervisor, and Head Technical Services Supervisor and part-time Librarians as hereinafter defined within the definition of part-time employees.
- (l) Part-time employees. Part-time employees shall for this classification be designated by the department head on the Employee's application and acceptance of employment; provided, however, that Regular part-time employees who work forty (40) or more hours in an eighty (80) hour pay period for a period of thirteen (13) weeks within a period of one hundred eighty (180) days will become subject to the terms and provisions of this Agreement and will not be regarded as excluded therefrom; however, their seniority shall be established thirteen (13) weeks prior to the day of qualification, and such employees shall not be entitled to benefits such as medical or health insurance, life insurance or benefits under the pension program. They will, however, be entitled to proportionate benefits under the Holiday and Vacation Program, and sick pay as provided thereunder, using 2080 hours as the basis for computation of their proportionate benefits.
- (m) Those excluded by the statutory provisions of the Act.
- (n) Employees referred to as "pages, bluebells, co-ops or part-time students" shall not be covered by the Agreement, and the number of these employees shall be determined by the Employer and the Union each year. For the

current year, the County will be allowed the following:

Pages	8	Co-op Students	10
Bluebells	6	Students	10

It is understood and agreed that student part-time help will not be used to prevent the payment of overtime to regular employees, nor shall they be used during time of a layoff of regular employees or while regular employees are working reduced hours. This shall be determined on a departmental basis.

- (o) Seasonal Help. Seasonal, temporary or casual employees may be employed to a total of fifteen (15), and the period of their employment will be confined to the months of May through September. However, in no case will the period of employment of a temporary employee exceed one hundred (100) calendar days. It is understood and agreed that the provisions in this Agreement entered into between the parties do not apply to those temporary employees. It is further agreed that these employees will not be used to prevent the payment of overtime to regular employees, nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours. This shall be determined on a departmental basis. In the event a temporary employee is promoted to a permanent position, his time worked as a temporary employee shall count towards establishing his seniority date.

#### ARTICLE II - UNION SECURITY, REPRESENTATION - DUES AND FEES

Section 1. The County and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief, or membership in a Union, nor shall the County, or the Union, or its agents, or its members discriminate against any employee because of his exercising his rights, under the Act.

Section 2. Union Membership, Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union shall remain members for the duration of this Agreement, or in lieu thereof shall pay the Union dues and fees as assessed against its members on a uniform basis as a condition of continued employment. Employees not members on the effective date of this Agreement shall either become members on the first day following the employee's thirty-first workday following the execution hereof and shall remain members for the duration of this Agreement, or in lieu thereof, shall pay dues and fees required of the members of the Union as a condition of continued employment. Employees hired after the effective date of this Agreement shall become members of the Union the first day following the thirty-first day of work after their initial employment and shall remain members for the duration of this Agreement or in lieu thereof shall pay the dues and fees as uniformly required of members following such date as a condition of continued employment.

Section 3. The Union will accept into membership all Employees covered by this Agreement. Persons losing their membership in the Union solely by reason of not paying their initiation fee and/or monthly dues as uniformly required by the membership, shall not be retained in the employ of the County in accordance with this Contract; provided, however, if an employee does not become a member of the Union but does pay the membership dues and initiation fees or other fees required as a uniform condition of acquiring or maintaining membership in the Union, the County shall retain them as an employee. If the County receives written notice from the Union that an employee has failed to tender such dues and fees as required hereunder, it shall terminate the employment of such employee if said default is not cured within thirty (30) days after such notice.

Section 4. This provision with respect to the Union membership shall in no way affect the County's right with respect to exercise of the provisions of this contract as they relate to the retention or termination of probationary employees. If Employees do not elect to become members of the Union, they shall pay the dues and fees as required by the Union of the membership. The Controller's office will furnish to the Union a list of all the new hires at the end of each pay period and the Application for Employment will contain a provision concerning the election to participate in the insurance program. In the event an Employee's seniority is terminated for any reason, the Union will be notified by the County of the names of the Employees following the end of each month in which termination of seniority took place.

Section 5. Employees shall be represented by a bargaining committee of not more than two (2) members of which the County agrees they will pay one (1) employee for the time lost from regular work in collective bargaining relating to the representation of the bargaining committee. Reasonable arrangements will be made to allow Bargaining Committee Members to attend negotiating meetings during their regular working hours. They shall give notice to their Department Heads when they intend to be absent for such purposes for regularly scheduled bargaining meetings.

Section 6. The County shall deduct, where authorized, Union proportionate annual dues from the wages of Employees covered by this Agreement. Dues uniformly required as a condition of membership in the Union shall be deducted only in such cases as the Employee files with the County proper legal written authorization to do so. Such dues as and when deducted shall be kept separate from the County's General Fund and shall be decreed trust funds and shall be forwarded to the Union forthwith. Check-off deductions under properly executed authorizations or check-off dues and initiation fees shall become effective thirty-one (31) workdays after the date of employment and shall be deducted from the first pay of the month following the thirty-one day period and from each first monthly pay period thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Union.

Section 7. Employees shall cease to be subject to check-off deductions beginning with the month following the month in which his seniority is terminated or he is no longer a member of the bargaining unit.

Section 8. The Union shall be entitled to three (3) stewards in this Unit; one (1) to represent the nurses and LPNs in the Health Department, one (1) to represent the nurses and LPNs in the Jackson Medical Care Facilities, and one (1) to represent the nurses and LPNs in the Northlawn Hospital. Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purposes of investigating grievances and to attend grievance meetings. Stewards shall have access to County premises for the purposes of investigating and adjusting any complaints and grievances by arranging with the respective department heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the department. Employer's premises may be used for grievance interviews. Stewards shall investigate and present the grievances to the department heads through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the department heads giving him reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures.

Section 9. The County and the Committee. The Union shall meet at reasonable times with the County Labor Committee to discuss and adjust unsettled grievances or other matters which shall properly come up to discussions. Meetings shall normally be held on the last Tuesday of the month at three (3:00) o'clock P.M. Special meetings of urgent or compelling nature concerning health and safety or other items in which time is important to both parties may be called by either party in which event the parties shall endeavor to meet within seven (7) days' time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the County does not submit an agenda for the regular monthly meeting, no such meeting shall be held. Employees will be paid for time lost from regular working hours at such meeting, Union representatives at such meetings will normally consist of the Steward in the area affected, the Chairman of the Committee and the Staff Representative of the Council.

### ARTICLE III - COUNTY AND UNION RESPONSIBILITY

Section 1. The County hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States. The management of the business of the County is vested exclusively in it and the County reserves to itself all management functions, including but not limited to the full and exclusive control of the content and work and the direction and supervision and the operation of the County business and of the employees of the County. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend or discharge for just cause; to establish classifications, lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules; to establish overtime hours to be worked; to decide on functions to be performed; to establish methods or recording work hours of employees (other than by the use of time clocks at the County Health Department); to establish standards of quality, all of which shall be subject to and be in conformity with the applicable express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County. Any powers or authority of the County which are not abridged, delegated or modified specifically by this Agreement are retained by the County.

Section 2. No lockout of the employees shall be instituted by the County during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in or authorize its members to engage in any such action or interfere with the services rendered by the County employees. This restriction shall apply to the County and the Union even though all steps of the Grievance and arbitration procedures have been exhausted and shall pertain to any dispute or difference of opinion between the County and the Union or between the County and any of its employees. The grievance and arbitration procedure will be the final method of disposing of any such dispute between the parties and lockouts, strikes or other economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

#### ARTICLE IV - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the Employees and the County as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences. Following all the steps of the grievance procedure, either the County or the Union shall be entitled to resort to binding arbitration with respect to matters of the interpretation, application or compliance with the provisions of this agreement as it relates to the wages, hours and working conditions of employment. Individual grievances only may be submitted to the arbitrators by the parties and may be combined with other grievances only in the event the grievances arise out of a common factual situation or have to do with the interpretation of a common contract clause; otherwise, without the consent of both parties in writing, grievances must be submitted on an individual basis to the arbitrator.

Step 1. An Employee having a grievance shall present it orally to her immediate supervisor within five (5) working days from the knowledge of its occurrence. If it is not settled orally, and in such event the steward must be present, the steward and the employee shall jointly reduce the grievance to writing stating the grievance, the contract provision alleged to be violated, and the remedy desired and they shall each sign the grievance and submit it to the employee's immediate supervisor within five (5) working days from the date the immediate supervisor gave his oral response to the original grievance. The supervisor shall answer the grievance in writing within two (2) working days following the presentation of the written grievance.

Step 2. In the event the steward and the employee desire to proceed further with the grievance, they shall appeal the same to the department head within five (5) working days from the receipt of the answer from the immediate supervisor and in such event, the department head shall answer the grievance in writing within two working days following its receipt.

Step 3. If the County Department Head's answer is not satisfactory the Committee Chairman of the Union may submit the appeal to the Assistant Director of Personnel of the County within five (5) working days subsequent to the answer of the department head in Step 2 (for all purposes of Article IV, the term five (5) working days shall mean the period of Monday through Friday.) The Director of Personnel shall give his response at such meeting and in the event the matter is not settled, the Union may submit the appeal on the next monthly agenda to the Labor Relations Committee of the Jackson County Board of Commissioners; such submission to be within ten (10) calendar days following the response from the Assistant Director of Personnel. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Labor Relations Committee will be arranged to discuss the grievance or grievances appearing on the agenda not later than ten (10) calendar days from the date the agenda is received by the Labor Relations Committee or the date of the monthly meeting, whichever is later, unless a special meeting has been agreed to. The Labor Relations Committee will give its written answer to the grievance within ten (10) days from the date of the meeting. A mutual decision in writing shall be given within ten (10) calendar days by both the parties or in the event they cannot agree, the Labor Relations Committee shall give its own written decision within such period.

Step 4. In the event the parties are unable to settle the matter at Step 3, and the Union or the County wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Michigan Statute, Act 170 of Public Acts of 1939. The notice of intent to arbitrate shall be given within seven (7) days in writing from the decision in Step 3. The arbitrator shall be selected by the parties by mutual agreement. In the event they cannot agree upon an arbitrator within thirty (30) days from the determination in Step 3, they shall request the American Arbitration Association to submit at least two lists consecutively containing five (5) suggested arbitrators, and if they cannot agree upon an arbitrator from the first list, they shall choose an arbitrator from the second list by using the method of striking and the first choice to strike an arbitrator will be determined by coin. The issues shall be specifically set forth by the party requesting arbitration and the arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

- (a) The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the County and the Union. It may be enforced by a Circuit court of competent jurisdiction. The fees and the expenses of the Arbitrator will be paid equally by the parties. All other expenses shall be borne by the individual parties. There shall be no appeal from any arbitrator's decision.

Section 1. Any grievance under this article relating to the payment of wages shall not be retroactive beyond the date the grievance was first presented in writing to the County. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance and arbitration procedure shall be considered as settled on the basis of the last answer or on the basis of the grievances presented and shall not be subject to further review, that is, if the County fails to respond to the grievance within the time period required or if the Union fails to appeal from the answer of the County within the time period required, the grievance will be deemed to be settled on the basis of the last answer of the County, or upon the basis of the grievance as presented when the time period expires. Grievances may be withdrawn at any stage of the proceedings by mutual consent of the parties in writing. The parties by mutual agreement in writing may extend any of the time periods hereinbefore set forth.

Section 2. The County Department Head shall promptly notify the Steward assigned to his department by writing concerning any discharge or written discipline. Oral warnings need not be communicated to the Steward. In the event any employee is discharged or disciplined by the department head, he will be allowed to discuss this action with his steward before being required to leave. The department head shall discuss the discharge or discipline with the employee and the steward upon their request. In the event of any grievance concerning discharge or discipline, it shall be submitted within two (2) working days from the time of such discipline or discharge; thereafter, the grievance shall follow the steps of the grievance procedure heretofore set forth.

Section 3. In connection with the imposing of any discipline on a current infraction, the County will not take into account any prior infractions which were incurred more than two years previously or impose discipline on an employee for falsification of an employment application after a period of two years from the date of hire.



## ARTICLE V - SENIORITY

Section 1. The County agrees to recognize and abide by the principles of seniority in the event of layoffs, recall, filling of vacancies, promotions, shift preferences, overtime and vacations. Seniority will be the determining factor if qualifications, ability to perform the job, and matters such as experience, training, education and physical or technical qualifications required by the job are equal. The department head shall make the initial determination concerning such qualifications and in the event the Union disagrees, it may file a grievance with respect thereto.

Section 2. Probationary Employees. New employees hired in the bargaining unit shall be considered as probationary employees for the first sixty (60) (480 hours) days worked by the employee. The sixty-day (480 hours) probationary period shall be accumulated within not more than one hundred eighty (180) calendar days. When an employee finishes a probationary period, by accumulating sixty (60) days (480 Hours) of employment within said period, he shall be entered on the seniority list of the unit and shall rank for seniority sixty (60) workdays (480 hours) prior to the day he completes the probationary period which shall be his anniversary date. There shall be no seniority among probationary employees. Disciplined, discharged, or laid off probationary employees shall not have recourse to the terms of this Agreement.

- (a) The Union may represent probationary employees for the purposes of collective bargaining with respect to initial determination of their rates of pay, wages and hours of employment, or other conditions of employment; however, probationary employees subject to discharge, discipline or layoff, shall not be entitled to grievance procedure except with respect to health and safety measures.
- (b) Employees transferred out of the bargaining unit to a position with the County shall have their seniority frozen.

Section 3. Department Seniority. Department seniority shall be recognized with respect to promotions, layoffs, overtime, recall, fillings of vacancies, and shift preferences. In the event an employee is subject to an indefinite layoff, department seniority shall be followed and in the event the employee is on layoff for an indefinite period of time, or the initial layoff extends beyond a period of five (5) days, he or she may exercise her seniority outside their department on a countywide basis within their unit, provided they have either held a classification in other departments or have the experience, qualifications, and training to immediately fill positions in other departments of less senior employees. Employees on layoff from a department of less than five (5) working days, may not exercise their seniority to bump into other departments in the countywide unit until such five-day period has expired, unless the initial layoff is for an indefinite period. If the employee does not elect to bump at the end of the five-day period within the succeeding five days, such election will be deemed to have been waived.

Section 4. Loss of Seniority. An Employee shall lose his seniority rights for the following reasons: (all time periods set forth in Subparagraphs (b), (c) and (d) may be waived if the employee provides a legitimate excuse acceptable to the County for failure to notify it or report within the time required, which shall be subject to grievance procedure):

- (a) The Employee quits or is discharged for cause.
- (b) The Employee is absent for three (3) consecutive working days without good cause and without notifying the County and obtaining a leave of absence. The County will issue a termination notice in such case.
- (c) An Employee is notified by personal notice, e.g., telephone or personal communication, to report for work and fails to report for five (5) working days after he was notified of the recall, or in the event notice is given by telegram or registered or certified mail, and the employee fails to report for work for five (5) days following the time he was supposed to report for work, based on the postmark of his notice, then in such event he shall be considered to have quit. Notice will be given the Union in the event of the Employee's failure to report within the required time.
- (d) The Employee fails to report back within three (3) days following the expiration of a leave of absence, vacation, or holiday.
- (e) Falsification of reasons for a leave of absence or statements on the employee's application. This shall not relate to false statements made over two years ago.
- (f) An Employee with less than one year of seniority will lose his seniority if he is laid off for a period equal to the length of time of his seniority. Employees with more than one year of seniority will lose their seniority if laid off for a continuous period equal to their seniority acquired at the time of layoff or for a period of eighteen (18) months, whichever is longer.
- (g) An Employee who has reached the retirement age of sixty-five (65) and is retired pursuant to the policy of the County or elects to take early retirement at age sixty (60).

Section 5. Seniority lists are to be prepared and maintained by the department head within the County and such lists shall show the name and job titles of all employees of the particular department who are entitled to seniority on the date of this Agreement. The Controller's office shall also maintain a seniority list with respect to all employees in the employment of the County. This list will be maintained on an up-to-date copy as of every calendar quarter and will be submitted at least fifteen (15) days following the close of each quarter.

Section 6. Superseniority of Union Representative. The Chairman and Secretary of the Chapter and the President, Secretary and Treasurer of the Local shall be entitled in the event of layoff, notwithstanding their position on the seniority list to be continued at their work as long as there is a job in their department or in other County departments with employees under this Agreement which they can perform either on the basis of their past qualifications, having held the qualification, their experience, training and physical, educational or technical qualifications. The stewards shall be entitled to continue to work if they have the necessary qualifications to perform the work, and if work is available in their department as long as work is being performed in their particular department, or other departments under their jurisdiction where other employees are working. Similarly, in the event they are laid off, they shall be recalled to work in the event of layoff on the first open job

in the department which they can perform within their established classification.

Section 7. Temporary or Permanent Layoff. A temporary layoff is a layoff for a period of five (5) days or less. A permanent layoff is a layoff of in excess of five (5) days or for an indefinite period. This term refers to a reduction in the number of employees. In the event the County proposes to reduce the number of hours of employees rather than lay off an employee, it shall notify the Chapter Chairman who shall conduct a poll of the employees as to whether the majority of them prefer to reduce hours or effect a layoff. The County will then meet with the Union Bargaining Committee, and in the event a majority of the employees prefer that employees be laid off rather than take a reduction in hours, then the most junior employee within the department shall be laid off in accordance with the layoff procedures. In the event only a less senior employee is involved, the department head may require such less senior employee to reduce hours unless said employee prefers to take a lay-off. The County will immediately confer with the Union Bargaining Committee in the event layoffs of employees are necessitated.

Section 8. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off first on a departmental basis; then part-time employees will be laid off on a departmental basis, and thereafter, seniority employees will be laid off on the basis of their seniority within the department if there are senior employees capable of performing the work available under the principles set forth in Section 1 above; otherwise the more senior employees will be laid off. This procedure will be followed whether it is a temporary or permanent layoff. Regular employees on the basis of departmental seniority will be given a notice of at least five (5) calendar days prior to a layoff if it is an indefinite layoff or a layoff in excess of five (5) days. The Union shall be given a list of such laid off employees.

- (a) When the working force is to be increased after layoff, employees shall be recalled according to seniority reversing the provisions as employed above. Notices of recall may be by telephone, telegram, or by registered or certified mail. In the event of telephone notice, the steward shall be present.

Section 9. Any employee actively serving in the armed forces of the United States shall not lose his seniority status but upon release from service under honorable conditions he shall be re-employed by the County under the provisions of the Universal Military Training and Service Act provided he reports for work within ninety (90) days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the County will review his case with the Union as to whether or not he should be re-employed, but generally, such person shall not be entitled to re-employment. The County agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

Section 10. The County agrees that where work is moved to another location or transfers of employee are involved, they will discuss the movement with the Union in order to accommodate the protection of seniority rights of employees involved.

ARTICLE VI - JOB POSTING, VACANCIES AND BIDDING PROCEDURES

Section 1. A vacancy exists and will be posted for bid when a new classification is created, if an employee dies, quits, is rightfully discharged, is transferred, or is granted a leave of absence exceeding sixty (60) working days. The County agrees to post notice of these vacancies over the signature of the Controller and the department head in every department for a period of four (4) working days. Any Employee in the bargaining unit desiring to fill the vacancy shall make an application to the department head in writing to transfer to the new position or vacancy. They shall be selected on the basis of the requirements for the position and if they meet these minimum requirements, the selection shall be based on seniority. The requirements for the position may relate to training, technical qualifications, education, and testing if required. The decision shall first be made assuming the qualifications are met on the basis of departmental seniority and thereafter, on the basis of countywide seniority if no one in the department qualifies.

Section 2. Employees shall be given a period of five (5) working days to establish their ability to perform the work posted for vacancy as set forth above. In the event the department head feels that this period is not adequate to judge the employee capacities, he may, with the consent of the employee and the Union extend the trial period up to an additional two (2) calendar weeks. If no full time employee makes application for the position or is found to be qualified, then regular part-time employees shall be eligible to apply for such position; or if none of them apply, the Employer may fill such position from non-employees.

Section 3. In the event an employee is found not to be qualified for the position, he shall be returned to his prior position and the County may call the next person eligible who bid for the job, and if he declines, the bid list shall be exhausted before the County may fill the job from outside the bargaining unit without reposting the same.

Section 4. If an employee terminates his or her employment by quitting or withdrawing their retirement contributions and are subsequently rehired, all seniority rights, vacation eligibility and positions are forfeited. However, by refunding the retirement contribution, their retirement benefits may be reinstated.

Section 5. An employee, during the training period or qualification period on a job to which they have bid will receive the pay of the classification on the bid job until he has returned to his former position.

Section 6. An employee who fails to qualify for the position for which he has bid shall return to his former classification and job.

Section 7. Employees required to work in a higher classification shall be paid at the rate of the higher classification unless their normal job duties from time to time require their being a temporary replacement for other employees within their department. In the event such temporary duties exceed two (2) hours, then they shall receive the pay of the higher classification for the entire period for which they have performed such work.

Section 8. Job vacancies shall be posted within five (5) days from the time they become vacant and the steward shall receive a copy of all job postings at the time they are posted.

The County shall award the position following the vacancy within a reasonable time unless it elects through the Labor Committee not to fill such vacancy.

ARTICLE VII - LEAVE OF ABSENCE

Section 1. Leaves of absence for periods not to exceed one (1) year shall be granted by the County after application in writing without loss of seniority for valid reasons, such as serving in elected or appointed positions, either public or in the Union or otherwise, for maternity leave, for illness, sickness or accidents, for prolonged illness in the "immediate family" or educational leave. Medical leaves for the employee shall be extended by the County for at least one more year, if necessary, and may be extended by the County for good cause for other reasons where personal voluntary leaves have been requested. Such leaves may be granted by the Department Head for a period not to exceed ten (10) days in length; but if such leaves exceed such period, they shall require the approval of the Labor Committee of the County Board of Commissioners. These leaves, other than sick leave, shall be without pay and seniority will not accumulate beyond a period of one year in any event. Leaves shall be deducted from seniority where it exceeds six (6) months in any one calendar year as it pertains to eligibility for vacations or increase in pay.

- (a) An employee with seniority will be entitled to two (2) personal leave days with pay each calendar year which may be taken in intervals of not less than two (2) hours.

Section 2. An employee returning from a leave of absence of less than sixty (60) days shall be returned to the position and classification he held when he left. If the leave exceeds the period of sixty (60) days, the employee shall be entitled to return to work where available if less senior employees in his classification are working. He shall not be entitled in such event to return to the position or job which he previously held.

Section 3. All leaves of absence under Section 1 shall be without pay except for medical or personal leave where the Employee has accrued sick leave as set forth in Section 4 below. Employee shall be responsible for continuing, if they desire, payments for group life and health insurance. No leave will be granted for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

Section 4. Sick Leave. (a) Each full time employee of the County shall be entitled to sick leave of one (1) workday with pay for each completed month of service (not less than fifteen (15) work days per month). Regular part-time employees shall be entitled to earn a day of sick leave for each fifteen (15) days worked within a calendar year but seasonal, casual, or other cooperative or part-time employees shall not be entitled to earn sick leave.

- (b) An employee eligible for sick leave with pay may use such sick leave for absence due to the weather, otherwise they are to be docked.
- (c) Unused sick leave shall be accumulated without limit and in the event an employee is terminated or separated from service or retired or dies, he or she shall receive payment for all accumulated sick leave at one-half (1/2) the regular rate of pay at the time of separation.

(d) Employees absent from work on legal holidays, vacations, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, including paid sick leave, shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were employed subject, however, to the maximum limitations herein provided.

(e) An employee eligible for sick leave with pay may use such sick leave upon approval of the department head for absence due to illness or injury or absence because of exposure to communicable contagious disease, and to illness or death in the employee's "immediate family" which are leaves otherwise permissible without pay under Sections 1 and 5 hereof. An employee on sick leave shall inform his immediate superior of the fact and the reason therefor as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence, provided, however, that in the event that any employee shall be drawing Workmen's Compensation, he shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid Workmen's Compensation benefits except as provided in Subparagraph (j) below. "Immediate family" is defined in Section 8 below.

(f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half day.

(g) Sick leave with pay in excess of three (3) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he uses sick leave.

(h) An employee who is laid off from his position for reasons that are not disciplinary may, if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff, if he refunds to the county the funds received under sub-paragraph (c) above.

(i) The department head shall maintain records and report to the County Controller on sick leave credit and authorized sick leave taken by employees.

(j) Employees with accrued sick leave may elect to draw a portion of the same while drawing Workmen's Compensation in an amount which, when added to their Workmen's Compensation payment, will not exceed their regular take-home pay at the time of their injury.

(k) If an employee becomes ill while on a regularly scheduled vacation, subject to the requirements of verification herein, the employee will be entitled to charge such time against sick leave and shall be entitled to reschedule his vacation period occupied by the sick leave to another period of the year.

#### Section 5. Maternity Leave (Up to one year).

(a) Female employees who have acquired seniority will be granted a leave of absence for maternity, provided they report the pregnancy to the employer within the first three months and present a certificate from their physician verifying pregnancy.

(b) No employee will be continued on the job beyond her seventh month of pregnancy. Her doctor shall certify regularly her physical and mental ability to continue to perform the job within her classification during such seven-month period.

(c) An employee cannot return to work after a maternity leave in less than six (6) weeks after delivery or miscarriage. The employee must submit a statement from her physician indicating that she is physically able to be employed in her job classification.

(d) The employee must return to work within at least ninety (90) days from the time of delivery or miscarriage. The employee must submit a statement for an extension from her physician and such extension may not be for a period in excess of another thirty (30) days.

Section 6. Leaves granted for personal reasons such as illness in the family, etc. shall not be deducted from employee sick leave. This leave is without pay except as provided for under Section 4 (e) above.

Section 7. An employee who is absent from duty shall report the reason therefor to his supervisor prior to the date of absence when possible and in no case without good cause later than noon on the first day of absence. See Section 4(e) concerning sick leaves. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action.

Section 8. In the event of a death occurring in the "immediate family" of an employee (parent, spouse, brother or sister, children, mother or father-in-law, grandparents, or member of employee's household) the employee shall be granted three (3) days' absence (unless involving Saturdays, Sundays, holidays or vacation periods), for time lost from work covering the period of the occurrence of death and the funeral. No paid leave shall be granted in the event the employee fails to attend the funeral. Employees serving as pallbearer or attending the funeral of a grandchild, stepchild not a member of the household, or of a brother-in-law or sister-in-law, will be allowed one (1) funeral leave day with pay. Funeral leave in excess of three (3) days is without pay except as provided in Section 4(e) above.

Section 9. Jury Duty. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

Section 10. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. (A maximum of two weeks per year).

Section 11. Employees returning from sick leave shall give the employer at least seven (7) days' notice before reporting to work, in the event they have been off on an indefinite sick leave.

#### ARTICLE VIII - RULES AND DISCHARGES

The County has the right to promulgate and uniformly establish and enforce work rules that do not conflict with or modify the provisions of this Agreement. Such rules will be made available to each employee and will be posted on the bulletin board. Any work rule established must be approved by the County Labor Committee and shall be presented to the Union at its annual monthly meeting and at least ten (10) days thereafter must elapse before said rule becomes effective. The County shall enforce the rules on a uniform basis. In the event

the Union believes that a work rule is in conflict with or modifies the provisions of an existing contract or is unjust and unreasonable, then the Union, following the publication and establishment of such rule by the County, may file a grievance under the terms of the grievance procedure commencing at Step 3. In the event they do not file such a grievance following the meeting and publication of such rules within a ten (10) day period, no grievance shall be processed with respect to the same unless the County enforces some sort of disciplinary action with respect to said rule as it concerns an employee.

#### ARTICLE IX - HOURS, OVERTIME AND SCHEDULES

Section 1. In emergencies, or where the press of duties require, the department head may prescribe reasonable periods of overtime work to meet the operational needs of his department. Such overtime shall be reported and justified as required by the Salary and Labor Relations Committee with respect to the department head. In the event the seniority employees decline the overtime, the least senior employee shall be required to perform the work.

Section 2. Employees other than supervisory employees shall be compensated for authorized overtime by time off equal to one and one-half the time worked or by payment by check at time and one-half as determined by the department head. The employee shall be notified prior to working the overtime as to whether he will be paid or be entitled to time off with respect thereto. Such overtime work must be approved by the Labor and Salary Committee. Hours worked in excess of eight (8) hours per shift or forty (40) hours per week shall be compensated at time and one-half. In the event the employees are scheduled on the basis of eighty hours in two weeks, they shall be paid overtime for over eight (8) hours' work in any one day or for over eighty (80) hours worked in any two calendar week periods and for work on the seventh consecutive day as such. Hours worked on holidays as defined in this Agreement shall also be paid at the rate of time and one-half. Employees who are regularly scheduled to work on holidays by reason of a seven or fourteen-day schedule shall be entitled to a bonus day off for which they will receive regular straight time pay. Holidays falling on employee's regular day off shall be compensated for at eight (8) hours' pay. If an employee works on a holiday, he shall be entitled to receive his holiday pay or eight (8) hours plus time and one-half for the hours actually worked on such holiday. Complete records of overtime work shall be maintained by the department head.

- (a) No leave shall be counted as hours worked for the purpose of determining qualifications for daily overtime pay. In the event the employee is required to work on the 6th, or 7th day of overtime, sick leave, or vacation taken in the interim period shall be counted as hours worked.

Section 3. The hours of work for employees subject to this Agreement are eighty (80) hours per pay period covering two calendar work weeks as scheduled by the department head. Employees who work more than such hours during such period and are so authorized in advance shall be compensated on a time and one-half basis.

- (a) The normal work day shall consist of eight (8) hours, subject to re-scheduling under these provisions. Employees will be entitled to one half hour off for lunch with pay within their eight hour shift, if they are working on a consecutive three shift operation



in a 24-hour period. If not, they will be entitled to one hour off for lunch without pay, such period to be scheduled by the Department Head.

The regular workday for the employees of the Jackson County Health Department shall be 8:30 a.m. until 5:00 p.m. or 8:00 a.m. until 4:30 p.m. as determined by the department head and they shall be expected to work a seven and one-half (7-1/2) hour workday with such schedules for lunch hours as may be determined by the department head in accordance with present practice.

- (b) Employees working on consecutive three shift operations throughout an entire twenty-four hour period shall be entitled to thirty (30) minutes off for lunch within their eight-hour shift, such time to be paid.
- (c) Employees commencing their work after twelve (12:00) o'clock noon or before five (5:00) o'clock a.m. in the morning of the same day, shall be deemed to be on the second or third shift and shall be entitled to shift premium payment.

Section 4. The County may establish by departments, starting and quitting times for each department; but there shall not be a change of more than one hour per day from that presently in effect. In the event new shifts are established by the County, they shall confer with the Union Bargaining Committee before such shifts are established.

- (a) Employees shall be entitled to a rest period in the morning and afternoon as scheduled by the department head which shall not be less than ten (10) minutes in duration.

Section 5. Overtime will be assigned to the employee in the department most senior in the classification on a daily and weekend basis. In the event overtime is scheduled for a weekend, notice thereof shall be given not later than the end of the shift on Thursday, otherwise, overtime shall not be required. Weekend or holiday overtime shall be assigned the most senior employee and in the event they do not desire such overtime, the next employee in line of seniority shall work the overtime and the employee most junior in seniority shall, if necessary, be required to work the overtime.

Section 6. Employees late in reporting for work or punching in after the start of the regular worktime will be docked one-tenth of an hour for each six minutes or portions thereof which they are late.

#### ARTICLE X - WAGES AND INSURANCE

Section 1. The employee shall be entitled as of February 28, 72 to be paid wages as set forth in Schedule A attached hereto. Progression to another classification will be based on employee's attained seniority, based on each employee's seniority date.

Section 2. Employee shall be entitled to a shift premium of fifteen (15) cents per hour, in regards to work performed on the second and third shifts.

Section 3. An employee called in ahead of his regular shift or called in following the end of his regular shift shall be entitled to either two (2) hours' reporting pay regardless of the time worked at his regular rate, or one and one-half times his regular rate for the time actually worked, whichever is more.

Section 4. The County agrees to pay the full premium for hospitalization and medical coverage for the employee and his family under Blue Cross-Blue Shield MVF-1 Plan. This coverage shall commence when the regular employee attains seniority status.

Section 5. The County shall pay for group life insurance of five thousand (\$5,000) dollars with an additional Accidental Death and Dismemberment Insurance of five thousand (\$5,000) dollars when the regular employee attains seniority status.

Section 6. The regular payday for all employees covered by this Agreement shall be every other Friday.

#### ARTICLE XI - HOLIDAYS

Section 1. All Employees covered by this Agreement shall be entitled to a holiday and shall be paid at their current rate, based on the regular workday for said holiday for the following days: New Year's Day, Lincoln's Birthday, Washington's Birthday, one-half day on Good Friday afternoon, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, one-half day before Christmas Day, Christmas Day, and their birthday, and any general election day. If a holiday falls on pay day, Employees shall receive their checks prior to the holiday.

Section 2. When any of the holidays listed above falls on a Sunday, the following business day shall be considered a holiday. The County Board of Commissioners may, in addition to the above, proclaim a day, or part of a day, as a holiday in which event all employees will be entitled to equivalent benefits as set forth above.

Section 3. For the purposes of the County Health Department, when a holiday falls on Saturday, unless the immediate needs of the department require the office to be open on Friday, the holiday shall be celebrated on Friday; otherwise, the department head may designate a portion of the work force to take Friday off and the other portion to take Monday off. This shall be designated at least two (2) weeks prior to the holiday. Employees working on a six or seven-day work schedule shall be entitled to holiday pay for the day on which the holiday actually falls (but not both).

Section 4. Employees to be entitled to holiday pay must have seniority and must have been regularly working prior to and following the holiday, or have been laid off in the week or be on paid sick leave. Employees who have accepted holiday work assignments and failed to report for work without just cause shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive time and one-half pay for each hour worked on such holiday in addition to his holiday pay.

Section 5. When a holiday is observed by the County while an employee is on paid leave, the holiday will not be charged against the employee's accumulative sick leave and will be considered as time worked.

Section 6. Regular part-time employees shall be entitled to holiday pay based on the proportionate amount of time they have in the calendar quarter preceding the holiday as compared to a regular full-time employee.

#### ARTICLE XII - VACATIONS

Section 1. All employees covered by this Agreement who were on the seniority list of the County shall on each anniversary of their employment date be entitled to a vacation with pay in accordance with the following plan:

- (a) Employees with one (1) year or more of seniority will be entitled to two (2) weeks' vacation with pay at their regular rate.
- (b) Employees with eight (8) years or more of seniority on their anniversary date shall be allowed three (3) calendar weeks of vacation with pay at their regular rate.
- (c) Employees with twelve (12) years or more of continuous service with the County on their anniversary date shall be allowed four (4) calendar weeks of vacation with pay at their regular rate.
- (d) Employees with sixteen (16) years or more of continuous service with the County on their anniversary date shall be allowed five (5) calendar weeks of vacation with pay at their regular rate.

Section 2. Employees who retire, die or terminate their employment with the County shall be entitled to accrued proportionate vacation leave with pay.

Section 3. Employees who are absent on account of sickness, injury or disability in excess of that allowed under the leave of absence provisions, may at the request of the employee and in the discretion of the department head be allowed to charge the same against their vacation leave allowances.

Section 4. Employees shall request as soon as possible during a calendar year for the scheduling of their vacation leaves and the department head shall attempt to accommodate them with regard to operating requirements and seniority.

Section 5. If a paid holiday occurs during an employee's time off for vacation, he shall have the option of taking one additional day of vacation for each such holiday.

Section 6. Vacation pay shall not be accumulated and in the event an employee fails to request a vacation leave or does not take his vacation when requested during the calendar year, he will take a vacation when directed by the department head or with the consent of the department head and the Labor Committee, be awarded pay in lieu thereof. If he fails to take a vacation when directed, he shall forfeit his vacation pay.

Section 7. Vacations will be assigned by seniority and must be taken within one (1) year after the employee's anniversary date; provided, however, that an employee may notify his department head and carry over one (1) week of vacation to the following year. This shall not be cumulative. If a paid holiday occurs during employee's time off for a vacation, he shall have the option of taking one additional day of vacation for each such holiday. Employees will be entitled to take vacation one day at a time provided they give three (3) days' notice to their supervisor and the department head shall attempt to accommodate them with due regard to his operating requirements and seniority. In the event an employee is on sick leave and has exhausted all of his accumulated sick leave days, additional sick time may be charged against his accrued vacation time while the employee remains on sick leave.

Section 8. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled, and in the event such medical leave continues through the year, he will be awarded payment for vacation in lieu of the same.

Section 9. If a regular payday falls during the employee's vacation, he will receive that check in advance before going on vacation. An employee shall request in writing for his vacation check at least two weeks before leaving if he desires to receive it in advance.

Section 10. Employees will be paid for their vacations at their current rate at the time they take the same.

Section 11. Regular part-time employees will be entitled to proportionate vacations with pay based on the number of hours worked in their anniversary year compared to 2080 hours for regular employees.

#### ARTICLE XIII - GENERAL PROVISIONS

Section 1. In the event any sentence, clause or phrase of this Collective Bargaining Agreement shall be held for any reason to be inoperative or void or invalid, the remainder of the portions of this contract shall not be affected thereby. The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning thereof, but are for reference purposes only.

Section 2. There will be a bulletin board available in each building where employees report, portions of which shall be made available to the Union for their announcements. No postings shall be made on such boards until first approved by the department head, which approval shall not be unreasonably withheld.

Section 3. This Agreement contains all the agreements and understandings of the parties as it relates to the wages, hours and working conditions. The County and the Union voluntarily and unqualifiedly waive the right, and each agree that they shall not be obligated to bargain collectively with respect to any subject matter referred to or not covered in this Agreement.

Section 4. The employees shall use all safety devices as may be specified by the County. The County agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the County in its efforts to have the employees comply with all safety, sanitary and fire regulations.

Section 5. The Labor and Salary Committee of the Jackson County Board of Commissioners will continue to discuss modifications in the pension program with the Bargaining Committee during the coming contract year, but any change, if negotiated, shall not become effective until January 1, 1973. The present pension provisions shall be continued in the meantime. In accordance with the policy adopted by the County, all present employees who are now sixty-five (65) or attain age sixty-five (65) by January 1, 1972, shall retire as of January 1, 1972. All employees thereafter attaining age sixty-five (65), shall retire on the first day of the month following the month in which they attain age sixty-five (65) unless the Pension Board defers their retirement in accordance with the provisions of the Pension Agreement.

Section 6. In the event new jobs are created or the work involved in the present job is substantially modified, the rate assigned to such job shall be negotiated with the Union.

Section 7. Employees, when authorized by the department head, may, when authorized by the County Labor Committee, approve the attendance of employees at meetings vital to the interest of the County without loss of pay.

Section 8. The employer agrees to provide, if it requires of the employee, physical examinations and chest x-rays to pay for the cost of such x-rays and examinations. This does not refer to any certification required under Section 4(g) of Article VII regarding sick leave.

Section 9. The County has provided for the employees a lounge and eating area on the second and fourth floor of the County Building.

Section 10. The County will pay employees required to use their personal vehicles for County business the sum of ten (10¢) cents per mile for such service when request is made therefor in writing. Reimbursements shall be made at the lesser of the distance from home to call or office to call, whichever is less, on the basis of daily trips. With respect to weekend trips, reimbursement will be made on the basis for travel within the County line to the place of call. Mileage checks shall be issued on or before the tenth (10th) day of each month following the submission of the request conditioned upon prior approval of the Board of Commissioners.

Section 11. The provisions of this Agreement shall apply to all employees without discrimination on account of race, color, national origin, creed, sex, age or affiliation with legal organizations.

Section 12. To compensate for non-retroactivity of this contract, regular employees employed on January 1, 1972 will receive one (1) day off with pay between now and December 31, 1972. Employees hired after January 1, 1972 will receive one-half (1/2) day off with pay to be taken before December 31, 1972.

#### ARTICLE XIV - DURATION

This agreement shall become effective on the 1st day of January, 1972 and shall remain in full force and effect until December 31, 1972. It is further agreed the contract shall become open for negotiation ninety (90) days prior to the end of said contract. Either party may terminate on the termination date by giving notice to the other within a fifteen (15) day period immediately following ninety (90) days prior to the end of the contract. In lieu

of a termination notice, the notice may call for an amendment to the contract and if such notice is given, the other party shall have an additional ten (10) days to designate whether it desires to terminate or amend the contract. In the event amendment notices are given, all the provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this contract during the period of negotiations subsequent to the above termination date by giving a thirty (30) day notice of termination. Notices shall be given in writing and shall be sent to the Union addressed to their Chairman of the Bargaining Committee at such place as he shall notify the County. Notice to the County is sufficient if given to the Labor Relations Committee of the Jackson County Board of Commissioners, Jackson County Building, Jackson, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 1972.

CHAPTER OF LOCAL NO. 2098, UNIT A  
AFFILIATED WITH MICHIGAN COUNCIL 55

JACKSON COUNTY:

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MICHIGAN COUNCIL 55,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO

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January 1, 1972

Exhibit A to Collective Bargaining Agreement Between  
Jackson County and all Registered Nurses and Licensed  
Practical Nurses Employed by the County of Jackson

	Starting Pay	After Probation	18 months following seniority date	After 3 years - Employee's Anniversary date
Registered Nurse	3.70	3.80	4.06	4.37
Public Health Nurse 1	3.70	3.80	4.06	4.37
Public Health Nurse 2	4.18	4.28	4.52	4.80
LPN	2.83	2.93	3.12	3.36