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COLLECTIVE BARGAINING AGREEMENT

between

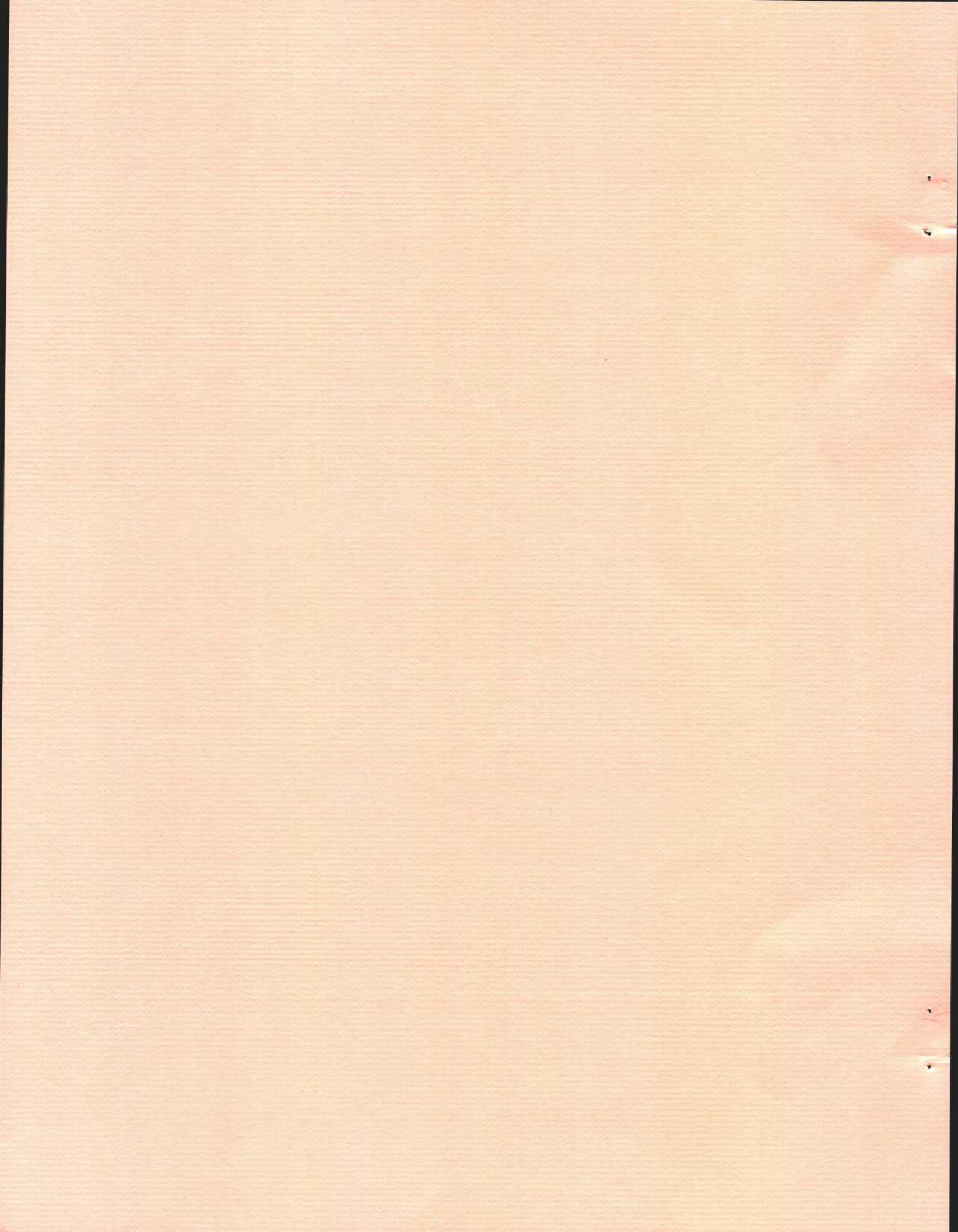
COUNTY OF JACKSON

and

THE MICHIGAN NURSES ASSOCIATION,
AND THE JACKSON COUNTY HEALTH DEPARTMENT
PROFESSIONAL NURSE COUNCIL

Jackson County

January, 1995 through December, 1997



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ARTICLE 1
AGREEMENT

This agreement is entered into this 27th day of June, 1995 by and between Jackson County, hereinafter the "Employer" and the Michigan Nurses Association, hereinafter the "Association," and the Association's affiliate, the Jackson County Health Department Professional Nurse Council, hereinafter the "Staff Council."

ARTICLE 2
PURPOSE

A. 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 Association.

B. The parties recognize that the interests of the community and the job security of the Employees depends upon the County's success in establishing a proper service to the Community. To these ends, the County and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 3
DEFINITIONS

A. Full-Time Registered Nurse. A full-time registered nurse is one whose normal work schedule consists of at least sixty-four (64) hours per bi-weekly pay period.

B. Part-Time Registered Nurse. A part-time registered nurse is one whose normal work schedule consists of at least forty (40) hours per bi-weekly pay period, but less than sixty-four (64) hours per bi-weekly pay period.

C. Temporary Employees.

1. A temporary employee is one who is regularly scheduled to work the same number of hours as full-time or part-time employees and whose total time in any temporary assignment or series of temporary assignments shall not exceed 120 actual working days within 365 calendar days from the original date of appointment to a temporary assignment. Upon expiration of 365 calendar days from initial employment as a temporary, the temporary employee will again qualify for 120 actual working days of temporary employment and a new 365 day calendar period will be triggered upon the date of hire into the next temporary assignment. Similar calculations shall apply to derivation of successive 365 day periods. A temporary employee's employment is established for:

- a. a specific project;
- b. the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or
- c. augmenting the regular workforce of employees to meet the requirements of the County while it is engaged in efforts to fill vacant positions or that may be occasioned by temporary increased workloads or other conditions that may create short-term staffing requirements.

2. In the event that a temporary employee is appointed as a full-time or part-time nurse within two (2) weeks of the date of expiration of the temporary assignment, or series of assignments if the employee works a continuous 120 working days, his/her days worked in that temporary assignment or series of assignments shall count as time worked for purposes of establishing his/her seniority date. This provision shall not be construed to reduce the probationary period the employee shall be required to serve under this agreement, unless the probationary period is waived or otherwise reduced by the Employer.

D. Casual Employee. A casual employee is an employee called to work "as needed" by the Employer.

E. Subcontractor, Contract Nurse or Contractual. A subcontractor, contract nurse or contractual is a person retained under contract to the County outside the scope of this collective bargaining agreement.

F. Employer. The word "Employer" means the County of Jackson.

G. Employee. The word "Employee" means all employees covered by the recognition clause of this agreement.

H. Association. The word "Association" refers to the Michigan Nurses Association.

I. Staff Council. The word "Staff Council" refers to the Jackson County Health Department Professional Nurse Council.

J. Immediate Family. "Immediate Family" means the employee's spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent's-in-law, and any other person for whose financial or physical care the employee is principally responsible.

ARTICLE 4

RECOGNITION

The Employer recognizes the Association and Staff Council as the exclusive representative for the purpose of collective bargaining with the Employer with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and part-time Registered Nurses employed by the County in the Jackson County Health Department, but excluding the Director of Nurses, the Home Health Coordinator, Nursing Supervisors, temporary employees, casual employees, all other employees of the Employer, and the contract nurses.

ARTICLE 5

NON-DISCRIMINATION

The Employer, either in hiring, promoting, advancing, or assigning jobs, or any other terms or conditions of employment, agrees not to unlawfully discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or disability as defined by law, membership in or activity on behalf of the Association, or participation in the Grievance Procedure. The Association and Staff Council agree to admit all nurses to their membership without unlawfully discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or disability as defined by law.

ARTICLE 6

EMPLOYER AND ASSOCIATION RESPONSIBILITY

A. The Employer 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 Employer is vested exclusively in it and the Employer reserves to itself all management and administrative 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 authority of management 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 elimination of departments, to combine or split up departments, to determine starting and quitting times and shift schedules, to establish overtime hours to be worked, to decide on functions to be performed, to establish methods for recording work hours of employees (other than by the use of time clocks), to establish standards of quality, all of which shall be subject to and be in conformity with the application of express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters and rights which belong to and are part of the management of the business of the County. Any powers or authorities of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

B. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No members of the Association 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 Association 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's employees. This restriction shall apply to the Employer and the Association 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 Employer and the Association or between the parties, and lockouts, strikes, or any 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 7

ASSOCIATION AND COUNCIL MEMBERSHIP AND SECURITY

A. General. The nurses covered by this Agreement who are presently members of the Association and Staff Council shall, as a condition of continued employment, remain members of the Association and Staff Council during the term of this Agreement. Except as otherwise provided in this article, all employees who are not presently members of the Association and Staff Council shall, as a condition of continued employment, become and remain members thereof within thirty-one (31) days of ratification of this Agreement.

Employees newly hired, rehired, reinstated or transferred into the bargaining unit 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 in the bargaining unit and, except as otherwise provided in the article, become and remain members of the Association and Staff Council during the life of this Agreement.

Notwithstanding the foregoing, any nurse who does not desire to become a member of the Association or Staff Council shall pay a service fee to the Association and the Staff Council equivalent to the amount of Association dues as a condition of continued employment.

B. Procedures for Enforcing Association Security. An employee who fails to comply with the provisions set forth in Section A. above shall be terminated according to the procedure outlined below.

1. The Association shall first notify the employee by certified letter, addressed to the employee at the address last known to the Association or County concerning his/her delinquency in not tendering dues required under this Agreement, with a copy to the County, and warning that unless such dues are tendered to the Association within thirty (30) days, she/he will be reported to the County in writing for termination of employment.

2. If the employee has not tendered his/her dues within the thirty (30) days specified, the Association shall notify the County and the employee by certified mail of the delinquency with a demand that the County terminate the employee within two (2) weeks after receipt of notice. The employee shall then be terminated unless she/he can produce satisfactory evidence from the Michigan Nurses Association of payment. In the event she/he is rehired, she/he will be considered as a new employee for all purposes.

3. 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 and the Staff Council under any of its plans for dues collection. Employees who have executed such Authorization Form may have it canceled as provided on the Form.

C. Payroll Deduction for Association Dues.

1. Annual Association and Staff Council dues (or service fees) shall be deducted in equal bi-weekly installments (with appropriate adjustments for payment being made by the employee who is on unpaid leave or layoff).

2. The Association and Staff Council 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 or service fees which are to be deducted. The deducted amounts for these dues or service fees shall not be subject to change during the entire calendar year except for one (1) mid-year adjustment, upon the Association and Staff Council providing not less than thirty (30) days written notice to the Employer of such change. Dues or service fees deducted shall be sent to the Association at its offices located at 2310 Jolly Oak Road, Okemos, MI 48864, to the attention of the Membership Department, which shall be responsible for remitting the Staff Council's share to its Treasurer.

3. 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 assessments, or any other deductions not in accordance with this provision.

4. During the life of this Agreement and in accordance with the terms of 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 and Staff Council membership dues or service fees levied in accordance with the Constitution and Bylaws of the Association and Staff Council from the pay of each Employee who executes the following authorized Payroll Deduction Form.

**PAYROLL DEDUCTION FOR ASSOCIATION DUES
AUTHORIZATION FOR PAYROLL DEDUCTION**

By: _____
 Last Name First Name M.I.

I hereby authorize Jackson County to deduct bi-weekly from my earnings a

bi-weekly amount to provide for the regular payment of membership dues or service fees to the Michigan Nurses Association and the Staff Council which the Association and Staff Council certified as due and owing from me as membership dues or service fees established from time to time by the Staff Council and Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to 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 twenty (20) and not less than ten (10) days prior to the expiration or any irrevocable period hereof. Such revocation shall be effected by written notice which shall be sent by certified mail to the Employer and the Michigan Nurses Association within such ten (10) day period.

License No. _____ SS # _____

Signature _____ Date _____

5. A properly executed copy of such Payroll Authorization Form from each employee for whom such dues or service charges are to be deducted hereunder shall be delivered to the Health Department Administrative Office 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, will be returned to the employee by the Employer.

6. Deductions under all properly executed Authorization Forms shall become effective at the time such Forms are tendered to the Payroll Office of the Employer and annual dues or service fees shall be deducted as herein before provided.

7. In cases where a deduction is made that duplicates a payment that an employee has already made to the Association and Staff Council or where a deduction is

not in conformity with the provisions of the Association Constitution or Bylaws, or the Staff Council, refunds to the employee will be made by the Association.

8. Any dispute between the Employer and the Association and the Staff Council 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 a representative of the Association and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.

9. The Employer shall not be liable to the Association and the Staff Council 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.

10. For the purpose of this Agreement, the payroll office means the payroll office of the Employer.

D. Hold Harmless. The Association agrees to indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the Employer's compliance with this Article.

ARTICLE 8

EMPLOYEE REPRESENTATION STRUCTURE

A. Staff Council. The Staff Council is the established and recognized local functioning unit of the Michigan Nurses Association at the Jackson County Health Department. On behalf of employees who are registered nurses within the bargaining unit covered by this Agreement, the responsibility of the Staff Council is the administration of this Agreement in accordance with its proper functions as may be established in this Agreement. One (1) seniority employee shall be designated as the Chairperson of the Staff Council. At the discretion of the Director of Nursing or designee and at the request of the Chairperson, the Director of Nursing may agree to time off during the work day for the Chairperson for Association business. If requested time off cannot be granted, the Director of Nursing may suggest an alternate time.

b. Grievance Committee. Nurses employed by the County and covered by this Agreement shall be represented by a Grievance Committee composed of three (3) nurses and a maximum of three (3) alternates. They will be employees of the County and their selection shall be determined by the nurses. The County shall recognize the Grievance

Committee members and non-employee representatives of the Association in the administration of the provisions of this Agreement, and the processing of grievances. The Staff Council will keep the County informed in writing of the names of members and alternates who are members of this Committee.

Non-employee representatives of the Association may visit the areas of the Health Department where the registered professional nurses they represent are located for the purposes of representing such nurses in accordance with this Agreement provided that such visits occur at reasonable intervals during the working hours and they do not interfere with the service of the County.

The Employer shall recognize the Association and Staff Council's right to contact one another via the telephone at work. The Association/Staff Council agrees not to continue any call where the nurse on duty informs the other party that the press of work overrides the importance of the call.

C. Negotiating Committee. The Staff Council shall be represented in negotiations by a Negotiating Committee composed of three (3) nurses and one (1) alternate. The membership of the Negotiating Committee shall be determined by the Staff Council.

The Employer agrees that Jackson County Health Department Professional Nurse Council members, engaged during their work shift in negotiations or special conferences on behalf of the Association with the Employer, during the term of this Agreement, shall be entitled to reasonable release time as needed without loss of salary.

Contract negotiations meetings between the parties may be held at times during the scheduled working hours of the Association's negotiating members. Up to three (3) members of the bargaining committee will be paid by the Employer for the time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on the regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regularly scheduled hours which otherwise would have been worked by the negotiating committee members.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose. The parties intend that the grievance procedure established in

Section C. of this Article shall serve as a means for peaceful settlement of all grievances that may arise during the term of this Agreement or any extension thereof.

B. Definition of Grievance. A grievance within the meaning of this grievance and arbitration procedure shall consist of any alleged violation of the express terms or conditions of this Agreement that may arise during its term or any extension thereof.

C. Grievance Procedure. Grievances shall be handled in the following manner:

STEP 1.

All grievances must be in writing and submitted to the Director of Nursing and Health Officer within eight (8) working days from the time of the occurrence of the events giving rise to the grievance or within eight (8) working days from the time that the employee involved first knew or could have known of the fact giving rise to the grievance. The grievance shall be signed by the employee and shall describe the nature of the dispute and cite any relevant sections of the contract. After the grievance is submitted, the Director of Nursing or his/her designee shall discuss the grievance with the individual employee and the grievance representative in an effort to settle the matter. The Health Officer may attend this meeting. Within five (5) working days, the Director of Nursing or his/her designee shall give a written answer to the aggrieved employee and the grievance representative.

STEP 2.

If the grievance is not satisfactorily resolved at Step 1 and the employee wishes to appeal it to Step 2, such written appeal of the grievance shall be presented to the Personnel Director within five (5) days after the Nursing Director or his/her designee's Step 1 answer. The grievant and his/her representative of the grievance committee and the non-employee representative of the Michigan Nurses Association shall meet with the Personnel Director and Health Department Employer representatives to discuss the grievance. The Personnel Director shall give a written answer to the aggrieved employee and grievance representative within five (5) days after such meeting.

STEP 3.

If the grievance is not satisfactorily resolved at Step 2, and the employee wishes to appeal it to Step 3, such written appeal of the grievance shall be presented to the County Administrator of the Jackson County Board of Commissioners within five (5) days after the Personnel Director's Step 2 answer.

A meeting shall be held with the grievant, the grievance representative, the non-employee representative, Health Department Employer representatives, the Personnel Director and the County Administrator. The County Administrator shall answer the grievance within five (5) days after such meeting.

STEP 4.

Appeal. Any grievance which is unresolved at Step 3 of the Grievance Procedure may be submitted to arbitration. Arbitration shall be invoked by written notice by the Michigan Nurses Association to the Personnel Director of Jackson County within sixty (60) days of receipt of the County Administrator's Step 3 answer.

D. Time Computation. Saturday, Sunday and holidays recognized under this Agreement shall not be counted under the time procedures established in the grievance procedure.

E. Selection of Arbitrator. After a grievance is properly referred to arbitration, the parties shall attempt within thirty (30) days to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained under the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this panel, the arbitrator shall be selected within ten (10) days by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator and any costs related to the location of the arbitration hearing shall be shared equally by the County and the Association.

F. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this written Agreement and he/she shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the grievance concerns matters not within the jurisdiction of the arbitrator it shall be returned to the parties without decision.

G. Time Lost During Grievance Procedure. When any Step of the Grievance Procedure, including arbitration hearings, occurs during working hours of the aggrieved party and/or members of the Grievance Committee, and his/her presence at this Step is reasonably required, such employee will be allowed time away from work with notification of his/her Supervisor without loss of pay at the employee's straight time hourly rate.

For grievance meetings held outside of scheduled working hours the grievant and members of the grievance committee shall be compensated at their straight time hourly rate of pay.

ARTICLE 10

SENIORITY

A. Definition. Bargaining Unit seniority shall be defined as an employee's continuous length of service since last date of hire in any position or series of positions described in the recognition clause of this Agreement as being included in the Bargaining Unit.

B. Application.

1. Seniority shall be applied as specified in connection with the provisions of the Agreement.

2. Seniority shall begin upon the completion of the probationary period and shall date back to the date of hire. Registered nurses shall serve a probationary period of sixty (60) complete working days, during which time they are "at will" employees.

3. Seniority shall continue to accumulate during periods of absence authorized by and consistent with this Agreement.

4. The Association may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement including the grievance and arbitration provisions hereof, except with respect to discipline resulting from an employee's refusal to perform tasks constituting a serious threat to the employee's health and safety.

5. Employees hired on the same date shall have their seniority determined by lot.

C. Seniority List. By January 15 and July 15 of each year, the County shall provide a seniority list to the Chairperson of the Staff Council. The seniority list shall include the name, job title, date of hire and hourly rate of all seniority employees in the bargaining unit. Names, addresses, dates of hire, hourly rates and job titles of new hires shall be sent to the Chairperson of the Staff Council on a monthly basis. Names and

effective dates of termination and leave of absences shall be sent to the Chairperson of the Staff Council on a monthly basis.

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

1. The employee quits or resigns.
2. The employee is discharged and is not reinstated.
3. The employee retires.
4. The employee has been on layoff for a period of time equal to his/her bargaining unit seniority at the end of his/her layoff or twelve months, whichever is less.
5. The employee is absent from work, including failure to return to work at the expiration of any approved leave of absence, vacation, or layoff for three (3) consecutive working days without notifying the Health Department and making acceptable arrangements for returning to work.

ARTICLE 11

LAYOFF AND RECALL

A. General. A layoff shall be defined as a reduction of personnel or a permanent reduction in hours below those normally worked by an employee. The determination of the necessity for, the extent of and the timing of layoffs shall be the sole and exclusive prerogative of the Employer.

B. Notice of Layoff. The Association and Staff Council and employee(s) to be laid off shall be notified, in writing, at least five (5) working days prior to the layoff becoming effective. Should the Staff Council desire to confer with the Employer regarding the order of layoff, alternatives to personnel cuts, or other matters of mutual interest, the parties shall meet in Special Conference for that purpose within three (3) working days of the notice of layoff, which action shall not serve to postpone the employee(s) layoff except as the Employer, in its sole and exclusive discretion, may otherwise agree.

C. Layoff Provisions. The following provisions shall apply to the layoff of employees under this Agreement.

1. The Employer shall determine the bargaining unit positions in each affected Nursing Unit to be eliminated or reduced and the number of employees to be laid off.

2. To the extent it is reasonable and practical to do so, the Employer shall minimize its utilization of contractuels, temporaries and casual employees in the performance of Bargaining Unit work in the affected Nursing Unit prior to the layoff of employees in the Bargaining Unit assigned to said Nursing Unit. Notwithstanding the above, the Employer shall have the right to continue to utilize contractuels, temporaries and casual employees in the performance of Bargaining Unit work in the following circumstances:

a. The Employer may continue to utilize the services of contractuels or non-bargaining unit employees to conduct home health visits in compliance with Article 34., Work by Subcontractors and Non-Bargaining Unit Employees, with the exception that a Bargaining Unit position that is vacant by reasons of an employee's long-term leave of absence shall first be offered to a qualified laid off employee in the Bargaining Unit before being offered to a contractual or non-Bargaining Unit employee.

b. The Employer may continue to utilize temporaries, contractuels, or casuals to substitute for short-term absences of Bargaining Unit members due to sickness, vacation, personal days, etc.

3. In the layoff of employees in the Bargaining Unit, probationary employees in the affected Nursing Unit shall be laid off prior to the layoff of seniority employees in said Unit, provided the seniority employees meet the stated qualifications of the position. Thereafter, affected seniority employees shall be transferred to other positions for which they meet the stated qualifications, or shall be laid off as follows starting with the least senior Bargaining Unit member.

a. The employee shall be transferred to a vacant position, if any, within his/her assigned Nursing Unit.

b. If there is no vacancy in the assigned Nursing Unit the employee may elect to replace the least senior of any employees with less bargaining unit seniority in his/her assigned Nursing Unit or take the layoff, unless there is a vacancy in the Nursing Unit to which he/she is not presently assigned. If there is a vacancy in the non-assigned Nursing Unit, then the employee must elect either to replace the least senior of any employees with less seniority in the assigned Nursing Unit or transfer to the vacancy in the non-assigned Nursing Unit.

c. If there is no less senior employee in the assigned Nursing Unit the employee shall be transferred to a vacant position, if any, within the Nursing Unit to which he/she is not presently assigned.

d. If there are no vacancies in the non-assigned Nursing Unit, the employee may elect to replace a probationary employee, if any, in the Nursing Unit to which he/she is not presently assigned, or take the lay-off.

e. If there are no probationary employees the employee may elect to replace the least senior of any employees with less Bargaining Unit seniority in the Nursing Unit to which he/she is not presently assigned or take the layoff.

f. If there are no less senior employees pursuant to (e.) above, the employee shall be laid off.

D. Recall Procedures.

1. Employees who are laid off and who have not lost seniority shall be recalled in the inverse order of layoff as Bargaining Unit vacancies occur or Bargaining Unit positions are reinstated, provided they have the stated qualifications of the position. At such time as such vacancies occur or positions are reinstated, employees who were transferred outside their Nursing Unit shall be eligible to transfer back to their former Unit prior to the recall of laid off employees to said Unit.

2. Notice of recall, with a copy to the Association and Staff Council, shall be sent by registered or certified mail to the recalled employee's last known address according to the records of the Employer, and shall allow a minimum of twelve (12) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date shall be considered a quit. Extension of the time limits herein provided may be granted at the discretion of the Employer.

ARTICLE 12

HOURS OF WORK

A. Standard Work Week. The standard work week for all full-time and part-time employees shall be Monday through Friday. The days of work within the standard work week for all employees who work less than eighty (80) hours biweekly shall be as scheduled by the Department Head.

B. Hours. Except as otherwise provided herein, the hours of work for employees regularly assigned to work eighty (80) hours biweekly shall be eight (8) hours per day, commencing at 8:00 a.m. The hours of work for employees that work in the various clinics and/or are regularly assigned to work less than eighty (80) hours biweekly shall be as scheduled by the Department Head. Employees working eight (8) hours in a given day shall receive a one (1) hour unpaid lunch period, except nurses working in the field may elect to take a one-half (½) hour lunch period and conclude their workday at 4:30 p.m. Notwithstanding the above, nursing coverage between 4:30 p.m. to 5:00 p.m. will be provided by one (1) public health nurse as scheduled on a rotating basis by the Department Head. All employees shall be entitled to one fifteen (15) minute rest period before the lunch period, and one fifteen (15) minute rest period after the lunch period as scheduled by the Department Head.

C. Definition of a Day. Twenty-four (24) hour periods beginning with the employee's starting time on each work day.

D. Record of Hours. Employees shall indicate their hours worked on forms provided by the Employer. Employees shall sign the forms and submit them to their supervisor for approval.

E. Tardiness. Employees late in reporting for work will be docked one-tenth (1/10) of an hour for each six (6) minutes or portion thereof they are late.

F. Employees Hired After the Effective Date of Ratification. Notwithstanding any other provisions of this Agreement to the contrary, the standard work week, the hours and days of work of any employee hired after February 12, 1987 shall be as scheduled by the Department Head.

G. Pay Periods. All employees shall be paid on a bi-weekly basis.

H. Weekend Work. Part-time employees shall be paid at time and one-half (1½) for hours worked on a weekend.

I. Weekend or Holiday Work. Refer to attached Letter of Understanding.

ARTICLE 13

OVERTIME

A. Overtime Compensation. Employees shall be compensated at the rate of

time and one-half (1½) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

B. Bargaining Unit Overtime. The determination of when overtime shall be assigned to the Bargaining Unit shall be the exclusive right and responsibility of the Employer, subject to the following conditions:

1. Weekday Overtime. To the extent it is reasonable and desirable to do so, the Department Head will endeavor to assign weekday overtime to previously identified volunteers. If there are no previously identified volunteers, the Department Head shall endeavor to assign overtime to the least senior qualified employee in the Bargaining Unit. Thereafter, the Department Head will endeavor to assign the overtime on a rotating basis to the next least senior qualified employees in the Bargaining Unit.

C. Weekend Overtime in the Public Health Nurse Unit. All Rns will work in their own programs on a rotating schedule as necessary. Weekend and holiday work will be done in their own program first. If still uncovered, then volunteers from other programs, and if there are no volunteers, casuals may be used. If there is no one to work, it will be mandated starting with least seniority qualified nurses in the bargaining unit.

1. The Staff Council shall be given a copy of the initial schedule and any subsequent revisions thereof.

2. The scheduled nurse may defer weekend overtime work to another qualified Bargaining Unit member upon prior approval of the Employer. If the scheduled nurse is not able to obtain an approved substitute, the Employer does not desire to offer the weekend duty to casuals, contractuales or temporaries, the weekend overtime work will be performed by the scheduled nurse.

D. Leave Time Affecting Overtime. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining weekly overtime.

E. Overtime/Probationary Employees. Probationary employees shall not work overtime when there are seniority employees in the Bargaining Unit available for assignment by the Department Head.

F. Notification of Staff Council. The Staff Council shall be notified quarterly of overtime hours worked by all Bargaining Unit Employees.

ARTICLE 14

TRANSFERS, VACANCIES AND PROMOTIONS

A. Whenever the Employer declares a position vacancy, as hereinafter defined, to be available, Registered Nurses shall be permitted to indicate their desire to be considered for such vacancy in the following manner.

1. A position vacancy is defined as a regular bargaining unit position which the Employer desires to fill, resulting from a newly created job or one caused by discharge, quit, retirement, death or permanent transfer of a bargaining unit member or permanent transfer from one unit to another or permanent reassignment within one unit of a bargaining unit member.

2. Vacancies shall be posted on the Staff Council bulletin board for a period of five (5) working days and shall indicate the program involved, the hours of work and qualifications required of the applicants. The five (5) day posting period will be renewed for each sixty (60) calendar day period the vacancy remains unfilled.

3. All interested employees shall become applicants by submitting signed letters of interest for vacancies or promotions to the Director of Nursing within the five (5) day posting period. The Health Department will make every attempt to fill its vacancies within the Bargaining Unit by promotion or transfer from one unit to another unit or reassignment within one unit from the present employee complement of Registered Nurses.

4. In the event that two (2) or more qualified Bargaining Unit employees apply for the vacancy, the applicant with the most Bargaining Unit seniority shall be awarded the vacancy. Notice of the award will be given within ten (10) days following the five (5) day posting period.

5. Nurses who have applied for and are not awarded posted positions will be so notified in writing.

6. Notice of a temporary vacancy shall be posted on the Staff Council bulletin board in memo form to provide employees with the opportunity to express their interest.

B. When changing positions, there shall be a period of thirty(30) working days during which the Registered Nurse will be evaluated with respect to his/her new duties and responsibilities. The Registered Nurse who so requests will be returned to his/her former

position within that period of time. The Health Department may also return the nurse to his/her former position within that period of time.

C. When the Employer determines that the needs of the Health Department require the involuntary permanent or temporary transfer or reassignment among units and/or programs, this shall be done in inverse order of seniority. If circumstances warrant the transfer or reassignment will be made immediately.

D. When hired, a nurse shall be assigned to a unit and program as determined by the Director of Nursing or Nursing Supervisor, based upon the needs of the Health Department and the professional qualifications of the nurse.

E. The Employer agrees to provide training and/or orientation to any nurse who is unfamiliar with his/her assigned duties and responsibilities or is in need of updating required skills.

ARTICLE 15

EVALUATIONS

A. The purpose of evaluation is to assess employee performance. A nurse's performance will be evaluated at least annually and shall be evaluated during the probationary period and within thirty (30) days of the nurse's anniversary date of hire. Normally the evaluation shall be performed by the employee's immediate supervisor. The Employer's evaluation of the nurse's performance shall be in writing, and shall be discussed with the nurse. The nurse and supervisor shall sign the evaluation and a copy shall be given to the nurse at the time of the discussion.

B. Each evaluation shall include the statement:

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document."

C. If the individual nurse requests it, the Director of Nursing shall meet with the nurse and the nurse's supervisor to review the evaluation.

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

ARTICLE 16

RULES OF CONDUCT

Rules of conduct relating to the duties and responsibilities of the employees represented by the Association shall be made available by the Employer to the Staff Council within thirty (30) days of signing this Agreement. Amendments to such rules, or rules of conduct relating only to employees in this Bargaining Unit, shall be submitted by the Employer to the Chairperson of the Staff Council at least fifteen (15) working days prior to the publication to employees unless health reasons necessitate immediate implementation. The Association may challenge the validity or reasonableness of such rules, or amendments thereto, within this fifteen (15) day period. The Association may challenge the application of rules or amendments at any time thereafter according to the provisions of the grievance procedure.

ARTICLE 17

MAINTENANCE OF DISCIPLINE

A. An employee who has acquired seniority status shall only be subject to disciplinary action for just cause. Such discipline shall be corrective rather than punitive and may consist of any of the following: verbal counseling which does not go into the employee's personnel file, verbal warning, written warning, suspension, probation, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it and the nurse's prior work record shall be considered.

B. Seniority employees have the right to Staff Council representation at meetings or conferences which are investigative or disciplinary in nature. The employer shall inform the employee of his/her rights to have a representative present. Where the employee wishes such representation, the conference shall not be held without the employee's representative present.

C. Individual discipline penalties imposed by the Employer involving suspension or discharge shall be reported in writing to an officer of the Staff Council within two (2) working days after imposition of the penalty, provided the Employer agrees to make reasonable efforts to notify an officer of the Staff Council as soon as possible by telephone of the suspension or discharge.

D. A seniority employee's personnel record shall be reviewed after twenty-four (24) months of satisfactory service, and all disciplinary matters appearing therein shall be destroyed; nor shall any prior disciplinary action of more than twenty-four (24) month's duration be adversely used in any subsequent disciplinary action.

E. Employees shall not be disciplined for failure to carry out an assignment when they have reason to believe that they may be in danger or when the patient refuses treatment. It shall be the employee's responsibility to notify their supervisor and document on the patient record, by the end of the next working day, whenever such an event occurs.

ARTICLE 18

PERSONNEL RECORDS

A. An employee shall be entitled to review the contents of his/her personnel file wherever they are located. At the request of the employee, copies of any item(s) contained in the employee's personnel file shall be provided to the employee. One copy of any item(s) the employee has not otherwise received shall be provided at no cost to the employee. Additional copies or copies of any item(s) the employee has otherwise received shall be provided at the prevailing cost of duplication at the time the request is submitted or ten cents (10¢) per copy, whichever is less.

B. With the written consent of the employee, the Association Representative may read the contents of the employee's personnel file and obtain a copy of any notice or reprimand or discipline that has not already been provided to the Association.

ARTICLE 19

HOLIDAYS

A. Employees Entitled to Holiday Pay. To be entitled to holiday pay, employees must have seniority status and must work the last scheduled work day before and the next scheduled work day after the day of the observance of the holiday; provided that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday.

B. Paid Holidays. All eligible employees shall be entitled to the following paid holidays.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

C. Holiday Occurring on Payday. If a paid holiday occurs on payday, employees shall receive their paycheck prior to the holiday.

D. Holiday Occurring on Saturday, Sunday or Regular Day Off.

1. When a paid holiday occurs on a Saturday, the holiday will be observed the preceding Friday or, at the Employer's election, employees shall be provided one additional day of vacation, unless the preceding Friday is also a holiday, in which case the holiday will be observed on the preceding Thursday, or, at the Employer's election, employees shall be provided one additional day of vacation.

2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday.

3. When an employee is required to work on a holiday, the employee shall receive holiday pay plus time and one-half (1½) for the hours actually worked on the holiday.

4. When a holiday occurs on an employee's regular day off the employee shall, at the Employer's discretion, be provided with an alternative day off with pay or be compensated for said day as otherwise provided in this article.

E. Failure to Report for Holiday Work Assignment. Employees who have been assigned holiday work and fail to report for work without just cause shall not receive pay for the holiday.

F. Holiday Occurring While on Paid Leave. Employees on paid leave when a holiday occurs will receive holiday pay and shall not be charged sick leave or annual leave.

G. Holiday Assignments for Public Health Nurses. Holiday assignments are on an alternative year basis.

If an employee originally scheduled for holiday duty terminates employment and a replacement is hired, the new employee, upon completion of his/her probationary period, will assume the holiday duty of his/her predecessor for the duration of the calendar year. If the holiday duty of his/her predecessor occurs prior to the completion of the replacement's probationary period or no replacement is hired, the holiday duty will first be offered to volunteers on the basis of seniority. If no volunteer(s) is/are available, then the day(s) will be allocated to/among the employees with seniority on a rotating basis, commencing with the least senior employee. If an additional employee is hired after the initial holiday scheduling, the most senior employee will be given the option of yielding any number of his/her holiday assignments to the new employee when his/her probation is completed. If the most senior employee retains all or some of his/her holiday dates, or if other additional employees are hired, employees in descending order of seniority may exercise comparable rights in yielding holiday dates to the new employee. This exchange must be completed within two (2) weeks of the new employee's probation completion date. The Employer shall provide the Staff Council with a copy of the initial holiday schedule and any subsequent revisions thereof.

H. Holiday Pay. Employees regularly scheduled to work eighty (80) hours bi-weekly shall receive (8) hours holiday pay at their current pay rate for the holiday. Employees regularly scheduled to work less than eighty (80) hours bi-weekly shall be entitled to proportionate holiday pay based upon the ratio of number of hours they are regularly scheduled to work bi-weekly and eighty (80) hours.

I. Additional Paid Holidays. In the event that the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

ARTICLE 20

VACATION

All Annual Leave provisions remain in effect until implementation of Paid Time Off provisions 10/01/95. Following implementation of Paid Time Off only Section D. And Section N. remain in effect.

A. Employees Entitled to Vacation. To be entitled to vacation, employees must have seniority status.

B. Vacation Entitlement. On the anniversary day of the first year of employment, the employee shall be credited with ten (10) vacation days in recognition of the first year of service. In subsequent years vacation shall accrue as follows:

New Hires: One (1) year system (vacation available after each anniversary date). Employees hired between June, 1991 and July 1992 will be on the one (1) year system.

Effective 01/01/94 available accrual by pay period system will be discontinued and leave time will continue to accrue but will be available on the next anniversary date of remaining employees not referenced in above paragraph.

<u>Years of Service*</u>	<u>Rate of Earning</u>
During the second (2nd) through the sixth (6th) year	One (1) hour of paid vacation per 26 non-overtime paid hours of work (10 days)
During the seventh (7th) through the eleventh (11th) year	One (1) hour of paid vacation per 17.33 non-overtime paid hours of work (15 days)
During the twelfth (12th) through the fifteenth (15th) year	One (1) hour of paid vacation per 13 non-overtime paid hours of work (20 days)
During the sixteenth (16th) and beyond	One (1) hour of paid vacation per 10.4 non-overtime paid hours of work (25 days)

*Years of service shall be computed from the employee's date of hire.

C. Accumulation of Vacation. Vacation must be utilized within one (1) year after the employee's anniversary date, except that a maximum of five (5) vacation days may be carried over to the next year on any anniversary date.

D. Request for Vacations.

1. The employee shall make a written request for vacation leave as soon as possible in the calendar year. Such requests may include days not yet accrued but which will be accrued at the time of the intended leave.

2. The Employer shall respond as soon as possible, but no later than one month after the request is submitted.

3. If two or more employees request the same vacation dates, the first to submit the request shall receive priority.

4. If two or more employees file on the same day for the same vacation dates, the most senior employee shall receive priority.

E. Request for Payment in Lieu of Vacation. Employees may make written request to their Department Head for payment in lieu of taking vacation, which request shall be submitted to the appropriate Board Committees for their review and action. The Personnel and Finance Committee may grant the request or direct the employee to take vacation. If the employee fails to take vacation when so directed, and is unable to carry them over to the next year as provided in Section C. above, he/she shall forfeit the vacation.

F. Authorization. An employee may utilize vacation time only with the prior approval of his/her supervisor.

G. No Advance Credit. Vacation shall not be allowed in advance of being accrued. If an employee has insufficient vacation to cover a period of absence, a payroll deduction for lost time shall be made.

H. Rate of Pay. Employees shall be paid for vacation at their current rate of pay.

I. Vacation Pay. If a regular payday occurs during the employee's scheduled vacation, the employee may receive the paycheck prior to going on vacation by submitting a request to his/her Department Head at least two (2) weeks before the scheduled vacation.

J. Vacation One Day at a Time. Employees may utilize vacation one day at a time, provided they have given their supervisor three (3) days notice and the Department Head determines that the request can be accommodated with regard being given to operating requirements and seniority.

K. Illness During Vacation. If an employee becomes ill and is under the care of a licensed physician during his/her vacation, the vacation shall be rescheduled with the approval of his/her Department Head.

L. Vacation Supplementing Sick Leave. Employees who are absent from work under the contract's sick leave provisions may, after using all accumulated sick leave, use accrued vacation while on sick leave.

M. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for all unused accrued vacation at the employee's current rate of pay.

N. Seniority Windows. Employees may elect to take either a split or complete vacation period. Vacations are subject to departmental personnel complement required to effectively staff a department. On December 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of February through May. On April 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of June through September. On August 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of October through January. The notice will be removed on the 15th of each posting month (December, April and August) and scheduled by the end of the posting month. Employees will be able to take their vacations accordingly subject to the other provisions of this Section. Should two (2) or more employees in the same unit, with similar duties, select the same vacation period, the desire of the employee with the higher seniority shall be given preference. The request of the second employee will be considered based on the circumstances of the department. Vacation requests received at other times other than the normal posting periods will be considered on a first come, first served basis. In all cases, approval of the Department Head is necessary. Vacation requests will be approved or denied by the Department Head within a reasonable time frame, not to exceed 30 days, following the request based on the circumstances of the department. Of necessity, the welfare and convenience of the Employer and the continuation of the services of the Health Department must be foremost consideration in annual leave.

Rns shall be able to take vacation time in single hour increments. To be effective when the Health Department is entering its own payroll and accounts payable.

ARTICLE 21

PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.
2. Rate of Accumulation. Employee shall earn and be credited annually with paid time

off on their anniversary date on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
0-1 Yr. of Service	5.5	
1 to 6 Yrs. of Service	27.5	15
7 to 11 Yrs. of Service	32.5	20
12 to 15 Yrs. of Service	37.5	25
16 or more Yrs. of Service	42.5	30

3. Accumulation of Paid Time Off. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2.
4. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.
5. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one (1) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one-half the employees in a department may utilize paid time off on any given day without prior authorization from the Department Head. In the event the supervisor denies authorization of paid time off, the supervisor shall so inform the employee with as much advance notice as possible prior to the time the paid time off is desired to commence. The supervisor may waive the twenty-four (24) hour notice.
6. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.
7. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.
8. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to proportionate personal leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.

9. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.
10. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
12. Advance Paid Time Off. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Department Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.
14. Crediting of Paid Time Off. Paid time off will be credited beginning in 1995 on the effective date of implementation of the Cafeteria Plan.

ARTICLE 22

COMPENSATION

- A. 1995 Wage Adjustment. 2.5% reduction in retirement contribution retroactive to 01/01/95. Two percent (2%) bonus on base salary that is not added to wage schedule.
- B. 1996 Wage Adjustment. 2.5% increase added to wage schedule.
- C. 1997 Wage Adjustment. 2.5% increase added to wage schedule.
- D. Experience Credit. The Employer may grant a new hire experience credit for purposes of initial placement on the salary schedule. Effective January 1, 1987, said credit shall count as service with the Health Department for purposes of future advancement on the salary schedule.

E. Wage Rate. An employee in the Bargaining Unit will be paid pursuant to the wage for the classification into which he/she is hired, promoted, demoted, or transferred as a result of the bumping during layoffs. In the event that an employee is assigned to temporarily fill in for another employee, the employee filling in shall be paid at his/her current rate of pay.

F. Wage Shortage. If there is a shortage in gross pay of more than ten (10) dollars it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay of ten (10) dollars or less, it shall be corrected in the next paycheck.

G. Wage Overpayments. If there is an overpayment of gross pay it shall be corrected in the next paycheck.

H. Retroactive Wage Payments. Retroactive wage payments shall be made by separate check within thirty (30) days of the date this Agreement is ratified and signed by both parties.

I. Longevity Payment. Full-time and part-time employees shall be paid a longevity payment in a lump sum on the first pay day in December of 1995, December, 1996 and December, 1997.

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
5 to 9 years of service	2%
10 to 14 years of service	3%
15 or more years of service	4%

For the purposes of this section, annual pay means actual hours paid from January 1 through November 30 plus projected hours for December. Necessary adjustments will be made in January. In order to be eligible for longevity pay, the employee must be on the payroll on November 30. The longevity payment shall be determined by the length of service occurring between December 1 and November 30 of each year.

ARTICLE 23

INSURANCE

Sections A, C, D, and F will remain in effect for full-time employees who have attained seniority status until 10/01/95 when employee elections in the Cafeteria Plan are

implemented. The Cafeteria Plan is open only to part- and full-time employees who have attained seniority status. Part-time employees are responsible for the full cost of benefits elected under the Cafeteria Plan. (Cafeteria Plan Options for full- and part-time are reflected in Attachment A.)

A. Hospital and Medical Insurance Coverage for Employees. Effective upon ratification of this Agreement, the Employer agrees to pay the full premium for hospitalization and medical coverage for full-time employees and their families under Blue Cross/Blue Shield MVF-1 Plan, with Master Medical Option II, Second Medical Opinion, Pre-Determination and \$3.00 Co-Pay Prescription Drug Rider. The coverage shall commence when the employee attains seniority status. The Employer may change carriers after consulting with the Association provided that the coverage under the new carrier's policy will be equivalent to, or better than, the above named Blue Cross/Blue Shield Plans.

Effective 01/01/94, employees hired after 01/01/93 will pay the following amounts by payroll deduction each pay period for health and medical coverage.

One person coverage -	\$ 11.65
Two person coverage -	24.20
Family Coverage -	26.40

B. Hospital and Medical Insurance Coverage for Retirees. Hospital and medical coverage provided by the Employer shall continue when a full-time employee retires.

C. Alternative Health Care Programs. The Employer may make available to full-time seniority employees and employees retiring on or after January 1, 1987, alternative health care HMO and PPO programs under such terms and conditions as it may deem appropriate. The employee's or retiree's participation in such programs shall be voluntary.

D. Life Insurance Coverage for Employees. The Employer agrees to pay the full premium cost of group term life insurance coverage in the amount of \$25,000 and accidental death and dismemberment insurance in the amount of \$25,000 for full-time employees who have attained seniority status.

E. Life Insurance Coverage for Retirees. The Employer agrees to pay the full premium cost of group term life insurance for \$12,500 when a full-time employee retires from County employment.

F. Other Insurance. Effective upon ratification of this Agreement, the Employer shall reimburse each full-time employee, who has attained seniority status, up to \$400 annually for dental and/or optical expenses incurred by the employee, current spouse, and

dependent children of the employee living with the employee through December 31st of the year in which their nineteenth (19th) birthday occurs.

A request for reimbursement must be made within ninety (90) days after the service is rendered and must be accompanied by a billing statement indicating services and date performed. All unexpended annual credit from the prior year will be carried over.

G. Deferred Compensation in Lieu of Health Insurance. Payment will be changed upon effective date of contract from \$70 to \$100 per pay period.

H. 32 Hour Employees. Employees with seniority status who are regularly scheduled to work thirty-two (32) hours per week are provided with full medical, life and other insurance benefits as above provided.

ARTICLE 24

RETIREMENT

Employees of the Bargaining Unit shall be covered by the Jackson County Employees' Retirement Plan. This plan shall provide annual retirement benefits of two percent (2%) of the employee's final average compensation times total years of credited service. The County financed portion of the retirement allowance shall not exceed 75% of the final average compensation. Effective January 1, 1995, employee contributions to the plan shall be two and one half percent (2.5%) of the employee's total earnings. Employees may take normal retirement at age sixty (60), with eight (8) years of credited service.

Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be allowed as follows. The last day worked must be within the window periods as provided.

1995 - October, November, December

1996 and 1997 - April, May, June, and October, November, December

ARTICLE 25

SICK LEAVE

The following provisions are in effect through October 1, 1995. From October 1, 1995 forward the provisions, with the exception of 2. Sick Leave Accumulation remain in effect for employee's banked sick leave.

A. Paid Sick Leave.

1. Employees Entitled to Sick Leave. To be entitled to paid sick leave, employees must have seniority status.

2. Sick Leave Accumulation. Employees earn one (1) hour of sick leave for each completed 21.66 non-overtime hours of service. Cap of 960 hours of accumulated sick leave for payout purposes only. Accumulation is unlimited for utilization purposes.

3. Notification. An employee who is absent from duty shall report the reason to his/her supervisor prior to the time of absence when possible. Failure to do so within a reasonable time may be cause for denial of sick leave. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

4. Utilization. Sick leave shall be used by an employee for any of the following reasons.

a. In the event of illness, injury, temporary disability, or exposure to contagious disease endangering others.

b. Absence for up to three (3) days for illness, injury or temporary disability in the immediate family which necessitates absence from work, except as may otherwise be approved at the discretion of the Employer.

c. Absence due to severe weather conditions unless the County Tower Building is closed.

d. Absence due to injury or illness covered by Workers' Compensation shall not be charged against an employee's sick leave days except, while drawing Workers' Compensation, an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her Workers' Compensation payment, will not exceed his/her regular take home pay at the time of injury or illness.

e. Extension of bereavement leave, pursuant to Article 26., paragraph D.

f. Appointments with a doctor, dentist or other recognized medical or mental health practitioner.

g. Absence due to funeral or memorial services of other persons referenced in Article 26., paragraph C. 3.

h. Following 10/01/95, banked sick leave may be used to

supplement short term and/or long term disability up to the amount of the employee's regular take home pay at the time of going on disability.

5. No Advance Credit. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient personal, sick and vacation leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

6. Sick Leave in Excess of Three Days. If an employee is absent on sick leave for more than three (3) consecutive days, the Employer may require a written statement by a physician certifying the employee's or his/her immediate family condition. The physician's certification shall be at the employee's expense.

7. Payment Upon Separation from Service. Upon separation from service the employee will be paid fifty percent (50%) of maximum of 960 hours at the current rate of pay at the time of separation.

B. Unpaid Sick Leave. An employee shall be entitled to an unpaid sick leave of up to six (6) months during the period the employee is disabled from performing his/her duties by reason of proven illness or injury. Such leave period shall start upon the exhaustion of the employee's accumulated sick leave or, at the election of the employee, at the end of any subsequent paid personal leave or vacation leave taken by the employee in connection with the illness or injury. All notifications for unpaid sick leaves shall be presented in writing and shall be accompanied by a licensed medical or mental health practitioner's statement certifying the employee's disability. Within fourteen (14) days after receipt by the Health Department of written notification of recovery an employee on unpaid sick leave shall be entitled to reinstatement in line with his/her seniority in the same status (full-time or part-time) as when he/she commenced such leave. Such notification shall be accompanied by a medical or mental health practitioner's certification attesting to such employee's ability to perform his/her normal job functions. Certifications as required herein shall be at the employee's expense.

C. Supplemental Physical and/or Mental Examinations Required by the Employer. To evaluate an employee's illness, injury, temporary disability or exposure to contagious disease endangering others, and/or recovery thereafter, the Employer may also require the employee to submit to physical and/or mental examinations by licensed medical or mental health practitioners to be selected by the employee from an approved list of at least three (3) practitioners submitted by the Employer. The cost of such supplemental examinations required by the Employer shall be borne by the Employer.

On 10/01/95 employees who do not have eight (8) days of sick time accumulated will be credited on a one time only basis in 1995 with the appropriate number

of days to bring the accumulation up to eight (8) days effective 09/01/95.

ARTICLE 26

PERSONAL LEAVE

All Personal Leave provisions remain in effect until implementation of Paid Time Off provisions 10/01/95. Following implementation of Paid Time Off Section B. Unpaid Personal Leaves of Absence remains in effect.

A. Paid Personal Leaves of Absence.

1. Employees Entitled to Personal Leave. To be entitled to paid personal leave, employees must have seniority status.

2. Personal Leave Entitlements. Employees shall be granted five and one-half (5½) days of personal leave after they have served their probationary period and upon each respective anniversary date. Personal leave shall not accumulate from year to year.

3. Personal Leave Utilization. Personal leave shall be used in integrals of not less than one (1) hour.

4. Purpose of Personal Leave. Personal leave shall be allowed for voting, religious observance and other personal business.

5. Authorization. An employee shall notify his/her supervisor at least twenty-four (24) hours prior to utilizing personal leave. In the event the supervisor denies authorization for such leave, the supervisor shall so inform the employee with as much advance notice as possible prior to the time the personal leave is desired to commence. The supervisor may waive the twenty-four (24) hour notice requirement in case of emergency.

6. Rate of Pay. Employees will be paid for personal leave at their current rate of pay at the time they take personal leave.

7. Compensation of Employees Who Work Less than Eighty (80) Hours Bi-Weekly. Employees who are regularly scheduled to work less than eighty (80) hours bi-weekly shall be entitled to proportionate personal leave pay based upon the ratio of the number of hours they are regularly scheduled to work bi-weekly and eighty (80) hours.

B. Unpaid Personal Leaves of Absence.

1. Authorization and Reinstatement. Personal leaves of absence, without pay, may be granted upon written application by a nurse to the County Health Department and upon approval of the County Administrator. Benefits accrued prior to leaves of such nature will be retained. When a personal leave of absence under this Section is granted for a specific period of time not exceeding sixty (60) working days, the nurse shall be entitled, at the termination of such leave and return to work, to be reinstated at the same level and type of position held at the commencement of such leave. If the leave extends beyond sixty (60) working days, the employee shall be entitled to return to work if a vacancy is available for which he/she is qualified.

2. Duration. A leave of absence without pay shall not normally exceed one (1) year, but may be approved for longer periods, at the discretion of the Employer in appropriate cases (e.g., educational leaves).

3. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count toward eligibility for vacation leave, longevity, wage progression, and accrual of time for purposes of layoff and recall.

4. Health and Life Insurance. Employees with at least one (1) year seniority who are on a leave of absence for illness without pay shall have their health and life insurance paid by the Employer for three (3) months. After the expiration of the above three (3) month period, the employee may continue health and life insurance coverage by making the necessary payments. Employees on a leave of absence without pay for reasons other than illness may continue group health and life insurance benefits by making the necessary payments.

5. Accrual of Benefits. Except as above provided, no vacation leave, sick leave, personal leave or holiday pay shall accrue while on leave of absence without pay.

6. Notice of Return to Work. Employees returning to work from leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

7. Gainful Employment. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

ARTICLE 27

BEREAVEMENT LEAVE

A. Employees Entitled to Paid Bereavement Leave. To be entitled to paid bereavement leave employees must have seniority status.

B. Notification of Employer. An employee shall inform his/her supervisor of the circumstances warranting a bereavement leave as soon as possible. Failure to do so within a reasonable time may be cause for denial of bereavement leave with pay for the period of the absence.

C. Utilization.

1. Death in Immediate Family. In the event of a death in the immediate family (as defined in Article 3, Definitions, J. Immediate Family) of an employee, the employee shall be granted up to three (3) days bereavement leave. The leave shall not exceed more than one day beyond the day of the funeral, except as may otherwise be approved at the discretion of the Employer.

2. Death of Brother-in-law, Sister-in-law, or When Serving as Pall-Bearer. In the event of the death of an employee's brother-in-law or sister-in-law, or when the employee serves as a pall-bearer, the employee shall be granted a one (1) day bereavement leave.

3. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) sick day to attend the funeral or memorial service and related functions.

D. Extension of Bereavement Leave. In the event of a death in the immediate family, the employee may utilize sick leave to extend the bereavement leave period upon notification of and authorization by the Employer.

E. Bereavement Leave/Part-Time Employees. Employees who are regularly scheduled to work less than eighty (80) hours bi-weekly shall be entitled to proportionate bereavement leave pay based upon the ratio of hours they are regularly scheduled to work bi-weekly and eighty (80) hours.

ARTICLE 28

MILITARY LEAVE

The County and the Association agree that employees called into the military service shall be entitled to all the benefits accorded to them by applicable laws.

ARTICLE 29

JURY DUTY AND COURT LEAVE

A. Jury Duty.

1. Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.

2. Time Off with Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.

3. Use of Leave. An employee may utilize earned vacation or personal leave during the period he/she serves on jury duty and retain the jury pay received.

B. Witness in Court. An employee subpoenaed to appear in court as a witness in a matter that is not adverse to the Employer shall be covered by the same provision that applies to jury duty.

C. Other Court Appearances. An employee appearing in court as plaintiff or defendants, or if the employee serves to profit from civil litigation, shall cover his/her absence with accumulated vacation or personal leave or time off without pay.

ARTICLE 30

SPECIAL CONFERENCES

A. In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible participation, Special Conferences will be held at the request of either party hereto to exchange ideas and information on special situations or relating to the administration and implementation of this Agreement. Such meetings shall not be used for the purpose of considering grievances or, except with prior consent of both parties, for discussion amendments to this Agreement, or for matters which may be considered at meetings of the Nursing Practice Committee.

B. Such meetings shall be held between up to three (3) representatives of the Staff Council (including the Chairperson of the Staff Council), non-employee representatives of the Association at its option and representatives of the Employer. Employees shall be excused for such a meeting.

C. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Items on the agenda shall be discussed. A Special Conference shall be scheduled within ten (10) days after the request is made to be held at a future date mutually agreed upon. This time may be extended if mutually agreed upon by both parties.

D. Staff Council representatives, if scheduled to work at the time of the Special Conference, shall continue to be paid their regular rate for the time spent in such Special Conference.

ARTICLE 31

EMPLOYEES SERVING ON THE EMPLOYER'S COMMITTEES

When task force, study groups or committee vacancies are to be filled or when new committees, which include R. N. Staff, are to be created, the Health Officer or the Director of Nursing shall inform the Staff Council Chairperson of the vacancies and the general purpose and objectives of such committees. The Chairperson shall nominate at least two (2) employees who have consented to serve for each assignment and the Employer shall be able to choose one (1) employee from the two (2) employees. The Council agrees that the nominees shall be appropriate to the committees.

ARTICLE 32

ROLE OF THE NURSE

A. Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s) who use the agency/facility. To this end, both parties further agree to recognize the responsibilities of the Registered Nurse and the Employer within the scope of the Michigan Public Health Code, Act #368, 1978 (Nursing Practice Act of Michigan, Section 17201), the Code for Nurses and the Standards of Nursing Practice as adopted by the American Nurses Association, Condition of Participation, agency standardized Care Plans, policies and

standing orders and other appropriate legal requirements.

B. Both parties agree that the Registered Nurse as provided in the Michigan Nursing Practice Act, must and shall have authority commensurate with his/her responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility for assessment, planning, implementing, evaluating nursing care including patient teaching and coordination of services. The Employer has the responsibility to assist the R.N. in fulfilling these requirements.

C. Both parties agree that in order to permit the Registered Nurse to perform the activities associated with his/her responsibility for nursing care, Registered Nurses will normally only assume those functions identified as the practice of nursing.

D. With the emergence of new knowledge, technologies and continuing social change, a joint effort between agency management and staff council is needed to assist Registered Nurses to improve their practice and exercise leadership in promoting change which upgrades health care.

E. It is the responsibility of each Registered Nurse to maintain and upgrade his/her knowledge and skill affecting the quality of nursing care.

F. It is the Employer's responsibility to establish programs and/or provide resources and appropriate opportunities within and outside the agency/facility for orientation and staff development; and to support, encourage and equalize opportunity to seek continuing professional development within the employee's job responsibilities.

ARTICLE 33

NURSING UNITS AND PROGRAMS

- A. The Jackson County Health Department shall recognize the following nursing units:
1. Public Health Nursing Unit.
 2. Clinic Nursing Unit.
- B. The Public Health Nursing Unit consists of (a) the Generalized Nursing

Program (preventative nursing care) and (b) Home Health Nursing Program (reimbursed skilled home nursing care).

C. The Clinic Nursing Unit (which provides patient clinical services) includes all clinic programs within the Health Department.

ARTICLE 34

WORK BY SUBCONTRACTORS AND NON-BARGAINING UNIT EMPLOYEES

A. It is recognized and agreed by the Association and the Employer that subcontractors and non-bargaining unit employees of the County may also perform nursing functions (i.e., bargaining unit work) and that this Agreement does not restrict the use of subcontractors or non-bargaining unit employees in the performance of said work, except that the Employer agrees, subject to those provisions hereinafter provided, that it will not use subcontractors or non-bargaining unit employees to conduct more than thirty-seven percent (37%) of the total number of home health visits conducted by the Health Department within any calendar year.

B. The Association and Employer agree that home health visits involving the performance of specialty services not regularly performed by bargaining unit members (e.g., I.V. Therapy, Physical Therapy, Speech Therapy, Occupational Therapy, Medical Social Work, etc.) shall not be included in calculating the total number of home health visits performed by contractuales or non-bargaining unit employees to which the thirty-seven percent (37%) cap applies. Further, the parties agree that the Employer may exceed the thirty-seven (37%) cap to cover the following:

1. A bargaining unit position vacancy in the Home Health Program for which it is seeking a replacement; and

2. Those situations where a temporary, contractual, or other non-bargaining unit employees are used to replace a bargaining unit employee who is on a paid or unpaid leave of absence.

C. When current data on total home health visits performed by public health nurses, contractuales and non-bargaining unit employees is available to the Employer through regular computerized monthly reports, a copy of said report shall thereafter be made available to the Association on a quarterly basis. If the Employer's utilization of contractuales and non-bargaining unit employees exceeds the standards hereinabove provided the parties shall meet in special conference on a semi-annual basis to examine the problem and identify appropriate actions.

ARTICLE 35

PROFESSIONAL NURSING PRACTICE COMMITTEE

A. A Committee consisting of not more than three (3) employee members of Staff Council, who shall serve at no loss of pay when scheduled to work, shall be established for the purpose of discussing with the Director of Nursing and his/her designated nursing staff representative (not to exceed three (3) in number) matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time at the request of either of the parties.

1. Meetings may be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meetings, a special meeting may be scheduled by mutual consent.

2. A written agenda shall be submitted by the Committee at least seven (7) days prior to a scheduled meeting to the Director of Nursing, who may add items to the agenda provided that the Staff Council Chairperson is advised not less than three (3) days prior to the meetings. The items on the agenda shall be discussed.

3. Summaries of the meetings shall be mutually kept and shall be posted in all offices where the employees of this bargaining unit work.

4. Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meeting nor shall discussions for altering the terms of this Agreement be held at such meetings.

ARTICLE 36

PROFESSIONAL MEETINGS

A. Nurses may, at the discretion of the Employer, be given time off, with or without pay, to attend meetings of professional associations or institutions that are designated to increase their professional competency as nurses in the County Health Department.

B. Should continuing education units be mandated by state law, the Employer will, where it can be reasonably accommodated, without undue increased cost to the

County or reduced services to the patients, as determined by the County, grant time off to nurses, with or without loss of pay, to obtain the necessary CEU credits at approved programs.

C. The Employer shall not be required to, but may at its discretion, reimburse an employee for any part of the enrollment fees and out-of-pocket expenses incurred in attendance at approved professional meetings of associations or institutions.

D. Nurses shall not be required to exhaust personal or vacation days in order to attend a professional meeting.

E. One nurse will be allowed to attend the Michigan Nurses Association Convention each year at no loss of pay.

ARTICLE 37

PRODUCTIVITY

A. The evaluation of an employee's efficiency shall be based on both qualitative and quantitative factors.

B. Four (4) hours of paperwork per month will be counted toward productivity level for nurses. At the determination of the Supervisor, more time on paperwork will be counted toward productivity level of nurses.

ARTICLE 38

POSITIONS AND CLASSIFICATIONS

A. The Employer shall have the right to establish and/or modify the duties, responsibilities, qualifications and requirements for all bargaining unit positions.

B. A job description shall state the duties, responsibilities and minimum qualifications for the position. A nurse is "qualified" for a given position if he/she possesses the minimum qualifications as stated in the job description. The job descriptions in effect at the time of ratification of this agreement are appended hereto at Appendix B.

C. All members of the Bargaining Unit shall have input into their respective job descriptions and any subsequent revisions thereof.

D. The parties hereby recognize the classifications of Public Health Nurse I, Public Health Nurse II and Nurse Practitioner. In the event the Employer creates a new job in the bargaining unit which is not covered by any existing classification or substantially

modifies an existing classification, the Employer shall notify the Association in writing and, if requested by the Association within ten (10) working days of receipt of said notification, shall meet with representatives of the Staff Council and the Association to negotiate the new or revised classification's rate of pay. Until an agreement is reached between the Employer and the Association, the rate of pay assigned by the Employer shall apply to the new or revised classification.

E. In the event the Employer creates a new bargaining unit position or substantially modifies an existing position, the Employer shall notify the Association in writing and, if requested by the Association within ten (10) working days of receipt of said notification, shall meet with representatives of the Staff Council and Association to negotiate the classification of said position. Until an agreement is reached between the Employer and the Association, the classification assigned by the Employer shall apply to the new or revised position.

ARTICLE 39

RESIDENCY

A. Except as hereinafter provided, all persons hired by the Employer shall become residents of the County of Jackson within six (6) months from their first day of employment, and shall thereafter maintain such residency as a condition of continued employment by the Employer.

B. If a position vacancy cannot be filled after good faith efforts by reason of the above requirements, the Health Officer of the Jackson County Health Department shall so notify the Employer's Personnel and Finance Committee. The Personnel and Finance Committee will review the situation and take such action as it may deem appropriate in the circumstances.

C. In the event an employee moves outside the County and wishes a waiver of the residency policy, the employee may submit a written request for the waiver to the Health Officer who will forward it to the Personnel and Finance Committee for review and consideration.

D. The Employer may waive the above residency requirements at its discretion, which action shall not be subject to review through the grievance and arbitration provisions of the Agreement.

E. This provision shall become null and void if the Employer shall adopt a general policy on non-residency.

ARTICLE 40

TUITION REIMBURSEMENT and CONTINUING EDUCATION

A. If a nurse decides to enroll in a course of study in a health care related education course, he/she may submit a written request for financial assistance from the County to the Director of Nursing. This request should include the following: course title, location, time, number of credits, cost per credit hour, and emergency telephone number while in school. The Director of Nursing shall submit the request and his/her recommendations to the Health Officer. The amount of education assistance, if any, will be determined by the Health Officer.

B. If education assistance is approved, upon successful completion of the course the employee must present a copy of his/her grade or certificate to receive tuition reimbursement. This request for tuition reimbursement must be submitted to the Personnel Office within thirty (30) days after completion of the course. For educational assistance purposes, successful completion is defined as the equivalent of grade "C" or better in undergraduate work and "B" or better in graduate work.

C. Tuition for required work related seminars or other training programs shall be at the expense of the County.

D. Members of the Bargaining Unit will have \$200 designated per nurse per year for tuition and continuing education reimbursement effective 1995. The designated \$200 per nurse may also be used to purchase educational materials, audio tapes used for continuing education or to purchase books subject to the approval provisions of this article.

ARTICLE 41

BUSINESS TRAVEL

A. The County shall pay reasonable and necessary travel and subsistence expenses incurred by employees incident to their attendance at work related conferences, seminars, training programs, etc., which the County requires employees to attend. The County shall also pay mileage to employees required to use their personal vehicles in the performance of County business. Mileage reimbursement amount shall be as designated by the Board of Commissioners.

B. The amount of travel, subsistence and mileage subject to payment by the County, the documentation required in support thereof, and the procedure to be utilized in

obtaining advance approval of the County for incurring same, shall be in accordance with the County's travel and reimbursement policies in effect for non-bargained for staff as of the date the employee incurs the expense.

C. In the event of a car accident or mechanical breakdown while on working time, the nurse involved shall be granted a reasonable time off as determined by the County. Transportation will be provided by the County to transport the nurses from the site if necessary.

ARTICLE 42

LOUNGE, PARKING, PHYSICAL EXAMINATION and SAFETY

A. Lounge. The Employer shall provide an employee lounge and eating area.

B. Parking. The Employer agrees to provide free parking for employees, when available, in parking lots owned and operated by Jackson County.

C. Physical Examinations. The Employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave in excess of three (3) days which shall be the employee's responsibility.

D. Safety. The County will purchase up to four (4) portable cellular telephones to be used on an as needed basis per the request by the field nurse or the nurse in an off site clinic to their supervisor.

ARTICLE 43

NOTICE OF RESIGNATION OR RETIREMENT

Employees wishing to resign from the employment of the County shall give two (2) weeks notice of their intent to resign to the Employer. Employees wishing to retire from employment with the County shall, when possible, give ninety (90) calendar days written notice of the intent to retire to the Health Department and to the County Personnel Department.

ARTICLE 44

BULLETIN BOARD

The Jackson County Health Department shall provide a bulletin board at a mutually agreeable location for the Staff Council.

ARTICLE 45

AMERICANS WITH DISABILITIES ACT

The parties recognize and follow the provisions of the Ammericans with Disabilities Act and the relevant Michigan law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee and is not subject to the grievance procedure.

ARTICLE 46

FAMILY AND MEDICAL LEAVE ACT

The parties agree to adhere to the provisions of the Family and Medical Leave Act.

ARTICLE 47

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter of collective bargaining. This Agreement constitutes the sole and entire Agreement between the parties with respect to rates of pay, wages, hours of work and other conditions of employment which shall prevail during the term of this Agreement. The Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the contract.

This contract is subject to amendment, alteration or additions only by written agreement between and executed by the Association and the Employer. The waiver of any breach, term or condition or the Agreement by either party shall not constitute a precedent in the future enforcement of its terms or conditions.

ARTICLE 48

CONFORMANCE TO LAW

The parties recognize this Agreement is subject to the constitutions and laws of the United States and the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, they shall be deemed modified or invalid only to the extent necessary so that they will comply with the applicable provisions of any such law. All other provisions shall continue in full force and effect.

ARTICLE 49

PROFESSIONAL LIABILITY

The Employer agrees to indemnify an Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by and Employee in connection with the defense of any civil action alleging professional malpractice by the Employee while the Employee was acting within the course and scope of her employment, provided the Employee acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interests of the Employer, except the foregoing shall not apply to the following:

1. Any action in which the Employee is determined to have been guilty of intentional misconduct or gross negligence.
2. Any action in which the Employee shall have failed to notify the Employer of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall not have been prejudiced by reason of the failure to give notice or to cooperate.
3. Any expenses or amounts paid in settlement to the extent covered by professional liability or other insurance carried by the Employer, the Employee or any third party.

An employee shall promptly notify the Employer of any claims which Employee believes are subject to this indemnification provision. Employer shall have the right to compromise or defend any such claim at its own expense and by its counsel.

LETTER OF UNDERSTANDING

between

JACKSON COUNTY

and

MNA/JCHDPNC

Re: Weekend or Holiday Work

When the nurse has serious doubt regarding what action to take in an emergency or unexpected situation with a patient or the nurse is ill or has a personal emergency, the nurse should first try to call his/her immediate supervisor. In the event the immediate supervisor is not available, the nurse should then try to contact the Home Health Coordinator. If the nurse is still unsuccessful, he/she should then call one of the other Supervisors or the Nursing Director.

When the nurse is unable to fulfill his/her weekend obligation, and cannot get hold of any supervisory personnel, the nurse shall determine what patients must be seen, then telephone the on-call nurse and request that they make only those required visits for him/her. If the nurse cannot contact the patients that will not be seen, the nurse may ask the on-call nurse to do so. The nurse must let the supervisor know what action was taken at 8:00 a.m. on the next working day.

In the case of patient emergencies, it is most expedient to telephone the patient's physician or 911.

In relation to weekend work, it is assumed that the nurse will use the same professional nursing judgment in the care of patients that the nurse does during the week. Only in the case of wanton or willful negligence which endangers the health and safety of the patient or puts the Health Department in danger of legal action would any disciplinary action be considered.

IN WITNESS WHEREOF, the parties agree this Agreement is executed on the 25th day of November, 1992.

MICHIGAN NURSES ASSOCIATION,
JACKSON COUNTY HEALTH DEPARTMENT
PROFESSIONAL NURSE COUNCIL:

COUNTY OF JACKSON:

Marcia J. Meyer

Dennis L. Paulson

Margaret A. Jaz

John R. Hoop

Burt J. Kline

Andie L. K... ..

Vernon J. Webster

[Signature]

RATE SCHEDULE

PUBLIC HEALTH NURSE I

	<u>Start</u>	<u>6-Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
01/01/95	13.23	13.49	13.68	14.13	14.60	15.32
01/01/96	13.56	13.83	14.02	14.48	14.97	15.70
01/01/97	13.90	14.17	14.37	14.85	15.34	16.10

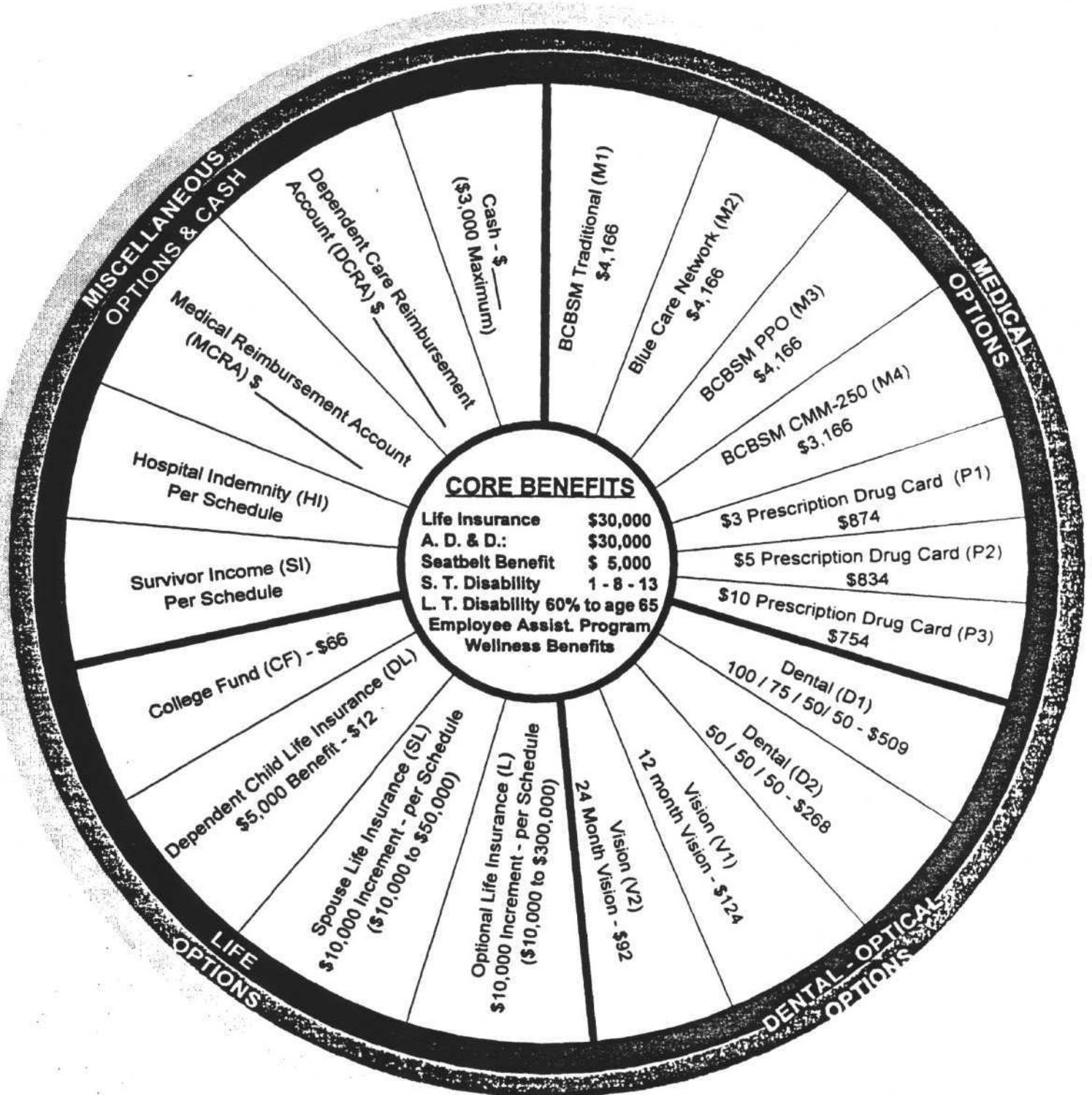
PUBLIC HEALTH NURSE II/ NURSE PRACTITIONER

	<u>Start</u>	<u>6- Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
01/01/95	14.65	14.88	15.11	15.57	16.06	16.83
01/01/96	15.02	15.25	15.49	15.96	16.46	17.25
01/01/97	15.39	15.63	15.87	16.36	16.87	17.68

County Of Jackson

IBP DOLLARS ALLOWABLE - \$5,440

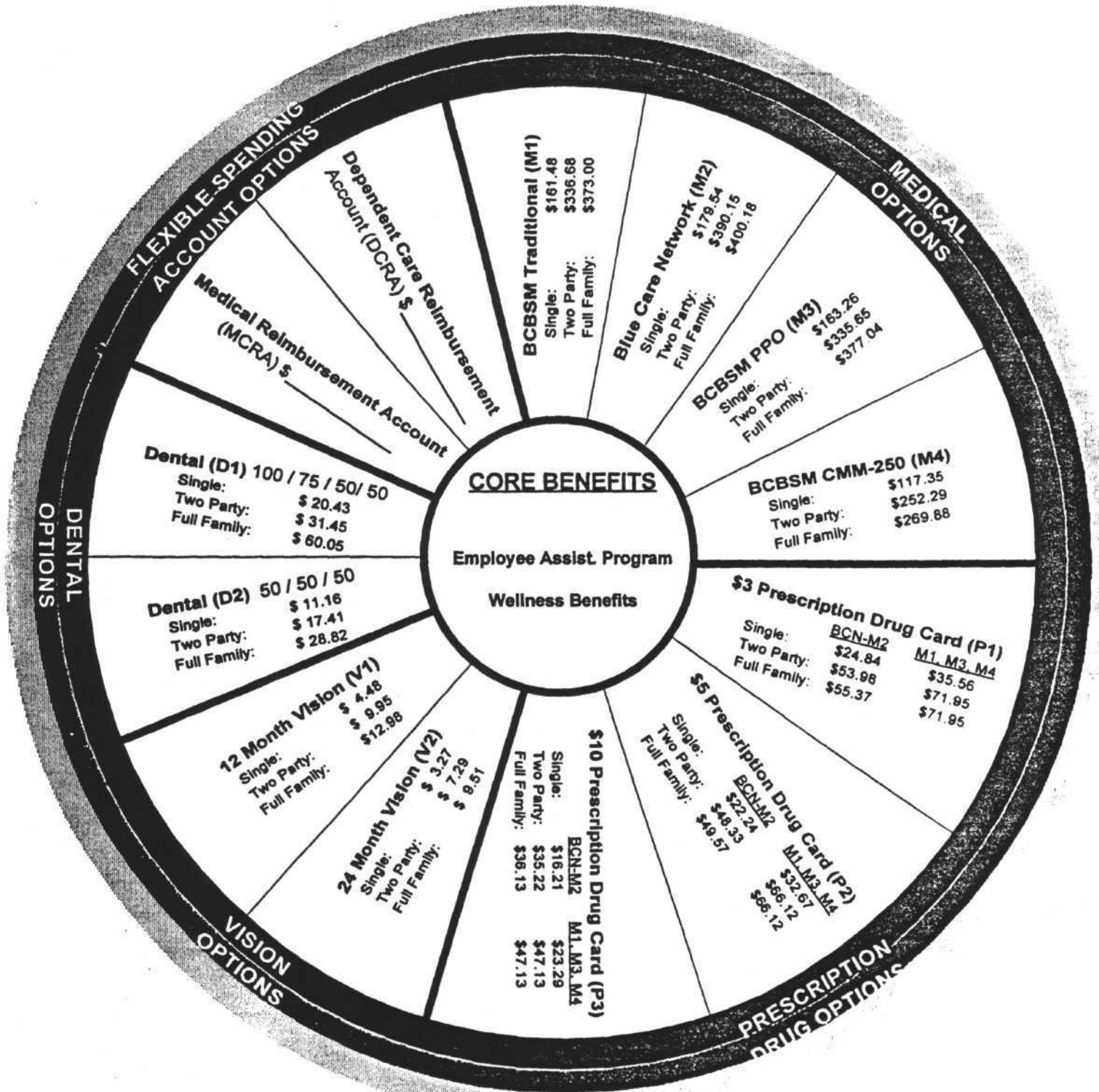
NOTE: IF OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH



Choices for Today

Individualized Benefit Plan

PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



Planning for Tomorrow

