

AGREEMENT

Between

MARQUETTE COUNTY HEALTH DEPARTMENT

And

MICHIGAN NURSES ASSOCIATION
and its affiliate

MARQUETTE COUNTY HEALTH DEPARTMENT
STAFF REGISTERED NURSES

Effective Date: January 1, 1997
Termination Date: December 31, 1999

Marquette County Health Department

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ARTICLE 1 PREAMBLE.

This Agreement, entered into on this 1st day of January, 1997 between the Marquette County Board of Health and the Marquette County Health Department (hereinafter referred to as "EMPLOYER") and the Michigan Nurses Association, and its affiliate, the Marquette County Health Department Staff Registered Nurses (hereinafter referred to as the "Association").

ARTICLE 2 PURPOSE AND INTENT.

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 Employer and the employees.

b. To these ends the Employer and the Association agree to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

c. The parties recognize that the interests of the community and the job security of the registered nurses depend upon the Employer's success in establishing and delivering proper services for the community.

d. This article in and of itself shall not serve as the basis for initiation of the grievance procedure contained herein.

ARTICLE 3 LANGUAGE.

a. Unless otherwise defined in this Agreement, all words shall connote their common meaning.

b. The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

c. Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as part of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind--both female and male sexes).

d. Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Administrator of Finance and Administrative Services. Similarly, wherever the term Association is used, such communication shall be directed to the Staff Council Chairperson unless otherwise provided.

ARTICLE 4 RECOGNITION.

a. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the sole representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time staff positions requiring licensure as a registered nurse of the Employer, BUT EXCLUDING the Health Department Director, confidential employees, Administrators, Supervisors, contractual and all other employees.

b. A full-time staff registered nurse is defined as a staff registered nurse who is scheduled to work 40 hours per week on a regular basis.

c. A regular part-time staff registered nurse is defined as a staff registered nurse who is regularly scheduled to work at least twenty (20) but less than forty (40) hours per week.

d. A temporary staff registered nurse is defined as a staff registered nurse hired to augment the work force seasonally or during periods of peak workload or to replace regular full-time staff registered nurse who is on leave of absence. A temporary staff registered nurse replacing a staff registered nurse on leaves of absence shall not be eligible for bargaining unit membership. In the event that any temporary staff registered nurse works more than 1040 straight time hours in any continuous 12 month period, the position occupied by the temporary staff registered nurse shall be considered a regular part-time position and shall be subject to the job posting and bidding provisions of this Agreement. Should a regular full-time position filled by a temporary staff registered nurse as a result of a leave of absence become vacant, through the resignation or failure of the staff registered nurse on leave of absence to return, such position shall be subject to the job posting and bidding provisions of this Agreement. In the event the position is awarded to an incumbent temporary staff registered nurse, said temporary staff registered nurse shall be eligible for bargaining unit membership and rank for seniority purposes based on the cumulative total of actual working days starting from the date of original hire. In this event, an amount equal to those current Association dues, dating back to the date of original hire, will be paid to the Association by the affected temporary staff registered nurse within thirty (30) days of such hire. Such retroactive seniority credit will be for the purpose of posting and bidding, layoff and recall, and for meeting the work hour requirements toward movement of the wage schedule and longevity. Other fringe benefits accruals will be based upon the date of hire into a regular position.

e. Any time a contractual employee exceeds 900 visits in any calendar year a special conference will be held to discuss this matter.

ARTICLE 5 ASSOCIATION SECURITY (Agency Shop).

a. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

b. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 6 DUES CHECK OFF.

a. The Employer agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix D); provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Association.

b. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by laws of the Michigan Nurses Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the local Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

c. The Employer agrees to provide this service without charge to the Association.

ARTICLE 7 REPRESENTATION FEE CHECK OFF.

a. The Employer agrees to deduct from the wages of any employee who is not a member of the Association the Association representation fee, as provided in a written

authorization in accordance with the standard form used by the Employer herein (see Appendix D), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Association.

b. The amount of such representation fee will be determined as set forth in Dues Check-off of this contract.

c. The Employer agrees to provide this service without charge to the Association.

ARTICLE 8 REMITTANCE OF DUES AND FEES.

a. When Deductions Begin:

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay period of the month and each month thereafter.

b. All dues deductions shall be remitted to the Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan 48864.

c. The Employer shall additionally indicate the amount deducted, and notify the Local Treasurer of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 9 ASSOCIATION REPRESENTATION.

a. Officers and Staff Council Chairperson

1. The Employer shall be notified of the Local officers and staff council chairperson as listed in paragraph (a)2 below upon the execution of this Agreement, and shall be promptly notified in writing of any changes as they occur during the term of this Agreement.

2. The employees covered by this Agreement will be represented by two (2) staff council chairpersons and an alternate for each such council chairperson. The Association shall have the exclusive right to designate said staff council chairperson, and to designate their representative areas.

3. The Employer will be notified of the names of the alternate staff council chairpersons who would serve only in the absence of a regular chairperson.

4. A staff council chairperson, during her regular working hours, without loss of pay, may investigate and present grievances within her department(s), provided she has prior permission from her Division Supervisor/Administrator.

5. The local Chairperson shall be allowed during working hours to present grievance to the Employer at Step 3, in accordance with the grievance procedure, provided she has prior permission from her Division Supervisor/Administrator.

6. In any event, the Employer shall allow a reasonable period of time for investigation within the time limits imposed by the grievance procedure.

b. Association Negotiating Committee.

1. Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members from the local. Upon their appointment, the Employer shall be notified of the names of the members of the negotiating committee and their alternates. The Employer shall be promptly notified in writing of any changes in the negotiating committee as they occur during the term of this Agreement.

2. All negotiating sessions by the parties shall commence at a time mutually agreeable.

3. Members of the negotiating committee shall be paid by the Employer for all hours spent in negotiations during regular working hours.

ARTICLE 10 MANAGEMENT RIGHTS.

The Employer retains on its own behalf and on behalf of the electors, solely and exclusively, all its inherent rights, functions, duties and responsibilities, with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the Employer will be conducted except where those rights may be clearly, expressly and specifically limited in this Agreement. It is expressly recognized, merely by the way of illustration and not by way of limitation, that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of the Employer include, but are not limited to: (1) full and exclusive control of the management of the Employer's operations; the supervision of all methods, processes, means and personnel by which any and all work will be performed; the control of property, and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities; and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work; establish, eliminate or change classifications; assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees; and

to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 11 RESPONSIBILITY.

a. The Employer agrees that for the duration of this Agreement there shall be no lockouts.

b. The Association, its officers, agents and members, agree that for the duration of this Agreement there shall be no strikes, sitdowns, slowdowns, stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer.

c. Association members will not engage in Association activity on the Employer's time, or engage other employees in Association activity while such employees are on the Employer's time, except as specifically provided by this Agreement.

d. The Michigan Nurses Association Representative may have discussions with an employee during regular business hours, provided the employee has approval in advance by the appropriate Division Supervisor/Administrator.

ARTICLE 12 SPECIAL CONFERENCES.

a. Special conferences for important matters of mutual concern may be scheduled by mutual agreement. Such meetings shall be between Association officers and the Employer, and may be represented by a representative of Michigan Nurses Association. A proposed agenda of the matters to be taken up at the special conference shall be submitted at the time a special conference is proposed. After a special conference is scheduled and an agenda has been proposed by the parties, discussion at the conference will be confined to those topics included in the agenda.

b. Special conferences shall not be used as a substitute for the grievance procedure provided by this Agreement, nor shall a special conference become a substitute for the negotiations process.

c. The Association representatives may meet on the Employer's property for not more than one-half hour immediately preceding the conference in a room designated by the Employer. Association members shall not lose time or pay for time spent in a special conference.

ARTICLE 13 GRIEVANCE PROCEDURE.

a. The term grievance shall mean an allegation that a breach, misinterpretation, or improper application of this Agreement has occurred.

b. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between them as to the application and interpretation of this Agreement. Employees are required to follow and use this procedure for all grievances for which they seek redress. Any grievance should be presented as soon after its occurrence, or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, except to present the grievance; but in any event the grievance in order to become the basis for a claim, must be presented within ten (10) working days after the employee knows or should have known if he exercised reasonable diligence and attention to the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence. The Association shall not have the ability to initiate a grievance on behalf of its members.

Step I. The grievance shall be presented verbally by the employee to her immediate supervisor outside the bargaining unit in an effort to resolve the grievance informally before a written grievance is filed. Grievances not resolved in the verbal step shall be reduced to writing, and shall be dated and signed by the aggrieved employee.

Step II. If the grievance is not resolved, the employee (and an Association representative, if desired) may within five (5) working days present the written grievance to the employee's Division Supervisor/Administrator and proceed to Step II of the grievance procedure. If such presentation is made in the presence of a representative of the Association, she shall countersign the grievance. The Division Supervisor/Administrator and the Administrator of Finance and Administrative Services shall jointly investigate the grievance, and shall furnish a written signed disposition to the employee (and her designated Association representative, if desired) within the first ten (10) working days after such written grievance is presented.

Step III.

(a) If the grievance remains unsettled and the aggrieved employee wishes to carry it further, the local Chairperson shall refer the matter to the Michigan Nurses Association Representative.

(b) In the event that the Michigan Nurses Association Representative, local Chairperson, and the aggrieved employee wish to carry the matter further, they shall file a written request with the Administrator of Finance and Administrative Services within ten (10) working days after the Employer's response to Step II to arrange a meeting between the Division Supervisor/Administrator, Administrator of Finance and Administrative Services,

aggrieved employee and representatives of the Association for the purpose of attempting to resolve the grievance. Said meeting shall occur within fifteen (15) working days of the Administrator of Finance and Administrative Services receipt of the written request to arrange a meeting. The Administrator of Finance and Administrative Services will respond with a written disposition of the grievance within ten (10) working days of the meeting. Said written disposition shall be addressed to the aggrieved employee, with copies provided to the local Chairperson and the Michigan Nurses Association Representative.

(c) If the dispute remains unsettled and the Michigan Nurses Association Representative wishes to carry the matter further, the Michigan Nurses Association Representative shall file within thirty (30) calendar days a demand for arbitration with the Employer. The arbitrator shall be chosen from a panel of three arbitrators jointly approved by the Association and the Employer. See Appendix F.

(d) The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall in no event award back pay prior to the date of the occurrence or the non-occurrence of the event upon which the grievance is based. The decision of the arbitrator shall be final and binding on both parties, subject to the limitations herein specified.

(e) The expenses of the arbitrator shall be equally shared by both parties. Each party shall be liable for any expenses incurred on its own behalf.

(f) Any grievance not answered within the time limits by the Employer will automatically advance to the next step. In the event the person responsible for management's response is not available at Step I, the grievance shall automatically move to the next step, except to arbitration.

(g) Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.

(h) Each grievance when reduced to writing shall be on a grievance form (Appendix C), and shall contain a clear and concise statement specifying the article or articles of this Agreement claimed to have been violated, a brief set of facts, and the relief requested. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph shall not be accepted by the Employer, and shall be returned by the Employer without action.

(i) The time limits at any step may be waived or extended only by written agreement between the Administrator of Finance and Administrative Services and the local Chairperson, or their designated representative in their absence.

ARTICLE 14 DISCIPLINE, SUSPENSION AND DISCHARGE.

a. No employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause. All discipline shall be corrective in nature rather than punitive.

b. The Employer agrees promptly upon the discharge, suspension or written reprimand of an employee, to notify in writing the employee and her Staff Council Chairperson, if the employee so desires, of the discharge, suspension or written reprimand. Said written notice shall contain the specific reasons for the discharge, suspension or written reprimand.

c. The discharged or suspended employee will be allowed upon request to discuss her discharge or suspension with her Staff Council chairperson. The Employer will make available a meeting room for this purpose before the employee is required to leave the property of the Employer. Upon request, the Employer or her designated representative will discuss the discharge or suspension with the employee and/or her Staff Council Chairperson.

d. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to Step 2 of the grievance procedure within ten (10) calendar days.

e. In imposing any discipline or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than two (2) years previous, except that the Employer may consider as part of the Employee's record for establishing proper corrective measures any offenses which resulted in disciplinary suspension.

f. Should it be determined by the arbitrator that an employee has been disciplined for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer.

ARTICLE 15 COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would have otherwise earned, less compensation received from other sources.

ARTICLE 16 SENIORITY.

a. Newly hired full-time employees shall be considered as probationary employees for the first one hundred twenty (120) calendar days of their employment. Newly hired regular part-time employees shall be considered as probationary employees until such time as they have actually worked 960 hours or 270 calendar days whichever occurs first. After successful completion of the probationary period, seniority shall relate back to the original date of full or part-time hire. Seniority of employees commencing employment on the same day shall be determined by the higher of the last four digits of the social security number.

b. The Association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth by this Agreement, except discharged and disciplined employees for other than association activity.

c. Seniority shall be on an Bargaining unit-wide basis, in accordance with the employee's most recent date of regular part-time or full-time hire, except as defined in Article - 23 "Layoff", and Article 24 "Recall Procedure." There shall be no prorating of seniority for any provision of this agreement.

d. Absences from work, of ten (10) consecutive work days or more, shall not be counted towards completion of the probationary period and an absent employee's probationary period shall automatically be extended accordingly.

ARTICLE 17 SENIORITY LISTS.

a. The Employer will provide a current seniority list to the local Staff Council Chairperson semi-annually by January 15 and July 15.

b. The seniority list will, for all employees covered by this Agreement, indicate the employee's name, date of hire, job classification, and Division.

c. The seniority list shall not be affected by the age, race, creed, sex, or marital status of the employee.

ARTICLE 18 LOSS OF SENIORITY.

An employee shall lose her seniority and her employment shall be terminated for any of the following reasons:

a. If she quits.

b. If she is discharged, and the discharge is not reversed through a procedure set forth in this Agreement.

c. If she is absent for two (2) consecutive working days without notifying her department head. Exceptions may be made at the discretion of the Employer. No employee shall be absent from work without good and proper cause.

d. If she does not return to work when recalled from layoff, as set forth in the recall procedure. Exceptions may be made at the discretion of the Employer.

e. If she does not return as scheduled from sick leave, vacation, or leaves of absence. Exceptions may be made at the discretion of the Employer.

f. If she is laid off for more than twelve (12) months.

g. If, while on layoff, she fails to bid on any vacant position covered by this Agreement, for which she possesses the minimum requirements and is not more than two (2) pay grades lower than the position she held at the time of layoff. An employee who fails to submit a bid for a posted position as described in this subparagraph shall be deleted from the seniority list. Notice of such deletion shall be by registered mail to the employee's address of record with the Division of Finance and Administrative Services. A copy of such notice shall be furnished to the local Chairperson. The Employer's notice requirements under this subparagraph shall be deemed fully discharged at such time as said notice is committed to the U.S. Postal Service.

h. If she willfully makes a false statement which is material on her application for employment or leave of absence.

i. If she retires or is retired pursuant to any retirement plan of the Employer then in effect. The Employer may require mandatory retirement of any employee at or after age seventy (70).

ARTICLE 19 WITNESS APPEARANCE

Any employee covered by this Agreement who is required to appear and testify on the employer's behalf before a court of record or an administrative agency having the power to subpoena or in a similar proceeding not involving the employer if the need for the employee's testimony is the direct result of the performance of his duties for the employer, will be excused for the required time. Employees called as a witness in such proceedings shall be paid the difference, if any, between any witness fee compensation, excluding mileage, and their straight time regular rate of pay, exclusive of all premiums, for time lost from work. This payment will be made on the next regularly scheduled payday for each full or half day of witness service, whichever is applicable, after endorsing the witness fee check for each day to the employer.

ARTICLE 20 JURY DUTY

Any employee included within the bargaining unit shall be granted time off with pay when she is required to report for jury duty. The employee shall give the employer prior notification of her jury duty. Employee shall be paid the difference between any jury compensation they receive and their regular wages for time necessarily spent in jury service. Employee shall be paid on the next regularly scheduled pay day for each full day or half day of jury service, whichever is applicable, after endorsing the jury duty check for each day to the employer, with the exception of those funds allocated for mileage. An employee who reports for jury duty and is dismissed two (2) hours or more prior to scheduled end of their shift shall contact their supervisor.

ARTICLE 21 JOB POSTING AND BIDDING.

a. All vacancies subject to this Agreement shall be filled within ninety (90) calendar days, except during a hiring freeze declared by the Employer. Employer will provide written notice of hiring freeze to local Chairperson. All vacancies shall be posted for a period of ten (10) calendar days, setting forth the minimum requirements for the position in a conspicuous place on the bulletin boards in each building. The term "vacancy" shall include both existing and new positions.

b. When the vacancy is posted, the posting will note the classification, duties, pay grade, starting date/time, and minimum qualifications. Posted positions will be awarded to the Division employee ranking highest on the seniority list who bids and possesses the minimum qualifications. In the event that no Division employee bids and meets the minimum qualifications, then the posted position will be awarded to an employee based upon the factors:

- Knowledge, training, skills, experience, education and ability to do the work.
- Physical qualifications
- Attendance records and performance evaluations
- Where general qualifications are relatively equal seniority will prevail

c. During any posting period in which employees are being considered for a promotion, the Employer may fill a regular job opening on a temporary basis.

d. At the time a bid is received by the Division of Finance and Administrative Services, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the Division of Finance and Administrative Services within the posting period will be considered by the Employer prior to making a promotion. Once a regular job opening is posted, other methods of filling a regular job opening shall not be used until all bidders are considered and a decision made and communicated to all bidders and the local Chairperson.

e. An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.

f. Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified; in proper cases, exceptions may be made at the discretion of the Employer or as otherwise required by law.

g. An employee who is promoted to another classification or transferred will be given a reasonable trial period, but not to exceed ninety (90) days, to demonstrate in actual performance whether she has the ability to perform the work. If she does not have the ability to perform the work, she shall be returned to the position from which she was promoted and

given a written notice of reason. A copy of this notice will be sent to the employee's Staff Council Chairperson.

h. If the employee requests within a one (1) month period following a promotion from another classification, she shall be returned to her original position from which she was promoted or transferred; but, in any event, she shall be returned within the one (1) month period following her request.

i. In the event that an employee is returned to the classification from which she was promoted, the Employer shall consider the other bidders prior to posting.

j. An employee shall not be eligible to successfully bid for transfer or promotion more than twice in one year.

k. An employee who has bid for a promotion in accordance with the provisions of this Article and who has more seniority than the employee selected for promotion will be notified in writing of the reason(s) for the selection decision, and will be provided the name and seniority date of the employee promoted. A copy of this notification will be sent to the local Chairperson.

l. Should a regular job opening within a Division fail to receive any bids for a minimum of three (3) different but consecutive posting periods, the Employer may discontinue posting for one (1) year such regular job openings which subsequently occur in that classification within that Division. Thereafter, the Employer will again post any such regular job openings, and the provisions of this paragraph shall be repeated.

ARTICLE 22 TRANSFERS

If an employee is granted a transfer to a position with the Employer not included in the bargaining unit, she may, within six (6) months, transfer back to a position within the bargaining unit by posting to an open position. Such posting shall occur only after the posting period for all current bargaining unit members has expired. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this agreement.

ARTICLE 23 LAYOFF.

a. The word "layoff" means a temporary or permanent reduction in the work force. For purposes of this article, seniority shall be determined on a bargaining unit basis.

b. In the event of a layoff, the Employer shall notify the local Staff Council Chairperson as soon as practical, but in no case less than fourteen (14) calendar days prior to the effective date of the layoff, of the number of employees scheduled for layoff, their names,

seniority date, job titles, and work locations. Employees to be laid off will receive at least fourteen (14) calendar days' notice of layoff.

c. When there is a reduction in the work force, employees within a the bargaining unit will be laid off in accordance with their bargaining unit seniority (least senior to be laid off first), their possession of the required minimum qualifications, and their ability to perform the work available.

d. When an employee is laid off or her position is eliminated within the bargaining unit, such employee shall have five (5) working days following receipt of notification of elimination of her job within which she may bump any probationary employee. If no probationary employee is available to bump, the nurse may bump the least senior bargaining unit nurse holding a position which she is both qualified to perform and able to perform within a reasonable orientating period. It is understood that the "bumping" nurse must have more seniority than the one being displaced. A senior employee will be compensated at the rate for the position they have bumped into. In the event it becomes necessary for multiple layoffs, the Department will meet with the Association in a special conference prior to said lay-off to review the list of employees scheduled for layoff, seniority, job qualifications, division, etc.

e. In the event a full-time employee has their bi-weekly working hours reduced by 50% or more, the employee may bump as provided in (d) above.

ARTICLE 24 RECALL PROCEDURE.

a. When a position is reinstated after a layoff, employees from within the bargaining unit will be recalled according to bargaining unit-wide seniority and minimum qualifications, with the most senior employee on layoff being recalled first, provided the senior employee meets the minimum qualifications for the reinstated position. If an employee is on layoff as a result of bumping and her former position is vacated by the person who bumped, the former incumbent shall be recalled to her original position. At no time will a laid-off employee be required to requalify for her reinstated position provided the employee has maintain their license/certification to perform in the position. If no employee on layoff within the bargaining meets the minimum qualifications and is available for recall to the reinstated position, the provisions of Article 21, "Job Posting and Bidding", will apply.

ARTICLE 25 LEAVES OF ABSENCE.

a. Leaves of absence requested in writing for periods not to exceed one (1) year shall be granted for:

1. Medical leave (physical, mental), as certified by a duly licensed physician. Maternity will be treated the same as any other medical condition.

2. Prolonged illness in immediate family (spouse/minor child).

b. Leaves of absence requested in writing for periods not to exceed one (1) year may be granted for:

1. Serving in any elected or appointed position, public or union.
2. Educational leave related to employment for one (1) time during the course of employment.

c. Such leave may be extended for like cause at the sole discretion of the Employer for a maximum of one (1) additional year.

d. Available personal leave and vacation balances will be depleted prior to commencement of any leave of absences listed in section B above. Medical leave balances will be depleted prior to commencement of any leave of absence listed in section A above. An employee shall accrue seniority while on any leave of absence granted by the provision of this agreement. Personal leave, vacation, and medical leave will not accrue during a leave of absence. Should an employee granted a leave of absence under the provisions of this agreement return from said leave of absence within one (1) year or less, she shall be returned to her original position. Should an employee granted a leave of absences under the provision of this agreement remain on leave of absence in excess of one (1) year, she shall be returned to a regular opening to which her seniority entitles her upon termination of her leave.

e. Members of the Association selected to attend a function of the Association may, upon approval by the Employer, be allowed up to five (5) days off per contract year, with loss of time and pay to attend. Such approval shall not unreasonably be withheld.

ARTICLE 26 FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay per funeral, as funeral leave days not to be deducted from medical leave for a death in the immediate family. Immediate family to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, spouse's grandparents. Employees traveling and attending the funeral of an immediate family member, as defined above, in excess of 300 miles one way from Marquette may be granted an additional two (2) days of funeral leave. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from medical leave. The Staff Council Chairperson or her representative shall be allowed one-half (1/2) funeral leave day with pay in the event of a death of a member of the Association who is a member of the bargaining unit, for the

exclusive purpose of attending the funeral. For funeral of persons other than those listed above, an employee may take leave without pay.

ARTICLE 27 PERSONAL LEAVE DAYS.

a. Full-time employees will be granted five (5) days of personal leave during each calendar year, not to accumulate year to year. Regular part-time employees will be granted five (5) days of personal leave on a pro-rated basis in direct proportion to the employee's regular work schedule during each calendar year, not to accumulate year to year. An employee hired during the calendar year will have their time prorated based upon employment status (i.e. full or part-time) to the total number of months worked (i.e. start month to December).

b. Personal leave shall be defined as leave which may be used at an employee's discretion subject to prior written approval by the employee's Division Supervisor/Administrator.

c. A minimum of a twenty-four (24) hour notice must be given to the Division Supervisor or designee for the use of personal leave except for severe weather conditions as declared in accordance with Board policy and/or other extenuating circumstances.

ARTICLE 28 MILITARY SERVICE.

a. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

b. Employees who are members of any branch of the Armed Force Reserve or the National Guard will be compensated for the difference between their Reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. In the case of any properly declared national or state emergency, said compensations may be extended for a period of up to six (6) continuous months.

ARTICLE 29 JOB RATES

a. The Employer shall have the right to establish the job content and job descriptions for all jobs and to evaluate all jobs for the purpose of classifying them into occupational groups and pay grades; and when changes in actual job duties warrant to change the job description and pay grade of an existing job based on the revised job content and job evaluation, provided that the wages for each pay grade in the structure shall be set forth in Appendix A of this Agreement.

b. If, during the term of this Agreement, a new job is created or alteration is made in the duties of an existing job, the Employer shall establish the job description for the new or changed job and the rate range applicable thereto, if any, and shall promptly furnish the

incumbent employee and the local Chairperson with a copy of the job description and the pay grade assigned thereto. If the Association disagrees with the classification/pay grade during the first ten (10) calendar days after it has been so notified, it shall have the right to initiate a grievance with respect to the classification/pay grade. If a grievance has not been initiated during said ten (10) calendar days' period, the classification/pay grade shall be deemed acceptable by the unit.

c. If during the term of this Agreement the Employer deems it necessary to create a new classification, the rate of pay for said classification shall, prior to implementation, be presented to Association representatives at a special conference. In the event the Association does not concur, the proposed rate of pay shall be subject to Step 2 of the grievance procedure.

d. An arbitrator, when hearing a classification/pay grade grievance, will have no power to overrule the Employer unless he finds the Employer was arbitrary and unreasonable in arriving at such classification.

e. For the term of this agreement the parties hereby agree that should an internal classification pay grade committee be developed, that a special conference will be called to discuss modification to this article. Any revision to this article must be approved by the parties.

ARTICLE 30 HOURS, OVERTIME AND PREMIUM RATE.

A. WORK DAY - WORK WEEK

1. A normal work day shall consist of eight (8) consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time. A regular work week shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days.

B. SCHEDULES

1. Employees' work week shall be as set forth on the department work schedule. Each employee shall be furnished a copy of said schedule. Employees shall be notified in writing at least seven (7) days in advance of any change to the normal work schedule. Modifications to the seven (7) work week and work day is covered in Appendix G Letter of Agreement

C. OVERTIME

Unit employees are exempt from the overtime requirements of the Fair Labor Standards Act, and shall not be entitled to premium pay. Unit employees shall, however, earn

compensatory time off at their straight time regular rate of pay for each hour actually worked in excess of eight (8) consecutive hours in any one (1) work day and at one and one-half (1-1/2) hours compensatory time off for all required hours actually worked on recognized holidays, and unscheduled required hours on Saturdays and Sundays. For those employees scheduled to work on Saturdays and Sundays, compensatory time off at time and one-half (1-1/2) shall only be earned for each hour actually worked in excess of eight consecutive hours. Compensatory time will accumulate to a maximum of eighty (80) hours. Hours accumulated in excess of eighty (80) hours will be forfeited.

D. PREMIUM RATE

1. Employees regularly scheduled to work in excess of two (2) hours between the hours of 5:00 p.m. and 12:00 midnight shall be paid a premium of 50 cents per hour for all hours worked.

2. Employees receiving premium pay and required to work beyond the regularly scheduled hours shall continue to receive their respective premiums.

E. SEVERABILITY

If any article or section of this agreement should be held invalid by operation of law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

F. CALL-OUT

1. An employee called out and physically reporting for overtime shall be guaranteed at least two (2) hours of compensatory time. The employer may require the employee to actually serve patients who require a on-call visit or to perform other work to receive call out compensation.

G. PAID BREAKS

1. Employees may take one ten (10) minute break during the first four (4) hours of work and one ten (10) minute break during the second four (4) hours of work at a time determined by their Division Supervisor/Administrator. A minimum one half (1/2) hour to maximum one (1) hour unpaid lunch period shall be scheduled and may be staggered when necessary to provide coverage.

ARTICLE 31 MEDICAL LEAVE

a. All employees covered by this Agreement shall accumulate one-half (1/2) medical leave day per pay period, not to exceed one hundred four (104) hours or thirteen (13)

days per year, with maximum accumulation of seven hundred twenty hours (720). Employees will be paid one-half (1/2) of accumulated medical leave, with forty-five (45) days the maximum amount to be paid if they quit or retire. Upon the death of an employee, one-half (1/2) of accumulated medical leave, with forty-five (45) days the maximum amount to be paid, will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid medical leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except paid medical leave will not be counted toward overtime.

b. An employee desiring to be absent from work for her illness, or that of a dependent child, shall notify her Division Supervisor/Administrator or designee of such desire and the reason therefore before the end of the previous day, if possible; and, in any event, at least one (1) hour prior to the beginning of her next work day, except in cases of an emergency beyond her control and, in such cases, as soon as possible. Absence may be excused by the Division Supervisor/Administrator, but the Division Supervisor/Administrator may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in case of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown.

c. Regular part-time employees shall accumulate medical leave on a pro-rated basis in direct proportion to hours worked.

d. Medical leave shall not be taken before being accumulated.

ARTICLE 32 TEMPORARY ASSIGNMENTS.

Assignments within a Division for the purpose of filling temporary vacancies may be made by the Division Supervisor/Administrator. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 33 ASSOCIATION BULLETIN BOARDS.

a. One (1) bulletin board will be installed by the Employer for the exclusive use of the Union at a location mutually agreeable to the parties.

b. Notices of Association meetings, Association recreation and social affairs, Association elections and appointments, or other Association business, may be posted on this board without prior approval by the Employer. No other notices shall be posted thereon without the prior approval of the Employer.

ARTICLE 34 OUTSIDE EMPLOYMENT

No employee shall work at any outside employment which will create a conflict of interest, or interfere with his/her work performance for the employer.

ARTICLE 35 EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification and with the ability to perform the work required within their Division.

ARTICLE 36 WORKER'S COMPENSATION.

a. Each employee will be covered in accordance with the worker's disability compensation act (ACT) of the State of Michigan. Compensation for lost wages will be paid by the county worker's compensation carrier after the carrier has determined eligibility in accordance with the act. Any loss-time, injuries, or illness which the carrier does not deem eligible for wage-loss replacement in accordance with the act may be paid from the involved employee's accumulated medical leave if requested by the employee. If the employee has depleted her medical leave, the employee may receive payment through vacation, personal, or other accumulated leave time.

b. In any event, employee shall not be entitled to receive duplicated payment from any source or combination of sources.

c. Employees will immediately report any job related injury or illness to the immediate supervisor. Employee will promptly obtain and complete necessary paperwork to supply the employer with necessary information to meet carrier and department of labor requirements. Questions can be directed toward the supervisor.

ARTICLE 37 HOLIDAYS.

a. Paid holidays are designated:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Birthday	Thanksgiving Day
Good Friday (all day)	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day

Full-time employees will be paid their current rate based on their regular scheduled work day for said holidays.

b. Compensatory time at the rate of time and one-half (1-1/2) shall accrue for all hours worked on a holiday, in addition to the regular straight time holiday pay.

c. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. When scheduling

holiday coverage a fair rotation among all employees within a division will be the first consideration.

- d. An employee shall be eligible for holiday pay under the following conditions:
 1. The employee must work her regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
 2. Exceptions to the preceding subparagraph will be made:
 - Where the employee is granted prior paid leave for the shift prior to the holiday for good cause, including sickness.
 - Where the employee is granted paid leave for the shift after the holiday for good cause, including sickness.
- e. Regular part-time employees will accrue compensatory time at the rate of one and one-half (1-1/2) time for all hours actually worked on a designated holiday in addition to their regular pay rate. Regular part-time employees who do not have actual hours worked on a designated holiday will not receive any holiday pay.

ARTICLE 38 VACATION.

- a. An employee will earn credits toward vacation with pay in accordance with the following schedule:
 - Less than one (1) year of continuous service - actual amount of employee's accumulated vacation;
 - After one (1) full year of continuous service - five (5) working days vacation;
 - After two (2) full years of continuous service - eleven (11) working days vacation.
- b. For each additional year of service above two (2) years, one (1) additional day of vacation will be granted, up to twenty (20) days of vacation.
- c. Vacation time is to be credited to the employees on a per pay period basis, and shall not be taken before being credited.
- d. In cases of severance of employment for any reason by the employee or the Employer, an employee's credited vacation time must either be paid in full for the full time

or granted the time off, at the Employer's discretion.

e. Regular part-time employees shall accumulate vacation on a pro-rated basis in direct proportion to the hours worked.

ARTICLE 39 VACATION PERIOD.

a. Vacations shall be granted during each year in accordance with Article 38. An employee shall make a reasonable effort to submit a request in writing at least three months prior to said vacation. The Employer shall respond within five (5) working days if the requested vacation will be granted. When granting vacation time, the first consideration will be based upon a fair rotation among all employees within a division. The second criteria when conflicting requests are to be resolved on the basis of seniority. In approving vacations, the Division Supervisor/Administrator shall consider the employee's request and the operational needs of the department.

b. When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one day or the employee may be paid for that day, as mutually agreed by the parties.

c. A vacation shall not be waived by an employee and extra pay received for work during that period. At no time can accrued vacation leave exceed the equivalent of twenty-five (25) days. Vacation leave earned in excess of twenty-five (25) days shall be forfeited.

d. If an employee becomes ill and is under the care of a duly licensed physician during her vacation, her vacation may be rescheduled at the discretion of the Employer. In the event her incapacity continues through the year, she may be awarded payment in lieu of vacation, at the discretion of the Employer.

e. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 40 PAY ADVANCE.

a. If a regular pay day falls during an employee's scheduled vacation or in an instance of an approved extended medical leave, she may receive that check on request before going on vacation or taking the extended medical leave, provided the Employer is notified seven (7) calendar days in advance. All employees requesting an early check shall furnish the Accounting Department with a vacation verification slip signed by the Division Supervisor/Administrator. Exceptions may be made in emergency situations at the discretion of the Employer.

b. If an employee is laid off, retires or severs her employment, she will receive any

unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

ARTICLE 41 CAREER DEVELOPMENT PROGRAM.

a. Following completion of their probationary period, all full-time unit employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or to help prepare them to advance to targeted positions of greater responsibility within the structure of the Employer.

b. To participate in the Career Development Program, the full-time unit employee must complete a proposed Career Development Plan, on the form provided by the Administrator of Finance and Administrative Services, detailing all proposed educational courses and their relationship to the employee's career goals with the employer, identifying the targeted position, documenting consultation with the Placement & Career Planning Department of Northern Michigan University. The employee submits the completed Career Development Plan to his/her immediate Supervisor for authorization; and the immediate Supervisor forwards the Career Development Plan, with recommendation, to the Administrator of Finance and Administrative Services for final disposition. To be considered valid, the Career Development Plan must be approved by both the immediate Supervisor and the Administrator of Finance and Administrative Services. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee request for career development assistance.

c. To be approved for inclusion in a Career Development Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Administrator of Finance and Administrative Services.

d. To request career development assistance, employees make application, on a form provided by the Administrator of Finance and Administrative Services, identifying the specific educational course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per semester. The employee submits the completed career development assistance application form to his/her immediate Supervisor for authorization; and the employees immediate Supervisor forwards the application, with recommendation, to the Administrator of Finance and Administrative Services for final disposition. Determination of approval or rejection of career development assistance applications will be made by the Administrator of Finance and Administrative Services periodically on the first Wednesday of the months of April, July and December. Notice of approval or rejection of application will be in writing to the employee.

e. Upon successful completion of an approved educational course, the employee requests the institution at which he is enrolled to submit a transcript of grades and a statement

of tuition costs to the Administrator of Finance and Administrative Services. Tuition costs will be reimbursed according to the final grade earned: A-75%; B-50%; C-25%. No reimbursement will be made for any grade lower than C. No reimbursement in excess of \$500.00 will be paid during any one fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program.

f. Should an employee's employment with the Employer be terminated for any reason within one (1) year of reimbursement of tuition expenses, such employee will be liable for repayment of tuition reimbursement, and such amount will be deducted from the final payroll check.

ARTICLE 42 HOSPITALIZATION MEDICAL COVERAGE.

a. The Employer agrees during the term of this Agreement to make the necessary premium contribution toward the purchase of the Blue Cross/Blue Shield Plan S with Master Medical Option 4. The employer will contribute ninety percent (90%) while the employee contributes ten percent (10%) towards the monthly premiums. This benefit is available to all full time employees and their families covered by this Agreement who have completed sixty (60) days of employment with the Employer. This plan is subject to the terms and condition of the insurance carrier.

b. For those employees eligible for hospitalization insurance benefits, the Employer agrees to provide group optical insurance equivalent to the Vision Service Plan (VSP), Plan A with a \$10/\$15 deductible, including dependent coverage. The Employer will contribute ninety percent (90%) while the employee will be responsible for ten percent (10%) of the monthly premium during the term of this Agreement. The plan is subject to the terms and conditions of the insurance carrier.

c. For those employees eligible for hospitalization insurance benefits, the Employer agrees to provide a group dental insurance program equivalent to Blue Cross/Blue Shield Plan C, including dependent coverage. During the term of this agreement the Employer will contribute ninety percent (90%) while the employee shall contribute ten percent (10%) towards the monthly premium. The plan is subject to the terms and conditions of the insurance carrier.

d. The Employer agrees during the term of this Agreement to pay on a pro-rated basis in direct proportion to the employee's regular work schedule, the necessary premiums to provide the above described hospitalization insurance, optical insurance, and dental insurance for all regular part-time employees, provided the employee agrees to pay their pro-rated share of the premiums.

e. The Employer reserves the right to select or change the insurance carriers providing the benefits provided in this Article, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits remains substantially the same.

f. For those employees eligible for hospitalization insurance benefits, the Employer agrees to pay prorated premium for hospitalization medical coverage for the employee and her family during an employee's absence as a result of any injury or illness up to one (1) year.

g. The Employer agrees to pay the a prorated premium for hospitalization medical coverage for the employee and her family who qualifies for retirement, and retires from the Employer, provided they were eligible for hospitalization insurance benefits immediately prior to retirement.

h. For those employees eligible for hospitalization insurance benefits, the Employer agrees to pay the prorated premium for hospitalization medical coverage for the employee and her family while the employee is laid off, up to six months.

i. The employer will provide a deferred compensation plan in the amount of \$150 per month for a Health Department approved plan in lieu of those employees taking the medical, dental, and vision plans. To receive this benefit an employee must provide documentation that medical insurance coverage is provided through another source.

ARTICLE 43 LIFE INSURANCE COVERAGE.

a. The Employer agrees to pay the full premium of term life insurance for each employee, face value equal to 1.5 time annual salary while employed.

b. Upon retirement or severance, the employee will be informed of her options and allowed to exercise her choice of options.

c. During the term of this Agreement, the Employer agrees to pay the premium necessary to continue it's present program of accidental death and dismemberment insurance benefits on the same terms and conditions that currently exist for all full-time employees who have completed sixty (60) days of employment with the Employer.

ARTICLE 44 DISABILITY INSURANCE

The Employer agrees to pay the full premium for a disability insurance program, providing 67% of gross monthly income to a maximum of \$5,000.00 per month, commencing on the 91st day of continuous incapacity to perform job functions, and continuing for the term of the disability, retirement, or attainment of age 70. This coverage is subject to the terms and conditions of the insurance carrier.

ARTICLE 45 COMPUTATION OF BENEFITS.

All straight-time hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, unless otherwise specifically

provided. Overtime will be computed based upon hours worked under the Fair Labor Standards Act.

ARTICLE 46 RETIREMENT.

Employees covered under this Agreement will be enrolled into the Michigan Municipal Employees' Retirement System Plan B-1. The cost of said plan is to be fully paid by the Employer. Effective January 1, 1996, employees will receive the Michigan Municipal Employee's Retirement System Plan B-3. The cost of said plan is to be fully paid by the Employer. This article will be reopened when the Municipal Employees' Retirement system has available an approved defined contribution plan, and will be subject to negotiation between the parties.

ARTICLE 47 UNEMPLOYMENT COMPENSATION.

The Employer agrees to provide through the services of the Michigan Employment Security Commission unemployment insurance coverage for all employees under this Agreement.

ARTICLE 48 CONTRACTING AND SUBCONTRACTING OF WORK

The Employer shall have the right to contract or subcontract bargaining unit work so long as:

1. Said contracting or subcontracting does not result in the reduction of normal hours of bargaining unit positions.
2. Said contracting or subcontracting does not result in a layoff of bargaining unit employees.
3. Said contracting or subcontracting does not result in the reduction of the number of bargaining unit positions.

ARTICLE 49 HOLD HARMLESS.

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

ARTICLE 50 DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 51 ROLE OF THE NURSE

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

The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patient and families. She presents the potential of public health nursing's contributions in community program planning and in diagnosis and treatment of community ills. She lends her support and her special skills to the total configuration of public health practice.

Nothing contained in this Article shall be interpreted to relinquish in any way the Health Department's rights to manage the affairs of the Health Department. Further, the parties agree that any dispute regarding interpretation or application of this Article is not grievable and may be discussed at a special conference.

ARTICLE 52 SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assignees, purchasers, lessees or transferees, whether each succession, assignment or transfer be effected voluntarily or by the operation of law; and, in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 53 ON-CALL HOME CARE NURSING DUTIES

a. On-call shall be during the normal business hours of 8:00 am to 5:00 pm on Saturdays, Sundays and holidays, and from 5:00 pm to 8:00 am each day.

b. A nurse scheduled on-call shall receive one dollar and fifty cents (\$1.50) per hour for each hour on-call during the week. Effective January 1, 1999 the rate to be one dollar and

seventy five (\$1.75) per hour. In addition, to on-call pay, a nurse shall receive time and one-half (1/2) her straight time as compensatory time for each unscheduled hour actually worked while on-call. A nurse scheduled to work a week-end starting on Friday at 5:00 pm and ending Monday at 8:00 am will receive one dollar and fifty cents (\$1.50) for each hour in addition to time and one half (1/2) as compensatory time for each unscheduled hour actually worked while on-call. Effective January 1, 1999 the rate to be one dollar and seventy five cents (\$1.75) per hour.

c. The primary on-call nurse who is scheduled to work the weekend will be assured one day off during the work week preceding the weekend and one day off during the work week following the weekend. Such days off will be determined by the Supervisor. For Maternal and Child Health Services the primary nurses assigned to week-end coverage will be allowed to leave an hour earlier on Friday prior to the week-end or will be allowed an hour off at another time as mutually agreeable between the supervisor and the employee within the same pay period.

d. Nurses working on-call will be provided paging devices by the employer.

e. A primary and secondary nurse, when necessary, will be scheduled on each weekend and holiday. Normally the primary nurse will carry the paging device and be responsible for on-call visits. The secondary nurse will be compensated on the same basis as the primary nurse if she is expected to be available to work.

f. A nurse who has received prior supervisor approval will be able to exercise her own professional judgement on whether or not a home visit will be made and/or when it shall be made. If a home visit/call is not made, the nurse shall immediately contact their Supervisor.

g. On-call on weekends and holidays will be rotated among all bargaining unit and non-bargaining unit employees in home health.

h. The on-call operation will be evaluated periodically and adjustments made at that time based on staff input and supervisor approval.

i. The home care supervisor will normally be available by telephone. They may assist with filling in for on-call staff in the following situations: sudden staff illness, sudden family illness, death of a family member and if staff are overwhelmed while on-call.

j. The employer will attempt to notify nurses at least thirty (30) days in advance of the on-call schedule. Reasonable effort will be made to adhere to the schedule.

ARTICLE 54 REOPENER.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

ARTICLE 55 TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect through December 31, 1999.

a. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

b. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination date.

c. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, either party may exercise its rights to terminate this agreement after its expiration date upon ten (10) days written notice to the other party.

d. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

e. Notice of termination or modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Association, to Michigan Nurses Association and if to the Employer, to the Marquette County Health Department c/o Administrator, 184 U.S. Highway 41 East, Negaunee, MI 49866 or to any such address as the Association or the Employer may make available.

APPENDIX A - CLASSIFICATION AND RATES

Schedule of In-Range Wage Progression
Effective January 1, 1997

<u>PAY GRADE</u>	<u>HIRE</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
8 Home Health Visit Nurse	\$12.44	\$13.16	\$13.91	\$14.71	\$15.56
9 Public Health Nurse Home Health Case Manager	13.50	14.27	15.09	15.96	16.88
10 Quality Assurance/Operations BCC Coordinator Client Coordinator/Training Facilitator Personal Health Service Coordinator Maternal Health Coordinator Immunization/CD Representative	14.41	15.24	16.11	17.04	18.02
11 Nurse Practitioner	15.39	16.28	17.21	18.20	19.25

*If the current employee is over the maximum of the new step, then the rate will be red circled until the employee moves to the next step at her anniversary date.

Schedule of In-Range Wage Progression
Effective January 1, 1998

<u>PAY GRADE</u>	<u>HIRE</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
8 Home Health Visit Nurse	\$12.81	\$13.55	\$14.33	\$15.15	\$16.03
9 Public Health Nurse Home Health Case Manager	13.91	14.70	15.54	16.44	17.39
10 Quality Assurance/Operations BCC Coordinator Client Coordinator/Training Facilitator Personal Health Service Coordinator Maternal Health Coordinator Immunization/CD Representative	14.84	15.70	16.59	17.55	18.56
11 Nurse Practitioner	15.85	16.77	17.73	18.75	19.83

Schedule of In-Range Wage Progression
Effective January 1, 1999

<u>PAY GRADE</u>	<u>HIRE</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
8 Home Health Visit Nurse	\$13.19	\$13.96	\$14.76	\$15.60	\$16.51
9 Public Health Nurse Home Health Case Manager	14.33	15.14	16.01	16.93	17.91
10 Quality Assurance/Operations BCC Coordinator Client Coordinator/Training Facilitator Personal Health Service Coordinator Maternal Health Coordinator Immunization/CD Representative	15.29	16.17	17.09	18.08	19.12
11 Nurse Practitioner	16.33	17.27	18.26	19.31	20.42

APPENDIX B. MILEAGE

Employees who during the course of their employment are required to use their personal vehicle for County business will be reimbursed at the rate in effect for reimbursement of Federal employees for approved private vehicle use.

APPENDIX C - GRIEVANCE FORM

MARQUETTE COUNTY

STATEMENT OF GRIEVANCE

NAME _____ DATE _____

DEPARTMENT _____ FILE NUMBER _____

CLASSIFICATION TITLE _____ SENIORITY DATE _____

BARGAINING UNIT _____ ARTICLE INVOLVED _____

Specific provision of Agreement article allegedly violated _____

Statement of facts pertaining to alleged violation _____

Formal statement of grievance _____

Relief sought _____

Grievant Signature _____

Council Chairperson Signature (if desired) _____

RECORD OF PROCEDURE

Step 1 Date of Verbal Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted ___ Denied ___ Date _____

Comments _____

Employer Signature _____

Date Appealed to Next Step _____ Grievant Signature _____

Step 2 Date of Written Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted ___ Denied ___ Date _____

Comments _____

Employer Signature _____

Date Appealed to Next Step _____ Council Chairperson Signature _____

Step 3 Date of Request for Step 3 Meeting _____

Requested by (Association Representative) _____

Received by _____ Date _____

Date of Meeting _____ Disposition: Resolved _____
Unresolved _____

Comments _____

Employer's Signature _____

Date Appealed to Next Step by Association _____

APPENDIX D. DUES CHECK - OFF FORM

APPENDIX E LONGEVITY

Employees shall be entitled to longevity payments for the following amounts as determined by their seniority dates as of December 1 of such year. Such payments shall be made on the first pay period in December of each year.

5 years - 9 years of seniority	= \$ 50.00
10 years - 14 years of seniority	= \$ 200.00
15 years - 19 years of seniority	= \$ 300.00
20 or more years of seniority	= \$ 400.00

APPENDIX F ARBITRATION PANEL

APPENDIX G

LETTER OF AGREEMENT

This Agreement made and entered into between the Marquette County Health Department and the Michigan Nurses Association on the 1st day of January, 1997 and will remain in effect for the term of this contract period.


Job responsibilities and assignments of registered nurses serving the Marquette County Health Department are not always conducive to a normal work day schedule (8:00 a.m. - 5:00 p.m.) due to the diversity of services that are required in serving the population of Marquette County.

The need for flexibility in scheduling personnel is essential if programs and services are to continue to survive and grow in a competitive market. It is recognized by the Department that the professional registered nurses have cooperated in fulfilling this need and that such cooperation will continue in order to serve the best interests of their clients. The following summarizes scheduling arrangements which will continue during the term of this agreement.

- 1) Register Nurses will normally be scheduled between 8:00 a.m. and 5:00 p.m. during the weekday and will be assigned weekend responsibilities on a mutually agreed upon rotation basis as necessitated by client and the Registered Nurses needs. In case of a disagreement, the final decision will be made in the best interest of the clients.
- 2) During the week, professional Registered Nurses agree to continue to work cooperatively with respect to flexing their starting and quitting times as is reasonably necessary to meet client needs.
- 3) It is anticipated the "On-Call" program which was in effect prior to this agreement will continue during the term of this agreement in order to meet reasonable home health client needs arising between 5:00 p.m. and 8:00 a.m. on weekdays and from 5:00 p.m. until 8:00 a.m. Mondays (weekends). The Department will make a reasonable effort to assign a nursing supervisor to be available to those nurses on-call during such evening and weekend hours.
- 4) While reasonable efforts will be made to ensure eight hours of work per day for full-time nurses, the bargaining unit nurses recognize the Department's right to reduce the hours of bargaining unit employees. The Department recognizes its obligation to comply with applicable contract provisions in the event of a permanent reduction of hours/layoff. The fringe benefit package will be maintained for those employees budgeted as full-time. If a nurses status changes, (i.e., full to part-time) then the fringe benefits package would be adjusted accordingly pursuant to the collective bargaining agreement. The Department will not compensate nurses for hours not worked except that bargaining unit nurses may utilize annual-personal time to restore lost hours.
- 5) In the event it is determined there is a need for the creation of an afternoon or night shift, a special conference will be held to discuss how this may impact current nurses.

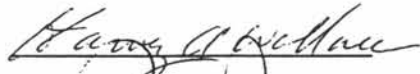
In witness whereof, the parties hereto have caused this instrument to be executed and/or ratified effective January 1, 1997


For the Association:

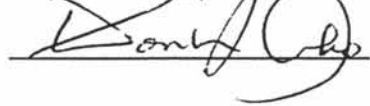


Theresa Fowler

For the Employer:







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