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AGREEMENT BETWEEN THE
COUNTY OF MONROE,
AND THE
MICHIGAN NURSES ASSOCIATION
(MONROE COUNTY HEALTH DEPARTMENT,
NURSE COUNCIL UNIT I)

Monroe County



SEPTEMBER 25, 1996 THROUGH DECEMBER 31, 1999

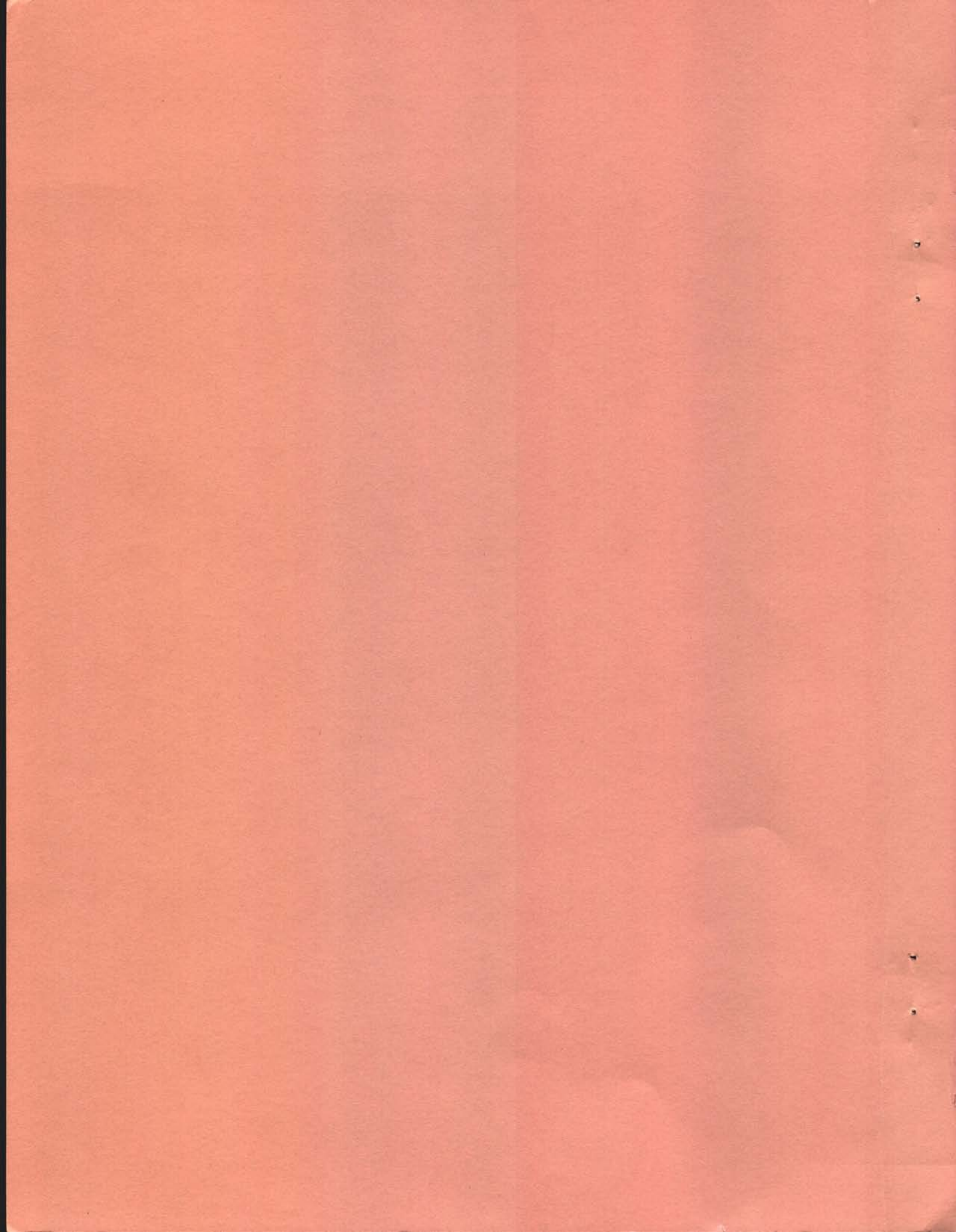


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AGREEMENT

This Agreement is entered into this 25th day of September, 1996, by and between the Monroe County Board of Commissioners (hereinafter referred to as the "Employer"), and the Michigan Nurses Association (hereinafter referred to as the "Association").

ARTICLE I PURPOSE AND INTENT

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association.

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

ARTICLE II RECOGNITION

Section 1. Unit Description. The Employer does hereby recognize the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Public Acts of 1965 of the State of Michigan, for a unit consisting of all regular full-time and part-time professional registered nurses, coordinators, nurse practitioners, or nurses awaiting appropriate Michigan registration, employed in the Monroe County Health Department, including registered professional nurses hired under or working pursuant to any program financed in whole or in part by a grant from any other governmental unit, but excluding the Health Officer, Personal Health Services Director, County Health Administrator, Nurse Supervisors, temporary employees, and all other employees. The Unit described above shall be known as the "Monroe County Health Department, Nurses Council Unit I."

Section 2. Definitions.

(a) Full-time Employee: A full-time employee shall be defined as an employee who works a full-time schedule of thirty-seven and one-half (37-1/2) hours or more per week. A full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

(b) Part-time Employee: A part-time employee shall be defined as an employee who works a regular schedule of less than thirty-seven and one-half (37-1/2) hours per week. Part-time employees shall receive no insurance or other benefits under this Agreement, but shall be allowed to purchase health insurance coverage through the Employer at cost.

(c) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Employer for a period of limited duration. A temporary employee shall not be employed for more than six (6) continuous months duration, unless the temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave of absence. A temporary employee is excluded from the bargaining unit. Every effort will be made to fill temporary positions from within the existing staff. (Example: part-time nurses who wish more hours, etc.)

(d) Pronouns of Masculine and Feminine Gender: Pronouns of masculine and feminine gender shall include each other, unless the context indicates otherwise.

ARTICLE III NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of age, race, sex, color, national origin, height, weight, religion, handicap, or marital status, membership or activity on behalf of the Association, or participation in the grievance procedure, except as permitted by state or federal law.

ARTICLE IV EMPLOYER RIGHTS

The Employer shall have the sole and exclusive right to operate the Health Department including, but not limited to, the right to determine all operations and activities; to hire and direct employees; to suspend, discipline and discharge seniority employees for cause; to promote, demote, assign, transfer, layoff, recall, or relieve employees from duty for legitimate reasons; to maintain discipline and efficiency among employees; to decide the number of employees; to establish policies and procedures; to determine the type and scope of all services to be furnished; to determine the nature and location of the facilities to be operated; to establish schedules of operation; and to determine new or improved working methods, procedures and means of providing services; provided the exercise of such rights does not violate a specific provision of this Agreement.

ARTICLE V
ASSOCIATION SECURITY

Section 1. Association Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall become members of the Association or shall pay service fees in an amount not to exceed the dues uniformly required for membership or as otherwise provided by applicable state or federal law, on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment.

Section 2. Check Off.

a. Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Association and the Employer), or they may pay dues or fees directly to the Association.

b. During the life of this Agreement and in accordance with the terms of the Authorization Form and applicable state and federal law, the Employer agrees to deduct the above referenced Association membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Association's Financial Officer shall submit to the Employer's Payroll and Personnel Departments written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

c. A properly executed copy of such Authorization Form for each employee for whom the Association membership dues or service fees are to be deducted hereunder shall be delivered by the Association to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

d. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

e. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or is not in compliance with applicable state or federal law, refunds to the employee will be made by the Association.

f. All sums deducted by the Employer shall be remitted to the Association's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Association dues or service fees have been deducted and the amount deducted from the pay of each such employee.

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

Section 3. Failure to Comply.

a. An employee in the Bargaining Unit who fails to tender to the Association either Association dues, or in the alternative, service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

(1) The Association shall notify the employee by certified or registered mail explaining that she is delinquent in not tendering required Association dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article. A copy of such notice shall simultaneously be mailed to the Employer.

(2) In addition to a copy of the letter sent to the employee, the Association shall give the following written notice to Employer at the end of thirty (30) day period set forth in Section a(1), above.

The Association certifies that (Name) has failed to tender either Association dues or service fees required as a condition of continued employment under the Collective Bargaining

Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. A copy of such notice shall, at the same time, be given by the Association to the employee.

b. Upon receipt of such notice the Employer shall communicate the Association's request for termination to the employee and advise such employee that she must pay all back dues or service fees owed the Association, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer), or she shall be terminated.

Section 4. Save Harmless. The Association shall hold harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of an action taken or not taken by the Employer for the purpose of complying with this Article, including, but not limited to, the deduction of membership dues or service fees made by the Employer from the wages of any employee(s), its reliance on any list, notice or assignment furnished by the Association, or resulting from the termination of employment of any employee(s) pursuant to the provisions of this Article.

Section 5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

ARTICLE VI ROLE OF THE NURSE

Section 1. The employees covered by this Agreement 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, and participate in the diagnosis, planning and treatment of community health needs. They provide nursing services to individuals and families at home, school, work, in hospitals, clinics, and other settings. Such employees also participate in educational programs for nurses, community groups, co-workers in public health and allied professionals. In all phases of work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

The employee also frequently serves as liaison in bringing together the professional and non-professional workers involved in ensuring continuity of care and comprehensive services to individual clients and families. The employee

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 special skills to the total configuration of public health practice.

Section 2. Except for the use of computer equipment, the parties agree that filing, typing and other routine clerical duties are not the ordinary responsibility of employees covered by this Agreement.

Section 3. The Association agrees that the role of the employee as set forth in Section 1 above presently exists and the Employer agrees that it will continue to make reasonable efforts to implement the definition of functions so that employees can be fully utilized in providing the best possible public health nursing care.

ARTICLE VII REPRESENTATION

Section 1. The Association shall be represented in the grievance procedure by a Professional Rights and Responsibilities Committee (hereafter referred to as the PR&R Committee) composed of a maximum of four (4) members of the Health Department's Nurses Staff Council.

Section 2. The Association will furnish the Employer with the names of the membership of this Committee, and their alternates.

Section 3. The PR&R Committee shall process grievances commencing at Level Two of the grievance procedure; provided, however, that the Committee or the Employer may request participation of a representative(s) of the Michigan Nurses Association State Office when a grievance reaches Step Three (3) of the grievance procedure.

Section 4. The Employer agrees to release and compensate members of the PR&R Committee at their regular rate of pay for any scheduled working hours required in processing grievances; provided, however, that such time shall not exceed three (3) hours per work week, unless specific approval for additional time is obtained from the Employer in advance. PR&R Committee members shall not be required to process grievances outside of their regularly scheduled working hours. PR&R Committee members shall, before leaving their jobs or work stations, first secure permission from their immediate supervisor. When returning from processing a grievance, they are to notify their supervisor.

Section 5. The PR&R Committee representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding a meeting at Step II or above of the grievance procedure, if an Association representative is to attend the meeting.

Section 6. Representatives of the Association may visit the employees they represent for the purposes of representing such employees in the grievance or special conference procedures of this Agreement, at reasonable times during working hours, provided that there is no interference with providing services. Arrangements for such meetings should be made with the immediate supervisor of the affected employee.

Section 7. Any grievance arising under this Article shall be filed directly at Step Three of the grievance procedure.

ARTICLE VIII PROFESSIONAL NEGOTIATION PROCEDURE

Section 1. The economic provisions of this Agreement shall not be the subject of further negotiations between the parties during the term of this Agreement. The provisions of this Agreement, dealing with the non-economic matters may become the subject of negotiation during the term of this Agreement only by mutual agreement of both parties. A request to re-open negotiations under this Article may be initiated by either party. Requests made by the Association shall be submitted in writing to the County Personnel Supervisor and requests made by the Employer shall be submitted in writing to the Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan 48864. In either case, a response to such a request shall be made in writing within thirty (30) calendar days. Such a request is a proper subject for a Special Conference which is provided for elsewhere in this Agreement.

Section 2. The parties will cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any matters approved for negotiations as provided in Section 1 above.

Section 3. In any negotiations described in this Article neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association with the approval of the Michigan Nurses Association, and the ratification of the Monroe

County Board of Commissioners. The parties mutually pledge that their respective representatives shall have the authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 4. Any agreements so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the authorized representatives of the Employer and the Association.

ARTICLE IX
SPECIAL CONFERENCES

Section 1. Special Conferences for the improvement of professional working relations, health and safety, standards of nursing practice, client care, and issues concerning the interpretation or application of this Agreement that are not currently pending under or subject to the Grievance Procedure, will be arranged upon request of the Employer or the Association. Up to three (3) members of the Nurses Staff Council, not more than two (2) non-employee representatives for the Association, the Health Officer and/or the Personal Health Services Director (or their authorized designated representatives), and such others as the Employer may select, may attend a Special Conference.

Section 2. Arrangements for Special Conferences are to be made in advance and an agenda of the matters to be taken up at the Special Conference shall be presented in writing at the time the conference is requested. A Special Conference shall be scheduled within ten (10) working days after the request is made unless a later date is mutually agreed upon. Except by prior agreement, the Employer shall not be required to schedule more than one (1) Special Conference in any calendar month. A Special Conference shall also not last longer than two (2) hours, except by agreement of the Health Officer, the Personal Health Services Director, or one of their authorized representatives.

Section 3. Members of the Association shall lose neither time nor pay for time spent in a Special Conference if it is held during working hours.

Section 4. The Association representatives may meet at a place designated by the Employer, on the Employer's property, not more than thirty (30) minutes preceding a Special Conference.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute arising under and during the term of this Agreement with respect to an alleged misinterpretation or misapplication of the express terms or conditions of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If the employee does not initiate a grievance within the specified time limits, the grievance will be barred. If an answer by the Employer is not appealed to the next step of the grievance procedure within the specified time limits, the Employer's last answer shall be considered final.

If the Employer does not respond to the grievance within the specified time limits, the grievance will be deemed denied and automatically move to the next step.

The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Association. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Association and the Employer. As used in this procedure, the term "work day" shall mean any week day, Monday through Friday, excluding holidays.

STEP ONE

Any employee with a grievance shall first discuss the grievance with her supervisor in an attempt to resolve the matter. The employee must initiate this discussion within ten (10) work days of the date of the occurrence giving rise to the grievance. A representative of the PR&R Committee may be present during the employee's discussion with the Supervisor, upon the request of either the employee or the Supervisor.

STEP TWO

If the grievance is not satisfactorily resolved at Step One, the employee shall submit the grievance in writing to the Personal Health Services Director and/or Health Officer within fifteen (15) work days of the date of the occurrence giving rise to the grievance. The grievance shall include the following:

- a. The date of the alleged violation.
- b. A statement of the facts underlining the grievance.
- c. The specific provision(s) of the agreement that were allegedly violated.

- d. The remedy sought.
- e. The signature of the grieved employee.

The Personal Health Services Director and/or Health Officer will sign for receipt of the grievance, note the date and time of receipt, and return a copy of the grievance to the employee. The Personal Health Services Director and/or Health Officer will meet with the aggrieved employee and a Representative of the Association's PR & R Committee within five (5) work days of receipt of a grievance in an attempt to resolve the grievance. A written answer will be submitted to the Representative of the Association's PR & R Committee by the Personal Health Services Director and/or Health Officer within five (5) work days of such meeting.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two, the Representative of the Association's PR & R Committee shall submit the grievance to the Employer's Personnel Supervisor within five (5) work days of receipt of the Step Two answer. The Personnel Supervisor, the Personal Health Services Director and/or Health Officer and such other persons as the Employer may deem appropriate, shall meet with the Representative of the Association's PR & R Committee as soon as a meeting can be arranged, but not later than ten (10) work days following the date of the Step Two answer, in an attempt to resolve the grievance. The Employer's Personnel Supervisor shall provide the Representative of the Association's PR & R Committee a written answer to the grievance within ten (10) work days of such meeting.

Section 2. ARBITRATION.

If the Employer's Step Three answer does not resolve the grievance, the Association may appeal the grievance to arbitration by filing a Demand for Arbitration with the Employer's Personnel Supervisor. Such Demand shall be filed no later than thirty (30) work days after a Representative of the Association's PR & R Committee receives the Employer's Step Three answer. Notification to the Personnel Supervisor shall include a copy of the Association's Demand for Arbitration and identification of the grievance, the issue(s) and the provision(s) of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Employer's Step Three disposition of the grievance shall be final.

Selection of the arbitrator shall be in accordance with the following procedure:

a. Within fifteen (15) days of the receipt of the written demand for arbitration, the Employer's Personnel Supervisor shall notify one of the following arbitrators:

Mario Chiesa
Mark Glazer
Barry Brown
Ruth Kahn

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.

b. If an arbitrator is not available to hear a case in less than six (6) months, the Personnel Supervisor may then move to the next arbitrator listed.

c. Any arbitrator on the list may be removed from the list unilaterally by either the Employer or the Association during the life of the Agreement by written notice to the other Party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice the Employer and the Association shall meet and mutually agree upon another arbitrator to replace the arbitrator who was removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.

d. If all arbitrators listed above are not available to hear the case in less than six (6) months, the Association's Demand for Arbitration shall be forwarded by the Employer's Personnel Supervisor to the American Arbitration Association and the selection of the arbitrator shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. Likewise, if the Parties mutually agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

The arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Association's Demand for Arbitration is filed. The arbitrator shall have authority to issue a subpoena compelling a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless

otherwise agreed in writing between the Employer and the Association.

The fees and approved expenses of the arbitrator shall be shared by the Association and the Employer equally. Each party shall be responsible for compensating its own representatives and witnesses. The cost of any room or other facility needed for the arbitrations shall be shared equally by the Employer and the Association. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and the one Representative of the Association's PR & R Committee, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant and the Representative of the Association's PR & R Committee shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the misinterpretation or misapplication of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or condition of this Agreement but shall not have the authority to add to, subtract from, or modify this Agreement, or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction and authority, the decision of the arbitrator shall be final and binding upon the employee(s), the Association, and the Employer. Any matter submitted to arbitration over which the arbitrator has no power to rule, shall be referred back to the parties without decision.

The retroactive effect of any claim filed under the grievance procedure shall be limited to the date of the presentation of the grievance at Step One of the Grievance Procedure. No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at her base rate as set forth in Appendix A, less any unemployment or other compensation she may have received from a source of employment during the period in question.

ARTICLE XI STRIKES AND LOCKOUTS

Section 1. The grievance procedure set forth in this Agreement provides the sole remedy for the settlement of

employee grievances. As a result, no employee or group of employees shall, either directly or indirectly, take part in or cause any strike of any sort whatsoever, whether complete or partial, against the Employer. In addition, employees shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work, or other conduct of any sort whatsoever which causes or results in interference with the normal operations of the Employer. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge, but the Association shall have recourse to the grievance procedure as to the matters of fact related to in the alleged actions of such employees.

Section 2. The Association agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend or in any way, participate in, or lend support, to any of the conduct which is prohibited by Section 1 above of this Article. The Association further agrees that it will use its best efforts to prevent any of the prohibited conduct.

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

ARTICLE XII DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall be subject to discipline or discharge for just cause. The principle of progressive discipline is recognized, except in cases of serious offenses warranting immediate suspension or termination.

Section 2. An employee may request the presence of her Association Representative (or Alternate) during a meeting in which she reasonably expects to be disciplined. When an Association Representative is requested, the disciplinary process and conversation will stop until the Association Representative (or Alternate) is present with the employee. During the meeting, the Employer's representative will advise the employee and the Association Representative (or Alternate) of the discipline contemplated and the reason for it. During this meeting, the Association Representative (or Alternate) shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 3. If a suspended or discharged employee elects to challenge such action, she shall file a grievance within ten (10) working days following the suspension or discharge at Step 3 of the Grievance Procedure. Any such grievance not meeting this time requirement shall be disallowed.

Section 4. In imposing a disciplinary penalty upon a current charge, the Employer will not take into account any prior minor infractions which occurred more than one (1) year previously.

ARTICLE XIII
SENIORITY

Section 1. All employees hired on or after the effective date of this Agreement shall be on probation for a period of ninety (90) consecutive calendar days commencing with the employee's last date of hire. During the period of an employee's probation, the employee shall be subject to termination by the Employer at any time, and for any reason not prohibited by state or federal law. The Employer shall have no responsibility for the re-employment of a probationary employee if she is laid off or discharged during the probationary period.

Section 2. After an employee has satisfactorily completed her probationary period, she shall be entered on the seniority list and credited with seniority retroactive to her date of hire.

Section 3. Employees who transfer out of the bargaining unit shall have their seniority frozen as of the date of their transfer out of the unit. Following an employee's return to the bargaining unit, she shall be recredited with all accrued seniority. Such time may not be used in determining the employee's initial placement upon return to the unit.

Section 4. A seniority list is attached to this Agreement as Appendix C. This list shall be updated annually by the Employer.

ARTICLE XIV
LAYOFF AND RECALL

Section 1. General. The Employer shall utilize the procedure set forth in Section 2 below in reducing the work force. Preceding the notification of employees of their displacement or layoff, the Employer's Personnel Supervisor and Personal Health Services Director shall meet with the Association's Labor Relations Representative or designee and Staff Council Chairperson to discuss the positions to be eliminated and to identify the individuals to be displaced and laid off.

Section 2. Layoff Procedure. Prior to the actual displacement or layoff of a temporary, probationary or

seniority employee, volunteers will be sought. Those who volunteer shall adopt the recall right of the individual employee who would have been laid off had the person being laid off not volunteered. These individuals shall be notified in writing by the County of their recall placement.

Temporary and probationary employees of the Health Department who are employed within the affected classification shall be laid off next in any order, provided the remaining employees possess the training and ability, following an appropriate orientation, to perform the duties of the position held by such person. If additional reductions are required, seniority employees of the Health Department who are employed within the affected classification shall be displaced in order of their seniority (least senior first), irrespective of their full-time or part-time status.

An employee who is being displaced shall have the right to exercise her seniority to displace a less senior employee in the same or lower pay grade and classification in any program, provided she has, with an appropriate orientation, the training and the ability to perform the duties of the position. If the employee does not displace another employee as herein provided, the employee shall be laid off.

The Employer shall provide not less than two (2) weeks' notice or pay to the employees who are laid off pursuant to this provision. The Union Chairperson shall be given a copy of said notice.

Section 3. Recall from Layoff. When vacancies occur within job classification(s) and program(s) that are the same as those formerly held by employees on layoff, the employees from those classifications and programs shall be recalled in reverse order of their being laid off.

When vacancies occur within a classification and program in which no laid-off employee previously worked, Article XVI, Vacancies, shall first be implemented. After implementation of Article XVI, Vacancies, recall shall be offered to the laid-off employees in order of their bargaining unit seniority, most senior first, provided the employee has, with an appropriate orientation, the training and the ability to perform the duties of the position.

Section 4. Reduced Work Schedules in Lieu of Layoff. Upon mutual agreement, the parties may meet and attempt to negotiate reduced work schedules in lieu of layoffs. The result of such negotiations shall be subject to ratification by the Union's membership and the Monroe County Board of Commissioners prior to becoming effective. Should the parties not agree to a reduced work schedule during negotiations and/or

the final result of such negotiation is rejected by either of the ratifying bodies as above provided, the Employer shall implement the layoff procedure set forth above.

Section 5. Emergencies. In the event of an emergency beyond the control of the Employer, arising from an Act of God, flood, fire, storm, civil disturbance, power failure, or other like events, the Employer shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) work days without regard to seniority. Employees shall be obligated to report for such emergency duty, unless excused by their Department Head, and must perform the work assigned. If such conditions exceed five (5) work days, the work force shall be adjusted according to the layoff procedure as described in this Article, except as the Employer and the Union may otherwise agree.

ARTICLE XV WORK RULES AND REGULATIONS

The Employer shall have the right to make, modify, and enforce reasonable rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees. Employees who fail to abide by such rules and regulations shall be subject to discipline up to and including termination.

ARTICLE XVI VACANCIES

Section 1. Employees who demonstrate the potential ability and aptitude for a position of increased responsibility shall be given consideration for promotion to positions covered by this Agreement when vacancies occur.

Section 2. To implement the above policy, the Employer shall, whenever a vacancy exists or a newly created job is about to be established which is subject to this Agreement, post on the department's bulletin board a notice of such vacancy or newly created job for a period of not less than five (5) work days. Any employee may apply within the deadline set forth in such notices.

Section 3. In evaluating candidates for vacancies or newly created jobs subject to this Agreement, the Employer shall consider the respective abilities, qualifications and seniority of all employees covered by this Agreement who bid for such position. If two (2) or more employees are deemed equally qualified by the Employer, the promotion shall be given to the employee with the greater continuous service. If the

Employer determines that there are no bidders qualified for the vacancy or newly created job, the Employer may hire a person from outside the bargaining unit.

ARTICLE XVII
PERFORMANCE EVALUATIONS

Section 1. Each employee shall receive a written evaluation of her work performance by her immediate supervisor within ninety (90) days of the commencement of her employment, and at least annually thereafter. A performance evaluation shall be reviewed with the employee by her supervisor. Specific recommendations for improvement in job performance may be made and explained to the employee. When an evaluation is reviewed with the employee, the employee shall acknowledge receipt of same by signing and dating it. If the employee disagrees with the evaluation, she may prepare, date, and sign a written response to be attached to the evaluation.

Section 2. Performance evaluations are not intended to be disciplinary in nature and may not be used as a step in the disciplinary procedure.

ARTICLE XVIII
HOURS OF WORK

Section 1. Work Week. The regular work week for full-time employees shall be thirty-seven and one-half (37.5) hours per week. The regular work day for full-time employees shall be seven and one-half (7.5) hours per day, Monday through Friday, from 8:30 a.m. to 5:00 p.m. excluding a one (1) hour unpaid lunch period. Full-time employees who are regularly assigned the regular work week shall not be required to work weekends or evenings on a permanent basis, except as would be required by a transfer in lieu of layoff. The regular work week for part-time employees shall be less than thirty-seven and one-half (37-1/2) hours per week.

Any employee who is scheduled to work hours other than the above will be working a non-regular work week. Current employees may apply for such non-regular positions in accordance with Article XVI, Vacancies.

Section 2. Lunch Periods/Work Breaks. Each employee who works a seven and one-half (7-1/2) hour shift shall receive a one (1) hour unpaid lunch period each work day. Such employees shall also be granted two (2) rest periods of fifteen (15) minutes duration during each work day, one in the first half and the other in the second half of the work day.

Section 3. Overtime. Employees shall not work more than their assigned work day or work week without prior approval of their supervisor. Any employee who is required to work more than thirty-seven and one-half (37.5) hours in the work week shall be paid for the excess hours at one and one-half (1.5) times her straight time hourly rate of pay or she may elect to receive compensatory time off at one and one-half (1.5) times the number of excess hours. Such compensatory time shall not exceed seven and one-half (7.5) hours per pay period and must be taken within the pay period in which it is earned. An employee electing to take compensatory time off in lieu of pay must make the request to her supervisor at least forty-eight (48) hours prior to the time off requested.

Section 4. Shift Differential. An additional stipend of \$1.00 per hour will be paid as a shift differential for hours worked after 5 p.m. Shift differentials are not payable for hours compensated with overtime. Employees who are permitted by the Employer to voluntarily flex their time shall be entitled to a shift differential.

Bargaining unit work performed on weekends and after 5 p.m. will be performed by bargaining unit employees. An employee who works a regular work week may be scheduled to work on weekends, after 5 p.m. or on holidays. Scheduling for this work may be accomplished by hiring an employee to work these times, by obtaining volunteers from the public health nursing staff, or making assignments from among the employees covered by this Agreement. In those cases where assignments are to employees covered by this Agreement, such assignments will be in inverse order of seniority and then by rotation and will include only those employees who are assigned to work in the specific program that needs coverage after 5 p.m., on weekends, or holidays.

ARTICLE XIX JOB CLASSIFICATIONS

In the event the Employer creates a new job classification in the Health Department, the Employer shall establish the duties of the classification and set the salary. The salary established by the Employer shall be considered temporary for a period of fifteen (15) calendar days following the date of written notification to the Association and the Staff Council of the creation of such new classification and salary. Within the said fifteen (15) day period, but not thereafter, the Association may request a meeting with representatives of the Employer for the purpose of negotiating the salary as established by the Employer. When an agreement is reached upon the salary, any change from that salary originally established by the Employer shall become retroactive

to the date of the establishment of the new nurse job classification.

ARTICLE XX
COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of her earnings and all deductions made for any purpose.

Section 2. Lump-Sum Wage Payments For Full-Time Employees. All full-time employees in the bargaining unit who were on the Employer's active payroll from January 1, 1995 through December 31, 1995, or the date of ratification of the Agreement by both the Association and the Employer, whichever is later, shall receive a one-time lump-sum payment (not to be added to base pay) of \$1,000.00.

All full-time employees in the bargaining unit who were hired by the Employer after January 1, 1995, and were on the Employer's active payroll as of the date of ratification of this Agreement by both the Employer and the Association, shall receive a pro-rated percentage of the \$1,000.00 lump-sum payment (not to be added to base pay), which shall be determined by dividing the number of week days worked between January 1, 1995 through December 31, 1995, by 260. The percentage thereby derived multiplied by \$1,000.00 shall determine the full-time employee's payment for 1995.

Employees hired after December 31, 1995, shall not be entitled to a lump-sum wage payment.

Section 3. Lump-Sum Wage Payment For Part-Time Employees. All part-time employees in the bargaining unit who were on the Employer's active payroll from January 1, 1995 through December 31, 1995, or the date of ratification of the Agreement by both the Association and the Employer, whichever is later, shall receive a pro-rated percentage of the \$1,000.00 lump-sum payment (not to be added to base pay) granted to full-time employees, which shall be determined by dividing the number of hours worked between January 1, 1995 through December 31, 1995, by 1,950. The percentage thereby derived multiplied by \$1,000.00 shall determine the part-time employee's payment for 1995.

All part-time employees in the bargaining unit who were hired by the Employer after January 1, 1995, and were on the Employer's active payroll as of the date of ratification of this Agreement by both the Employer and the Association, shall

receive a prorated percentage of the \$1,000.00 lump-sum payment (not to be added to base pay) granted to full-time employees, which shall be determined by dividing the number of hours worked between January 1, 1995 through December 31, 1995, by 1,950. The percentage thereby derived multiplied by \$1,000.00 shall determine the part-time employee's payment for 1995.

Employees hired after December 31, 1995, shall not be entitled to a lump-sum wage payment.

Section 4. Base Wages. The base rates for classifications covered by this Agreement are set forth in Appendix A of this Agreement. All employees shall be compensated at the rate specified for their pay grade, classification and full-time or part-time status, as provided for in Appendix A of this Agreement.

New hires shall commence at the start rate specified for their respective job classifications and pay grade. Upon completion of six (6) months service in that salary grade, the employee shall advance to the six (6) month step. Upon the completion of an additional six (6) months service (i.e. a total of twelve (12) months service in that salary grade), the employee shall advance to the twelve (12) month step. Employees shall thereafter advance to each successive step of the salary schedule after twelve (12) months service at each such step until they reach the maximum step of their pay grade.

Section 5. Transfers From Full-Time To Part-Time Status. An employee who transfers from full-time to part-time status shall forfeit all eligibility for insurance benefits and all other fringe benefits provided for under this Agreement, effective with the date of said transfer.

Section 6. Transfers From Part-Time To Full-Time Status. An employee who transfers from part-time to full-time status shall have her hours worked as a part-time employee equated to full-time service for purposes of placing her on the appropriate step of the salary schedule and determining the date on which her insurance benefits will commence. All other fringe benefits shall commence effective with the date of the employee's transfer to full-time status.

Section 7. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Section. Full-time employees on the Employer's Payroll as of December 31, 1988, shall be entitled to longevity pay subject to the following provisions:

a. An employee must have at least five (5) years of continuous service and receive compensation for at least 1,000 hours during the twelve (12) month period immediately preceding

December 1 of each calendar year in order to be eligible for longevity pay.

b. Longevity pay shall be based upon the number of years of continuous service an employee has worked for the Employer determined as of December 1 of each calendar year and shall be in the amount of \$125.00 for the first five years of continuous service, and \$25.00 for each year of continuous service thereafter.

c. Employees shall not be entitled to any longevity pay if their employment with the Employer is terminated for any reason prior to December 1 of any calendar year.

d. An Employee who retires under Article XXII, Retirement and Retiree Health Care, or dies shall be entitled to prorated longevity benefits if all other requirements are met. The pro-rated longevity pay will be based upon the time from December 1 to the day of retirement or death.

e. Longevity payments will be in a separate paycheck.

Section 8. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies.

a. If an employee is promoted to a classification in a higher pay grade, her base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, \$0.10 above the base rate she was last paid in her former position.

b. If an employee is transferred to a classification in the same pay grade, her base pay shall remain the same.

c. If an employee is transferred to a classification in a lower pay grade, she shall be placed at the same step on the salary schedule in such lower graded position as the step on which she was placed at the time of her transfer and her base rate reduced accordingly.

Section 9. Pay Adjustments for Temporary Transfers.

An employee who is temporarily transferred to another position shall receive the rate of pay for the job classification to which she is temporarily assigned only if the period of transfer is more than five (5) consecutive working days. After this time, the temporarily transferred employee shall receive the rate of pay for the job classification to which she is temporarily assigned, or her former rate of pay, whichever is higher. If the period of transfer is less than five (5) consecutive working days, the transferred employee shall only be paid the rate of pay for her regular job classification during the period of such temporary assignment.

ARTICLE XXI
INSURANCE

Section 1. Health Care Benefits.

a. Effective October 1, 1996, the Employer agrees to provide each regular, full-time* seniority employee and their eligible dependents the Traditional Blue Cross/Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option - 1 (150/300; 80/20), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred RX \$5.00 co-pay (mail order drugs at 50% of co-pay),** subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

* Part-time employees may participate in the Employer's Health Care Benefits Program at their own expense.

** Effective January 1, 1999, the preferred RX co-pay (mail order drugs at 50% of co-pay) shall be increased from \$5.00 to \$10.00.

b. To qualify for health care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XXIII, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for her benefit costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

d. Except as otherwise provided under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

e. An employee who is on layoff or leave of absence for more than two weeks or who terminates may elect under COBRA to continue the coverage herein provided at her own expense.

f. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

g. To be eligible for health care benefits as provided above, an employee must document all coverage available to her under her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

Section 2. Voluntary Withdrawal from Health Care Plan.

a. Any employee who can secure health care benefits from another source and desires to withdraw from the Employer's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the County Administrator.

b. The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee. This date will be binding on all parties.

c. An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

d. An employee who has withdrawn from the plan may apply to be reinstated into the plan, provided she demonstrates that she can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator. The County Administrator will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 3. Dental Care Benefits.

a. The Employer shall provide such regular, full-time seniority employee the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on

the day following the employee's ninetieth (90th) day of continuous employment.

b. To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than two weeks, the employee will be responsible for her benefit costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

d. Except as otherwise provided under COBRA, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

e. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

f. The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 4. Vision Care Benefits.

a. The Employer shall provide each regular, full-time seniority employee the vision care benefits in effect as of the date of this Agreement, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

b. To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for her benefits costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

d. Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

e. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

f. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 5. Internal Revenue Code Section 125 Cafeteria Plan

a. Effective on or before September 1, 1996, the Employer agrees to make available to employees a Cafeteria Plan under Section 125 of the Internal Revenue Code that will permit employees to purchase health care and dependent care benefits on a pre-tax basis. This Plan shall be subject to all applicable provisions of the Internal Revenue Code.

b. The Employer may, at its discretion, appoint a third party to administer its Section 125 Cafeteria Plan.

Section 6. Term Life and Accidental Death and Dismemberment Benefits.

a. The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in the amount of \$30,000.

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

b. To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for her benefit costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

d. An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of not more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

e. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 7. Disability Benefits.

a. The Employer agrees to continue to provide each regular, full-time seniority employee the following disability

benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

b. For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to her occupation, provided that the employee shall be deemed not to be disabled if she engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which she is reasonably fitted by education, training or experience.

If, at the end of the initial twenty-six (26) week disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time she went on disability, for such time as the employee is eligible to receive disability benefits for two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of her disability benefits.

c. The amount of disability income benefits provided by the Employer shall be 67% of the employee's gross basic monthly earnings with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. The maximum benefit period shall be two (2) years.

d. Disability benefits are subject to reduction by any of the following other income benefits for which the employee may be eligible:

- Social Security Disability Benefits
- Workers' Compensation Disability Benefits
- Pension Disability Benefits
- Disability Benefits under any "no-fault" automobile reparation insurance law.

The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully apprised in writing of his eligibility for and the status of said benefits and provide the Employer with such certification as it may require.

e. The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

f. Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's Personnel Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

g. No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for her examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and her examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

h. The Employer shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for her eligible family, up to one (1) year from the disability. The Employer may, at its discretion, extend

said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if possible.

i. Successive periods of disability separated by less than two weeks of full-time employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

j. No payment will be made for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.

k. When an employee is on disability, she shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Employer.

l. Disability payments shall be made on a bi-weekly basis.

m. To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as she enrolls and makes proper application during an open enrollment period.

n. An employee's disability benefit plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

o. The disability benefits plan herein provided is presently self-insured by the Employer. The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

Section 8. Workers' Compensation. The Employer shall provide coverage for all employees under the Michigan Workers' Compensation Disability Act.

ARTICLE XXII
RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan. The Employer agrees to maintain the Monroe County Employee's Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to said retirements is two percent (2%) of the employee's final average monthly compensation multiplied by her years of credited service. Final average compensation is the monthly average of the compensation paid an individual during the period of thirty-six (36) consecutive months of her credited service, producing the highest average, contained within the period of 120 months of her credited service immediately preceding the date her employment with the Employer last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employee's Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

Section 2. Retiree Health Care Plan. Effective October 1, 1996, the Employer shall provide retirees who are receiving benefits under the Monroe County Employees' Retirement System Ordinance, Blue Cross/Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option-1 (150/300; 80/20), mammograms, pap-smear, FAE-RC, Hospice, Ind. Case Mgt., preferred RX \$5 copay (mail order drugs at 50% of copay)*, or equal or better coverage, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. At age 65, the retiree must enroll in part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Complimentary Coverage Option-2 plus 1, with prescription Co-Pay program, or equal or better coverage. The

Employer shall pay 100% of the health care costs for the retiree only.

[*Effective January 1, 1999, the preferred RX co-pay (mail order drugs at 50% of co-pay) shall be increased from \$5.00 to \$10.00.]

A participating retiree's spouse and *eligible dependents shall also be permitted to participate in the above described Retiree Health Care Plan; provided, however, a retiree's spouse who has health care benefits paid for by the spouse's employer shall not be allowed to participate in this Employer sponsored Retiree Health Care Plan. (If such spouse subsequently becomes ineligible for said alternate coverage, the spouse may apply for coverage under this Agreement within thirty (30) days of the loss of coverage or during the annual open enrollment period.) The Employer shall pay 50% of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of the retiree spouse's and *eligible dependents health care illustrated premiums for each year of credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium.

The retiree's spouse shall be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the Retiree Health Care Plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

Section 3. Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health

Care Fund." The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired after the effective date of this Agreement shall contribute 1.5% of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Section 4. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

*Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).

ARTICLE XXIII LEAVES OF ABSENCE

Section 1. Sick Leave. As of July 1, 1986, all accumulated sick leave for employees was frozen and placed in a bank. Employees with banked sick days may utilize them for illness. Unused sick days will be maintained in the bank and the employee shall be paid for one-half (1/2) of those unused days at the same rate paid that employee when she terminates her employment. In those instances in which an employee terminates and receives payment for accumulated sick leave, the position vacated by the employee will remain vacant until the accumulated sick time benefits of that employee have been exhausted. Exceptions can be made in extraordinary situations by the Employer.

On January 1 of each year, each full-time seniority employee shall be credited with six (6) sick days. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) At the end of each year, all employees will be paid for one-half (1/2) of the unused sick days at the rate of pay for that

employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

Utilization of sick leave benefits is subject to the following conditions:

a. Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform regular duties.

b. Sick pay benefits will not be granted before they have been earned.

c. Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Personal Health Services Director or her designee not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.

d. The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.

e. In the event an employee receives sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits, the Employer may cancel an equal number of sick days previously accrued or to be accrued by the employee.

f. The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked on the day(s) such benefits are used.

g. Sick leave may be used in one-quarter hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had she not been on sick leave.

Section 2. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if she has been employed for at least twelve (12) months and works at least 1250 hours during the

twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

a. for the birth of a son or daughter of the employee and to care for such child.

b. for the placement of a child with the employee for adoption or foster care.

c. to care for a spouse, child or parent of the employee if the former has a serious health condition, or

d. because of a serious health condition of the employee which renders her unable to perform the functions of her position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article XXI, Insurance, Section 6, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article XXI, Insurance, Section 6, Disability Benefits.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA leave, the employee shall be placed in the position to which she would have otherwise been entitled had she been working at the time of the position's elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but

in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders her unable to perform the functions of her position, the employee shall utilize all but twelve (12) accrued paid leave days. After the employee has exhausted all but twelve (12) accrued paid leave days she may, at her option utilize additional accrued paid time off, if available, or take the remaining portion of the twelve (12) workweeks of leave on an unpaid basis.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her spouse, child or parent should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that the employee is needed for such care.

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Employer informed regarding her status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any

of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 3. Personal Leave Days. Effective January 1, 1996, regular full-time employees who have completed one (1) year of service, shall be credited with three (3) personal leave days each calendar year. Effective January 1, 1997, regular full-time employees who have completed one (1) year of service shall be credited with four (4) personal leave days each calendar year. (Employees who complete one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.) Such days cannot be carried over from one calendar year to the next. Any unused personal days shall be forfeited.

Section 4. Extended Personal Leave. Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence for compelling reasons. Personal leaves may be approved by the Director of Personal Health Services for an initial period of up to thirty (30) days. Extensions may be approved for a maximum period of an additional thirty (30) days at the discretion of the Director of Personal Health Services. Applications for personal leave shall be filed in writing with the Director of Personal Health Services and shall provide a detailed explanation of the reason for the leave. Where possible, leave requests should be submitted not less than ten (10) days prior to the desired commencement date of the leave, or any extensions of the leave. In all events, applications must be received prior to the commencement of a leave or the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

a. Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.

b. The employee must keep the Director of Personal Health Services informed of any change in status or any change in the conditions which caused the request for the leave.

c. The employee must not engage in any gainful employment during such a leave.

d. Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all employer paid insurances will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated

upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Blue Cross/Blue Shield, Dental, Optical, and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

Section 5. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 6. Association Leave. The Employer will grant an Association leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to an Association position or selected by the Association to attend a labor convention or educational conference. Two (2) weeks advance written notice may be required for any such leave. Not more than one (1) employees shall be entitled to leave under this Section at any one time. Such leave shall be without pay. During the leave, benefits under this Agreement shall not accumulate or accrue. At the conclusion of the leave, the employee shall be placed at the same salary level and in the same position as the employee held at the time the leave commenced.

Section 7. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated if she does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, step-children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral of a sister-in-law, brother-in-law, spouse's grandparent and stepgrandchildren. The Employer agrees to allow the employee to use additional personal or vacation days to attend a funeral of a member of her immediate family, but not to exceed a total of five (5) days.

Section 8. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid

the difference between the jury duty fee received for such jury service and the employee's then current wage which she would have received if she had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 9. Court Leave. An employee subpoenaed as a witness to testify in connection with any matters arising out of her employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Employer.

ARTICLE XXIV HOLIDAYS

Section 1. Full-time seniority employees who meet all of the eligibility requirements set forth below shall be paid their regular straight-time hourly rate, exclusive of shift differential, for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Birthday
- Good Friday (1/2 Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

To be eligible for holiday pay, full-time seniority employees shall meet all of the following eligibility requirements:

a. The employee must work the last scheduled work day before and the next scheduled work day after the holiday, or the day of observance of the holiday, unless on pre-approved vacation or personal time, funeral leave, hospitalization, and other reasons specifically approved by the Personal Health Services Director.

b. The employee must have otherwise been scheduled to work on the day if it had not been observed as a holiday.

Section 2. If any of the designated holidays fall on Saturday or Sunday and the preceding or following day is not observed as the holiday by the Employer, there shall be no additional pay for such day, but if the Employer designates a scheduled work day as the day of observance of one of the designated holidays in lieu of the holiday, such designated day shall be treated as the holiday for the purpose of this Article.

Section 3. An employee who is on a leave of absence at the time a holiday occurs will not be paid for that holiday; provided, however, that an employee who is on an approved sick leave will not be charged for a sick day if a holiday occurs during that sick period.

An employee who is on layoff at the time a holiday occurs will not be paid for that holiday unless the layoff was caused by a reduction in the Employer's staff which commenced during the work week prior to or during the work week in which the holiday occurs.

Section 4. If any of the designated holidays fall on Sunday and the following day is observed as the holiday by the County of Monroe, the day of observation shall be considered as the holiday for the purpose of this holiday pay Article. If any of the designated holidays fall on Saturday or if any fall on Sunday and the following day is not observed as the holiday by the County of Monroe, there shall be no additional pay for such day, except that employees who are scheduled to work and report for work on such day shall be entitled to pay, in accordance with the provisions of Section 5 of this Article.

Section 5. Employees who are required to work on a holiday designated by this Agreement shall be paid for such work at two (2) times their straight-time hourly rate of pay or, if full-time, they may elect to receive compensatory time off during the same pay period in twice the amount of time worked. Such pay and compensatory time will be in addition to holiday pay. Such compensatory time shall be scheduled by the program supervisor in the pay period except in the case of work at the end of a pay period, in which event the time may be taken within the next pay period.

Section 6. Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

Section 7. Holiday hours paid for but not worked shall be considered as hours worked for overtime purposes.

ARTICLE XXV
VACATION

Section 1. All full-time seniority employees shall earn vacation hours for each *qualified calendar month worked from January 1st each year.

The minimum vacation period, at any one time, is to be one (1) hour.

Vacations can only be carried forward one (1) additional fiscal year. Any vacation not taken within a two-year period will be forfeited.

Every new full-time seniority employee who has been employed six *qualified calendar months is eligible for one (1) week of vacation credit. Commencing with the seventh (7th) *qualified calendar month through the eighteenth (18th) *qualified calendar month the employee is employed, the employee will earn five (5) hours per *qualified calendar month.

After eighteen (18) *qualified calendar months, the employee will earn vacation hours as follows:

<u>From:</u>	<u>To:</u>	<u>Earned Monthly Vacation Time:</u>
7 *qual.cal.mo.	- 18 *qual.cal.mo.	5.0 hrs. per*qual.cal.mo.
19 *qual.cal.mo.	- 60 *qual.cal.mo.	6.25 hrs. per*qual.cal.mo.
61 *qual.cal.mo.	- 84 *qual.cal.mo.	8.13 hrs. per*qual.cal.mo.
85 *qual.cal.mo.	-144 *qual.cal.mo.	9.38 hrs. per*qual.cal.mo.
145 *qual.cal.mo.	-180 *qual.cal.mo.	11.25 hrs. per*qual.cal.mo.
181 *qual.cal.mo.	-240 *qual.cal.mo.	12.5 hrs. per*qual.cal.mo.
241 *qual.cal.mo.	-over	15.63 hrs. per*qual.cal.mo.

Section 2. Vacation pay shall be based upon the salary the employee is earning at the time the vacation is taken. Vacation may not be taken until it is fully earned.

Section 3. Vacation payments will be made as part of the Employer's regular payroll. No special vacation payments will be made.

Section 4. Vacations shall be scheduled by the Employer. Employees shall be given preference in the selection of available vacation periods based upon seniority. After selections are approved, they shall be final except for emergencies. Vacation requests shall not be unreasonably denied.

Section 5. In the event of an employee's death, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned but not taken as of the date of termination, will be paid as part of the employee's final wages on the pay period following their termination.

Section 6. In the event a vacation period contains a holiday, the employee shall make prior arrangements with her supervisor to either have an additional vacation day added to her vacation or schedule an additional vacation day off at a subsequent time.

Section 7. For purposes of this Agreement, *qualified calendar month means a month that the employee receives at least twelve (12) working days pay and is on the payroll on the first and last day of that month.

ARTICLE XXVI
EDUCATIONAL COURSES

Section 1. Employees with one (1) or more years of service who desire to enroll at an accredited educational institution in a course which would aid in performance of services to the Employer and contribute to her professional growth, may submit an application to the Employer for reimbursement of the cost of tuition and books. To be eligible for consideration, such application must be submitted in advance of the employee commencing such course(s).

Section 2. The employee's letter of application shall identify the educational institution, the course or courses to be taken by title and course number, and days and hours of attendance. The application shall also provide a short description of the content of the course and the projected cost of tuition and books. The Employer shall approve or disapprove the application on a reasonable basis by written notice to the employee within thirty (30) calendar days of receipt of said application.

Section 3. Upon proof of satisfactory completion of the course(s) and the amount actually expended for tuition and books, the employee will be reimbursed for such expenses or such portion thereof as the Employer approves pursuant to Section 2 above. The employee must be on the Employer's payroll in good standing at the time the reimbursement is made and must continue employment with the Employer for three (3) years after completion of the course or courses. If the employee voluntarily terminates employment or is terminated for misconduct within such three (3) year period, the employee shall reimburse the Employer for all amounts expended under this Article.

Section 4. An employee who enrolls in an approved course or courses may, at the discretion of the Employer, also be allowed time off, without pay, to attend such courses if they are scheduled during working hours.

ARTICLE XXVII PROFESSIONAL MEETINGS

Section 1. Employees are encouraged to attend professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of employees in their professional capacity.

Section 2. Employees who desire to attend a professional meeting shall submit a written request to their supervisor. Permission to attend a professional meeting may be granted consistent with the Employee's assigned duties.

Section 3. Employees shall be informed in advance whether their attendance will be with or without pay and the extent of reimbursement, if any, to be made by the Employer for out-of-pocket expenses incurred in such attendance.

ARTICLE XXVIII CLOTHING

Section 1. Employees covered by this Agreement shall be required to wear clothing that is professional in appearance, neat, clean, unwrinkled, and in good repair.

Section 2. Each full-time seniority employee covered by this Agreement will be provided an annual clothing allowance in the amount of \$250.00. Each part-time employee who works more than fifty percent (50%) of full-time will also receive an annual clothing allowance of \$250.00. Part-time employees who work less than fifty percent (50%) of full-time will receive a

clothing allowance of \$125.00. Employees who have not obtained seniority as of the effective date of this Agreement, or who are hired after the effective date of this Agreement, shall receive the initial clothing allowance within one month following the date the employee obtains seniority under the provisions of the Agreement.

Section 3. Employees having seniority as of the effective date of this Agreement will receive their annual clothing allowance in four (4) equal installments payable as of the pay period closest to March 31, June 30, September 30 and December 31 during each calendar year of this Agreement. Employees who have not obtained seniority as of the effective date of this Agreement, or who are hired after the effective date of this Agreement, will receive the annual clothing allowance in four (4) equal installments commencing with the pay period following their respective anniversary date of obtaining seniority, and quarterly thereafter.

ARTICLE XXIX GENERAL PROVISIONS

Section 1. Copy of Agreement. The Association shall provide a copy of this Agreement to each Employee.

Section 2. Use of Private Vehicles. Employees who are required to use their private vehicles in the performance of their assigned duties shall be paid for actual trip mileage incurred each month at the rate of \$0.31 per mile, or such higher rate as may hereafter be established for employees by the Employer. The employee must maintain accurate records of the number of miles such vehicle has been used, the date of use, the address of the places visited, and the distance between each place that was visited. Employees shall submit completed travel vouchers to their supervisors on or before noon of the second Monday of each month for all reimbursable mileage expenses incurred the preceding month. Mileage reimbursement checks shall be issued within two (2) weeks after the travel vouchers have been submitted to the Supervisor for payment.

Section 3. Payment of Automobile Insurance Deductibles. In the event an employee is involved in an automobile accident in the course of her employment in which she does not receive a traffic citation or if a citation is issued and the Employee is found not guilty, or the charges are dismissed, the Employer will pay \$100.00 toward any deductible charge exceeding \$100.00 that is incurred by the Employee.

Section 4. Use of Meeting Rooms. With the prior consent of the Personal Health Services Director, the Association may use available rooms at the Health Department for Association meetings.

Section 5. Bulletin Boards. The Association shall have the right to use designated bulletin boards to announce local, regional, national, or state meetings and to otherwise inform its members of matters of professional interest.

Section 6. Changes in the Bargaining Unit. The Employer shall submit to the Association the names of employees who are employed under this Agreement or who change positions and are excluded from the bargaining unit.

Section 7. Resignation of Employment. Employees shall give the Employer at least two (2) weeks advance written notice of resignation.

ARTICLE XXX SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Association, and the Employer's employees which the Association represents. This Agreement supercedes and cancels all prior agreements, oral or written, between the Employer and the Association, and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Association.

Section 2. Subject to the provisions of Article VIII, Professional Negotiation Procedure, of this Agreement, the Employer and Association 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 the right and opportunity are contained in this Agreement. Therefore, except as expressly provided otherwise in this Agreement, 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 obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or

both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any agreement reached between the Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

ARTICLE XXXI
DURATION

This Agreement shall be effective September 25, 1996, and shall continue in full force and effect until midnight December 31, 1999, and thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to December 31, 1999, or any anniversary date thereof, notifies the other party in writing of its desire to amend, modify or terminate the Agreement. Such proper and timely notification shall have the effect of terminating the entire Agreement on the expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their signature to this Agreement at Monroe, Michigan, this 15 day of OCTOBER, 1996.

MONROE COUNTY BOARD OF
COMMISSIONERS

Raymond L. Weber
Chairman

MICHIGAN NURSES ASSOCIATION

Jane M. Goldsmith
Barbara J. Storch
Katherine Moore
Patricia K. Cleary
Barbara J. Dunaway
Lawrence

APPENDIX A
WAGE SCHEDULE

FULL-TIME
1995

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$13.43	\$14.08	\$14.77	\$15.42	\$16.12	\$16.77
COORD. (08)	\$14.22	\$14.96	\$15.68	\$16.41	\$17.16	\$17.85
PRACT. (09)	\$15.90	\$16.78	\$17.61	\$18.49	\$19.34	\$20.19

PART-TIME
1995

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$14.10	\$14.78	\$15.51	\$16.19	\$16.93	\$17.61
COORD. (08)	\$14.93	\$15.71	\$16.46	\$17.23	\$18.02	\$18.74
PRACT. (09)	\$16.70	\$17.62	\$18.49	\$19.41	\$20.31	\$21.20

FULL-TIME
EFFECTIVE 1/1/96

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$13.83	\$14.50	\$15.21	\$15.88	\$16.60	\$17.27
COORD. (08)	\$14.65	\$15.41	\$16.15	\$16.90	\$17.67	\$18.39
PRACT. (09)	\$16.38	\$17.28	\$18.14	\$19.04	\$19.92	\$20.80

PART-TIME
EFFECTIVE 1/1/96

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$14.52	\$15.22	\$15.98	\$16.68	\$17.44	\$18.14
COORD. (08)	\$15.38	\$16.18	\$16.95	\$17.75	\$18.56	\$19.30
PRACT. (09)	\$17.20	\$18.15	\$19.04	\$19.99	\$20.92	\$21.84

FULL-TIME
EFFECTIVE 1/1/97

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$14.24	\$14.94	\$15.67	\$16.36	\$17.10	\$17.79
COORD. (08)	\$15.09	\$15.87	\$16.63	\$17.41	\$18.20	\$18.94
PRACT. (09)	\$16.87	\$17.80	\$18.68	\$19.61	\$20.52	\$21.42

PART-TIME
EFFECTIVE 1/1/97

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$14.96	\$15.68	\$16.46	\$17.18	\$17.96	\$18.68
COORD. (08)	\$15.84	\$16.67	\$17.46	\$18.28	\$19.12	\$19.88
PRACT. (09)	\$17.72	\$18.69	\$19.61	\$20.59	\$21.55	\$22.50

FULL-TIME
EFFECTIVE 1/1/98

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$14.67	\$15.39	\$16.14	\$16.85	\$17.61	\$18.32
COORD. (08)	\$15.54	\$16.35	\$17.13	\$17.93	\$18.75	\$19.51
PRACT. (09)	\$17.38	\$18.33	\$19.24	\$20.20	\$21.14	\$22.06

PART-TIME
EFFECTIVE 1/1/98

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN (07)	\$15.41	\$16.15	\$16.95	\$17.70	\$18.50	\$19.24
COORD. (08)	\$16.32	\$17.17	\$17.98	\$18.83	\$19.69	\$20.48
PRACT. (09)	\$18.25	\$19.25	\$20.20	\$21.21	\$22.20	\$23.18

FULL-TIME
EFFECTIVE 1/1/99

		<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN	(07)	\$15.11	\$15.85	\$16.62	\$17.36	\$18.14	\$18.87
COORD.	(08)	\$16.01	\$16.84	\$17.64	\$18.47	\$19.31	\$20.10
PRACT.	(09)	\$17.89	\$18.89	\$19.82	\$20.81	\$21.77	\$22.72

PART-TIME
EFFECTIVE 1/1/99

		<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
PHN	(07)	\$15.87	\$16.63	\$17.46	\$18.23	\$19.06	\$19.82
COORD.	(08)	\$16.81	\$17.69	\$18.52	\$19.39	\$20.28	\$21.09
PRACT.	(09)	\$18.80	\$19.83	\$20.81	\$21.85	\$22.87	\$23.88

APPENDIX B

VOLUNTARY DUES/SERVICE FEES DEDUCTION FORM

MICHIGAN NURSES ASSOCIATION
2310 JOLLY OAK ROAD
OKEMOS, MICHIGAN 48864

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the COUNTY OF MONROE to deduct monthly from my earnings a sufficient amount to provide for the regular payment of membership dues, service fees and assessments to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues, service fees and assessments established from time to time by the Association in accordance with its constitution and bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association and are to be remitted to the Michigan Nurses Association.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods unless revoked by me. Such revocation shall be effected by written notice by certified mail to the Employer and the Michigan Nurses Association.

License Number: _____ Social Security Number: _____

SIGNATURE

DATE

APPENDIX C

MONROE COUNTY HEALTH DEPARTMENT, NURSE COUNCIL UNIT I
SENIORITY LIST

<u>NURSE</u>	<u>CLASSIFI-</u> <u>CATION</u>	<u>GRADE</u>	<u>STATUS</u>	<u>SENIORITY</u> <u>DATE</u>
Roxann Satkowski	PHN	P07	Part-Time	10/01/79
Dianne McCagg	PHN	P07	Full-Time	09/23/81
Louise Proctor	Coordinator	P08	Full-Time	03/31/86
Joyce Laming	Coordinator	P08	Full-Time	07/21/86
Janet Kesler	PHN	P07	Full-Time	11/10/86
Janice Schnorberger	PHN	P07	Part-Time	07/24/87
Patricia Bourgeois	PHN	P07	Full-Time	01/06/88
Susan Coatley	PHN	P07	Part-Time	10/03/88
Barbara Marsh	PHN	P07	Full-Time	05/31/89
Melinda Stadler	PHN	P07	Part-Time	11/07/89
Pamela Zorn	PHN	P07	Full-Time	09/17/90
Patricia Beach	PHN	P07	Full-Time	02/22/90
Barbara Binkley	PHN	P07	Full-Time	06/04/90
Christine Morelli	PHN	P07	Part-Time	07/12/90
Barbara Jaworski	PHN	P07	Part-Time	09/05/90
Katherine Moore	PHN	P07	Full-Time	11/26/90
Josephine Terassi	PHN	P07	Part-Time	12/20/90
Deborah Zimmerman	PHN	P07	Full-Time	08/03/92
Patricia Clinger	PHN	P07	Full-Time	12/21/92
Margaret Davis	PHN	P07	Part-Time	04/05/93
Jane Goldsmith	Coordinator	P08	Full-Time	05/17/93
Cynthia Ruggiero	PHN	P07	Part-Time	05/17/93
Lois Turbett	PHN	P07	Full-Time	06/14/93
Barbara Stock	PHN	P07	Full-Time	12/01/93
Kathryn Kise	Nurse Practitioner	P09	Part-Time	01/06/94
Cynthia Williams	PHN	P07	Part-Time	03/07/94
Heather Miles	PHN	P07	Full-Time	03/31/94
Lorna Carter	PHN	P07	Full-Time	05/09/94
Janice Stotz	PHN	P07	Part-Time	05/16/94
Shawn Maviglia	PHN	P07	Part-Time	10/02/95
Beth Thibault	PHN	P07	Part-Time	08/05/96

APPENDIX D

MEMORANDUM OF UNDERSTANDING

RE: UNIT II SENIORITY LIST

Employees who are presently in MNA Unit II shall be credited with seniority for their prior service as a PHN, Coordinator, or Practitioner in MNA Unit I, as follows:

	<u>Hire In Date</u>	<u>Promotion Date To Supervisor</u>
Darlene Wahr	05-13-68	12-16-78
Connie Harvell	08-31-70	02-24-86
Jolinda Linn	04-01-74	07-30-84

Signed this 15 day of October, 1996.

MONROE COUNTY BOARD OF
COMMISSIONERS

Raymond L. Wood
Chairman

MICHIGAN NURSES ASSOCIATION

Jane M. Goldsmith
Barbara J. Stork
Kathleen Moore
Patricia K. Clegg
Barbara J. Dunley
[Signature]