

3817

12/31/98

COUNTY OF SAGINAW

and

MICHIGAN NURSES ASSOCIATION

TERM OF AGREEMENT

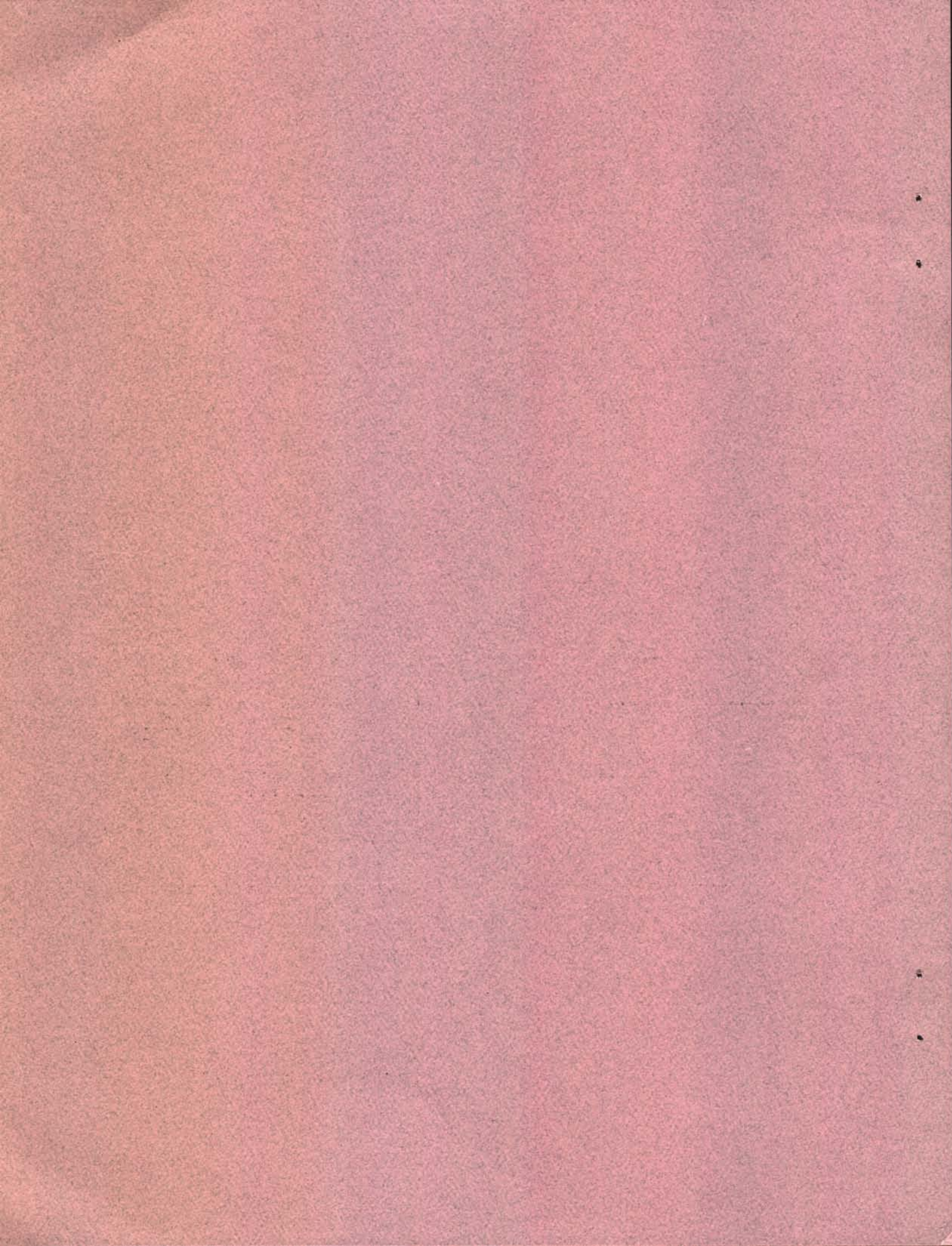
January 1, 1995

to

December 31, 1998

Signed April 24, 1996

Saginaw County



Concordance

Bulletin Boards	40
Bumping	19-21
Call In	23
Code of Ethics	16
Compensatory Time	23, 26
Conferences	10-12
Deduction	8, 9
Defined Contribution	5, 38, 39
Definition	5, 16
Dental Insurance	35, 37
Disability Leave	31
Discharge	7, 10, 14, 15, 19, 21
Discipline	13-15, 18, 19
Dual Coverage	37
Dues	7-9
Educational	16, 31, 33
Effective Date	7, 22, 34, 36
Employees Covered	7
Evaluations	17, 18
Evening Meeting	23
Facilities	39
Family and Medical Leave	32, 33
Grievance Procedure	10, 13-15, 19
Health Insurance	33, 34, 37, 38
Holidays	13, 25, 26
Hospitalization	33, 35
Hours of Work	22
ICMA	5, 38, 39
Injury	19, 27, 36
Insurance	29, 31-38
Jury Duty	30
Leave of Absence	27-31, 37
Leaves	6, 22, 23, 28, 31, 37
Liability Insurance	36
Life Insurance	31, 36, 37
Management	4, 20, 34
Medicare	34, 35
MERS	5, 39
Mileage	5, 24, 33
Military Leave	30
Notices	21
Option to Health Insurance	38

Overtime	12, 22, 23, 26, 30
Paid Time Off	26, 32
Payroll	5, 8, 9
Personal Leave	31, 32
Professional Meetings	32
Promotions	17
PTO	6, 25-32, 36
Reassignment	17
Recall	19, 21
Recognition	4
Rest Periods	23
Retiree Health Insurance	34
Retirement System	38
Role of Public Health Nurse	16
Safety	11, 16, 40
Salaries	21, 22
Salary	5, 22, 26, 27, 30, 43
Security	4, 6, 7, 9, 19, 20, 35
Seniority	6, 17, 19-21, 28, 30, 37
Temporary Employees	6, 20
Term of Agreement	1, 40
Termination	5, 7-9, 19, 27, 31, 39
Training	6, 18, 20, 21, 30
Travel	29
Uniform Allowance	23
Vacation	5, 26

ARTICLE 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the County of Saginaw, hereinafter referred to as the EMPLOYER, and Michigan Nurses Association, hereinafter referred to as the ASSOCIATION in its capacity as representative of the Employees, so as to serve the best interests of the parties and the community.

The parties recognize that the interest of the community and the job security for the employees depends upon the EMPLOYER'S success in establishing proper services for the community.

To these ends the EMPLOYER and the ASSOCIATION encourages, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2. MANAGEMENT'S RIGHTS

The management of the County of Saginaw/Health Department in all its phases and details, shall remain vested in the EMPLOYER; however, the EMPLOYER shall recognize the rights of the Employee and the ASSOCIATION under the contract.

ARTICLE 3. RECOGNITION

Section 1.

The Saginaw County Board of Commissioners hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all persons employees as full-time and part-time registered professional nurses as defined in Article 4, by the Saginaw County Department of Public Health, excluding the Personal and Preventive Health Services Director and all supervisory personnel.

Section 2.

Persons who are awaiting Michigan Registration and are employed as nurses in the unit described above, either as part-time or full-time employees, or under temporary permit issued by the Michigan Board of Nursing, shall be included in this unit.

ARTICLE 4. DEFINITION OF EMPLOYEES

Section 1. Full-Time Employees.

Registered professional nurses averaging thirty-five (35) hours or more of work per week shall be considered as full-time employees except where otherwise indicated. A full-time employee shall be entitled to all benefits under this Agreement. The EMPLOYER will establish a system to monitor the licenses of all registered nurses in the bargaining unit. A nurse who has applied for a license, but has not yet received it from the appropriate state licensing authority, shall be able to continue performing her/his duties until such time as the license is issued, provided, however, that the EMPLOYER shall have a reasonable right to require proof that the license was applied for. Such proof may include canceled checks, money orders, etc.

Section 2. Part-Time Employees.

Registered Nurses who work forty (40) hours or more per bi-weekly pay period on a regular schedule in a budgeted position and who have completed the probationary period, but do not work the required number of hours to be considered a full-time nurse shall be considered part-time.

Part-time employees shall only receive those economic benefits specifically enumerated as follows:

1. To be paid in the same pay grade as full-time nurses in the same classification.
2. Advance on the pay schedule one month for each two months worked.
3. Receive time and one-half (1 ½) the regular hourly rate for all hours worked on a holiday.
4. Receive mileage allowance for miles actually driven in accordance with established contractual per mile rate.
5. Be a member of and accrue retirement services in accordance with the rules of MERS. If hired after 10/01/94, part-time nurses will be a member of and accrue retirement credits in accordance with the rules of the ICMA administered Defined Contribution retirement plan. Nurses hired prior to 10/1/94, shall have an option to be under the Saginaw County MERS plan or ICMA Defined contribution plan as chosen by the employee prior to execution of this contract.
6. Part-time nurses shall be paid at 120% of their applicable salary step in lieu of fringe benefits.
7. Part-time nurses shall receive termination benefits based on their earned benefits. Part-time employees may request leave time to provide them with an adequate vacation absence, subject to prior scheduling and approval by EMPLOYER.

It is the intent of the Health Department to hire part-time nurses to augment the full-time nursing staff. Therefore, the EMPLOYER agrees that it shall not have more than four (4) part-time nurses on the payroll at any given time.

All part-time nurses shall accrue seniority based on hours worked within the unit. Seniority ties shall be broken by use of the last four digits of the individuals social security number.

Section 3. Probationary Employees.

New employees shall be on probationary status for the first six months of their employment. Newly hired employees shall receive an orientation program designed to acquaint and familiarize them with their assignments and procedures. The EMPLOYER may terminate probationary employees with or without just cause. Full-time probationary employees shall not be entitled to use PTO time during the probationary period. Upon satisfactory completion of the probationary period, she/he shall be credited with PTO accruals dating from the commencement of her/his employment, which will be accrued at the rate stipulated in the PTO section of the contract.

Section 4. Temporary Employees.

1. The EMPLOYER shall not erode the bargaining unit through the use of temporary employees.
2. The EMPLOYER may use temporary employees to replace regular employees who are on leaves of absence for the duration of the leave. This may include a two week training and orientation period prior to assuming the duties of the employee on leave.
3. The EMPLOYER may employ temporary employees to cover short term circumstances such as, but not limited to, immunization demand, short term grants, public health emergencies of up to one hundred twenty (120) days.
4. The EMPLOYER may employ not more than two casual employees working on average less than sixty-four (64) hours per month or seven hundred and sixty eight (768) hours per year.
5. Temporary and casual employees have no right to bid for internal postings.
6. Temporary and casual employees who become permanent employees shall accrue seniority beginning the date they became a permanent employee.
7. The EMPLOYER may employ Registered Nurses via temporary service agencies without the permission of the union. However, the EMPLOYER will meet with the staff council if there are concerns regarding the abilities of the persons employed through the agency.
8. Definitions:
 - a. Temporary Employees are employees hired to replace an existing employee (who is unavailable for work) as an hour for hour replacement or may provide temporary short term service with a regular schedule.
 - b. Casual Employees are those employees used on an as needed on call basis with no regular schedule.

ARTICLE 5. ASSOCIATION MEMBERSHIP AND SECURITY

Section 1.

Present employees covered by this Agreement who are not members of the ASSOCIATION, or who do not elect to become or remain members, shall as a condition of continued employment, pay the equivalent of the ASSOCIATION'S regular monthly dues, referred to as a service fee, to the ASSOCIATION for the duration of this Agreement. Said payment shall be made on or before the thirty-first (31st) day following the effective date of this Agreement.

Section 2.

It shall be a condition of employment that all registered professional nurses covered by this Agreement employed on or after the effective date of this Agreement shall, after thirty-one (31) days of employment, be required as a condition of continued employment to become and remain members in good standing of the ASSOCIATION, or contribute to the ASSOCIATION a sum equal to the amount of the dues paid by members of the ASSOCIATION.

Section 3.

Any nurse who fails to comply with the provisions set forth above shall have their employment as a registered professional nurse terminated upon request of the ASSOCIATION to the Saginaw County Department of Public Health, provided, however, the ASSOCIATION has notified the employee by Certified letter addressed to her/his address last known to the ASSOCIATION spelling out that she/he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within thirty (30) calendar days, she/he will be reported to the EMPLOYER for termination from employment as provided herein. If after thirty (30) calendar days the employee has still failed to tender such amount, the EMPLOYER shall be provided written proof that the nurse has been notified of her/his delinquency and its consequences. The EMPLOYER shall then provide the employee with two weeks termination notice specifying the date she/he will be discharged, if delinquent dues/fees are not tendered on or before one day prior to the discharge date.

Section 4.

The ASSOCIATION agrees to maintain procedural safeguards in order to ensure that the fees of nonunion members of the bargaining unit are not used for activities other than the cost of collective bargaining employee representation and contract administration. Members shall be given an explanation of the basis for the fee, a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker, and an escrow account for the amounts reasonably in dispute, while such challenges are pending.

Should ASSOCIATION request to have dues based on a percentage of income, the ASSOCIATION agrees that implementation of same must be bargained before it can be implemented.

ARTICLE 6. PAYROLL DEDUCTION FOR ASSOCIATION DUES

Section 1.

The EMPLOYER agrees to deduct from the earnings of nurses, dues for the Michigan Nurses Association when it receives authorization in writing by each nurse from the ASSOCIATION.

Section 2.

Authorizations once filed with the EMPLOYER shall be irrevocable until the termination of the Agreement between the Saginaw County Department of Public Health and the ASSOCIATION, or until there is an increase in ASSOCIATION dues, at which time a new authorization will be filed.

Section 3.

Dues for the Michigan Nurses Association shall be deducted in twelve (12) monthly installments except that in the event the nurse terminates her/his employment or is terminated, the balance owing the ASSOCIATION shall be deducted from her/his last paycheck. The ASSOCIATION shall, within three (3) days of the receipt of the notice of termination from the Saginaw County Department of Public Health for a member of the bargaining unit on payroll deduction, notify the Saginaw County Department of Public Health as to the exact amount of monies due the ASSOCIATION.

Section 4.

The ASSOCIATION shall, prior to January 1 and thirty (30) days in advance of the start of each fiscal year thereafter, give written notification to the EMPLOYER of the amount of annual ASSOCIATION dues to be deducted. The amounts of deduction for these dues shall not be subject to change during the entire fiscal year, except for one mid-year adjustment if the ASSOCIATION provides the EMPLOYER with thirty (30) days written notice.

However, nothing in this Article shall prevent the EMPLOYER from making appropriate inquiries from time to time as it may feel necessary to facilitate proper deductions.

Section 5.

All dues, so deducted, shall be sent to the Michigan Nurses Association at its office at 2310 Jolly Oak Road, Okemos, Michigan 48864, promptly under procedure to be established by the EMPLOYER.

The ASSOCIATION shall be responsible for disbursement of dues received by it to the Treasurers of various Associations.

Section 6.

The payroll deduction form to be used in connection with the Agreement shall be in substantially the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize _____ to deduct monthly from my earnings a sufficient amount to provide for the regular payment of membership dues to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues established from time to time by the ASSOCIATION in accordance with its constitution and bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my employer and the Michigan Nurses Association at any time while this authorization is in effect.

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

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

License Number:

Social Security Number:

Signature

Date

Section 7.

The EMPLOYER shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. In the event a refund is due any employee for any sums deducted from wages and paid to the ASSOCIATION, it shall be the responsibility of the employee to obtain the appropriate refund from the ASSOCIATION.

The ASSOCIATION will indemnify and save the EMPLOYER harmless for all sums checked off and/or remitted to the ASSOCIATION.

ARTICLE 7. NON-DISCRIMINATION

Section 1.

The EMPLOYER, either in hiring, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law, membership in or activity on behalf of the ASSOCIATION. The ASSOCIATION and Staff Council agree to admit all nurses to their membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law. Pronouns as used in agreement shall refer to both sexes.

ARTICLE 8. REPRESENTATION

Section 1. Grievance Representative.

Registered professional nurses employed by the Saginaw County Department of Public Health shall be represented by a Grievance Representative(s). Said representative(s) shall be a nurse employee of the Public Health Department and her/his selection will be in a manner determined by the nurses. The EMPLOYER will recognize the Grievance Representative(s) as a representative of the ASSOCIATION and in the administration of the provisions of the Agreement and the grievance procedure. The ASSOCIATION will keep the Public Health Department informed in writing of the authorized representative(s). The Public Health Department agrees to release and compensate one representative at her/his regular hourly rate for any scheduled working hours required in special conferences while processing a grievance. The Grievance Representative shall process grievances at all levels of the procedure, however, the Representative or the EMPLOYER may request participation of a representative of the MNA State Office, once the grievance reaches Step Two. It is expressly the intent of the ASSOCIATION/Staff Council not to use more than one representative per grievance except in cases where discharge of an employee is involved where two representatives will be allowed.

Section 2. Public Health Department Access.

Representatives of the Association, after first notifying the Health Officer or designated representative, may visit the areas of the Public Health Department where the registered professional nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Public Health Department.

ARTICLE 9. PROFESSIONAL NEGOTIATION PROCEDURE

Section 1.

The parties will cooperate in arranging meetings, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Section 2.

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. The Staff Council (Nurses Organization) will be represented in negotiations by a negotiating committee not exceeding three (3) members. The membership of the negotiating committee shall be determined by the Staff Council (Nurses Organization). The parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification as required by law.

Section 3.

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 10. SPECIAL CONFERENCES

Section 1.

Special conferences for the improvement of professional working relations, health, safety, and nursing standards will be arranged between the Chairman of the Nurses Staff Council (Nurses Organization) and the Personal and Preventive Health Services Director upon request of either party. Such meetings shall be between representatives of the Nurses Staff Council and not more than two (2) non-employee representatives for the ASSOCIATION, and the Personal and Preventive Health Services Director or members of her/his staff. Arrangements for such

Special Conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up at special conferences shall be confined to those matters included in the agenda. Special conferences shall be scheduled within ten (10) days after the request is made.

Section 2.

Members of the ASSOCIATION shall lose neither time nor pay for time spent in such special conferences.

Section 3.

The ASSOCIATION representatives may meet at a place designated by the EMPLOYER, on the EMPLOYER'S property, not more than one (1) hour preceding the meeting with the representatives of the Public Health Department.

Section 4. Nursing Practice Committee.

A committee consisting of not more than (5) employee members of Staff Council shall be established for the purpose of discussing with the Director of Nursing and her/his designated nursing staff representatives (not to exceed five (5) in number) matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance not be arbitrarily and consistently withheld.

1. Meetings shall be held bi-monthly upon the request of the nursing practice committee on a mutually agreeable date. If a problem should arise that cannot be deferred until such bi-monthly meeting, a special meeting may be scheduled by mutual consent.
2. A written agenda shall be submitted by the committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the chairperson of the committee shall be notified of the same not less than three (3) days before the meeting.
3. Minutes of the meetings will be kept and will be accepted by both parties prior to transmittal of same to others. Summaries of the Nursing Practice Committee shall be transmitted to all work areas.
4. The members of the Nursing Practice Committee engaged during their work shift in these meetings shall be entitled to release time as needed without loss of pay up to two (2) hours, unless extended by mutual consent. Committee members who attend these meetings during off-duty hours shall be paid at their regular straight time rate for time spent in attendance, said hours to be excluded from consideration of overtime payment.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose.

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate. Grievance representatives shall be permitted reasonable time to investigate and write grievances and such time shall not be abused.

Section 2. Definitions.

A grievance shall mean a complaint of a nurse or nurses based on an event, condition, or circumstance under which a nurse works allegedly caused by unjust discipline or by a violation, misinterpretation or inequitable application of any provision of this Agreement. The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays. Time limits established herein may be extended by mutual consent of the parties.

Section 3. Steps in the Grievance Procedure.

Step One.

A nurse with a grievance must within ten (10) days after the occurrence, or when she/he could have reasonably become aware of the occurrence of the alleged grievance, shall have the ASSOCIATION'S grievance representative reduce said grievance to writing on the grievance form provided by the ASSOCIATION and present it to the supervisor, who shall submit a written answer within five (5) days thereafter.

Step Two.

If the supervisor's written answer is not satisfactory, the nurse or one representative may file it with the Personal and Preventive Health Services Director provided, however, it is filed within five (5) days. When so filed, a meeting between the nurse and/or her/his representative and the Personal and Preventive Health Services Director will be arranged to discuss the grievance within five (5) days from the date the grievance is submitted to the Personal and Preventive Health Services Director. The Personal and Preventive Health Services Director shall submit answer to the grievance in writing on the grievance form and return it to the grievance representative within five (5) days after the meeting.

On grievances starting with Step Two, the Representative may meet with the grievant at a place designated by the Public Health Department on the Public Health Department's property for not more than one-half (1/2) hour immediately preceding the meeting.

Step Three.

If the grievance is not resolved at Step Two, the Chairman of the Grievance Committee or her/his representative may submit the grievance to the Health Officer, provided, however, it is submitted within five (5) days. A meeting between the representatives (not to exceed two, and a professional ASSOCIATION representative) of the ASSOCIATION and the Health Officer, and/or his/her representative and the Personnel Director and/or his/her representative will be arranged to discuss the grievance within ten (10) days from the date the grievance is filed with the Health Officer. The Health Officer shall submit his/her written answer to the Chairman of the Grievance Committee within five (5) days following the meeting.

Step Four.

In the event such answer is not acceptable to the ASSOCIATION, they may, at their option, appeal the grievance to the State Mediation Service by notifying the County Personnel Director, provided, however, such notice is submitted within five (5) days from the Step Three answer. If the matter is not settled at the Mediation Step (in the event such step is elected), the ASSOCIATION shall notify the County Personnel Director within thirty (30) days from the day of mediation of their intent to arbitrate the matter.

Step Five. Arbitration.

Any grievance which is unresolved at Step 3 or 4 of the grievance procedure may be submitted by the ASSOCIATION to arbitration by filing a written notice of intent to arbitrate within thirty (30) days of receiving the answer at Step 3 or within thirty (30) days of the mediation in Step 4. Upon receipt of the notice of intent, the parties shall be obliged to proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator.
2. If the parties fail to agree upon an arbitrator within ten (10) days of the receipt of the request for arbitration, the parties shall within seven (7) calendar days submit the matter to the American Arbitration Association asking for a selection of an arbitrator in accordance with its voluntary labor arbitration rules. The arbitrator shall have the authority and the jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining Agreement respecting the grievance in question, but she/he shall not have the power to alter or modify the terms of the contract. With respect to arbitration involving discipline or discharge of an employee, the arbitrator shall determine if the discharge or discipline was for just cause, and she/he may review the penalty imposed and shall determine the penalty to be inappropriate and/or unduly severe, may modify it accordingly or if appropriate, may uphold it. Any case appealed to the arbitrator on which she/he has no authority to rule shall be referred back to the parties without decision. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Failure to Proceed.

The failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the EMPLOYER or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time may be extended by mutual agreement.

Section 5. By-Pass Steps.

The parties may mutually agree to bypass any step.

ARTICLE 12. WITHHOLDING OF PROFESSIONAL SERVICES

Section 1.

It is recognized that the need for care and proper treatment of clients are of paramount importance and that there should be no interference with such care and treatment.

Section 2.

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

Section 3.

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

Section 4.

The EMPLOYER will not lock out any employees during the term of this Agreement.

ARTICLE 13. ROLE OF PUBLIC HEALTH NURSE

Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content, and methods of both professional nursing and public health.

Public Health Nurses participate in the nursing diagnosis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work and in hospitals, clinics, nursing homes and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all phases of the work they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled. The Public Health Nurse 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 public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. The employee lends her/his support and her/his special skills to the total configuration of public health practice.

The parties agree that filing, typing, and other routine clerical functions are not the routine responsibility of Public Health Nurses. The EMPLOYER agrees that the employees carry reasonable workloads which maintain levels of productivity without compromising Standards of Community Health Nursing Practice as established, to patient/clients of the agency.

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

The parties agree that the Standards of Community Health Nursing Practice as established by A.N.A. provide a desirable goal in striving for quality of nursing practice. The parties further agree to abide by the A.N.A. Code of Ethics as enumerated below:

1. The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgements and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.

7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

ARTICLE 14. EVALUATIONS, PROMOTIONS, DEMOTIONS

Section 1. Evaluations.

Newly appointed nurses shall have a written evaluation of their work performance by their immediate supervisor twice during their probationary period, one no later than three (3) months and one no later than six (6) months following employment and then annually thereafter. Up to one (1) additional evaluation shall be performed each year upon the written request of the employee. The employee shall acknowledge evaluations by signature, however, such signature will imply neither agreement nor disagreement with the evaluation.

Section 2. Promotions.

An employee who accepts a promotion or transfer shall be subject to a trial period of ninety (90) calendar days, which may be extended by mutual agreement between the ASSOCIATION and the EMPLOYER. In the event the employee fails to satisfactorily complete the trial period they may request to be placed in a vacant bargaining unit position for which they are qualified or may bump a newly hired probationary (as defined in Article 4) employee in a position for which they are qualified. In no event shall such employee be allowed to bump a non-probationary bargaining unit employee.

Section 3. Reassignment, Transfer and Promotions.

Reassignment. Prior to reassigning a nurse to another position which is not due to a reduction in working force, ASSOCIATION and EMPLOYER will review existing work and staffing requirements and will develop a plan to reassign staff which maximizes existing staff experience, expertise and position preference. Should ASSOCIATION and EMPLOYER fail to arrive at a staffing plan, the affected individual may transfer to the least senior position in clinic or field. EMPLOYER will not reassign a nurse to a newly posted position unless the nurse to be reassigned bids for the position and has all the qualifications and seniority to fill the position.

Promotion. Promotion announcements must be posted for ten (10) work days. Nurses who meet the minimum qualifications for promotion to a bargaining unit position shall be given every possible consideration for promotion before recruiting personnel outside the bargaining unit. Interested employees must submit their request for a promotion in writing to the Division Director within the time limit stated on each posting in order to be considered eligible for consideration. Qualifications necessary to be granted an interview shall be measurable and objective and shall include relevant experience, relevant education (a completed degree), relevant training, relevant continued education, performance-based evaluations. Employees with recent (previous six months) serious discipline shall not be considered qualified. EMPLOYER shall be accountable for selecting the best qualified candidate. A single interviewer shall rate interviewees. Notes and results of interviews shall be available to all candidates and the ASSOCIATION. Any person signing the posting or the Staff Council may file grievances, if they disagree with the selection. When two or more employees have relatively equal qualifications for promotion to the same position, preference will be given to the employee having the longest service. For the purposes of this section, promotion shall mean assignment to a different position in the bargaining unit of higher classification.

Transfers. Employees interested in transferring to a position of equal or lower pay must submit such a request in writing to the Division Director prior to the expiration of the internal posting. Internal posting must be posted for five (5) working days. Transfers will be considered in the following order based on length of service in their present position..

1. Employees who have not transferred within the past 18 months provided they are the senior applicant and they meet the minimum criteria on the posting.

2. Employees who have transferred within the past eighteen months to positions not requiring specialized formal training provided they are the senior applicant and they meet minimum criteria on the posting.

3. Employees who have transferred to positions which require specialized formal training within the past eighteen months provided they are the senior applicant and they meet the minimum criteria on the posting.

Specialized training is defined as required training needed to perform the essential duties of the position which is offered periodically and is three or more days in duration. Such training shall not include seminars or workshops of periods of less than three days.

The EMPLOYER may transfer any employee from any position, job or classification to fill any temporary position for up to 90 calendar days. Should more time be needed, two weeks before the 90 days lapses, the ASSOCIATION will be consulted regarding an extension.

ARTICLE 15. DISCIPLINE AND DISCHARGE

Section 1.

It is assumed that each registered professional nurse will abide by such rules of professional conduct as are necessary for the smooth operation of the Public Health Department and care of clients.

Section 2.

The EMPLOYER shall have the right to discipline, discharge or suspend any employee for just cause. Discipline that is necessary shall be corrective rather than punitive and should be based first on a verbal warning followed by a written warning. Verbal warnings are in force for one year and a written warning shall remain in force for two years. No warning needs to be given to an employee before she/he is discharged, if the cause of the discharge is 1) dishonesty or for any illegal act while on the job; 2) drunkenness or use of intoxicating drugs or beverages on the job; 3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job; 4) gross insubordination; 5) a serious breach of confidentiality or security; or 6) fighting resulting in serious bodily harm.

The warning notice herein provided shall not remain in effect for more than 12 months.

Section 3.

Rules for the conduct of registered professional nurses, when drafted by the EMPLOYER, shall be presented to and reviewed for recommendation by the ASSOCIATION, prior to their being placed into effect.

Unreasonable rules may become a subject for the grievance procedure.

ARTICLE 16. REDUCTION IN FORCE, SENIORITY, BUMPING AND RECALL

Section 1. Termination.

At least three (3) weeks written notice of termination of employment shall be given to the EMPLOYER by a Registered Professional Nurse. If a nurse does not provide at least three (3) weeks notice of termination of employment, the EMPLOYER may document the nurses failure to provide proper notice in the employee's personnel file.

Section 2. Seniority.

Seniority shall date from the employee's starting date of employment within the bargaining unit and shall be based on the numbers of hours worked within the unit.

An employee's seniority shall entitle that employee only to such rights as expressly provided for in this Agreement. Seniority date may be different than longevity. Seniority ties will be determined by the last four digits of the Social Security number with the highest number prevailing in any seniority rank question.

In order to prevent layoffs, alternatives to such may be discussed with the ASSOCIATION. A temporary reduction of the work hours to not less than 32 hours per week per employee before any employees are laid off may be implemented. Such reduction shall not exceed 12 weeks at any one time and will be done with the concurrence of the ASSOCIATION.

Section 3. Lay off Process.

In the event that the County of Saginaw Public Health Department, in its discretion determines that a layoff is necessary, such layoff will be from programs selected by the EMPLOYER and in numbers determined by the EMPLOYER subject to the terms and conditions specifically provided for in this Agreement.

Prior to any layoff or reduction in work force, the EMPLOYER will terminate in order temporary employees, casual employees and probationary employees, as needed.

Should this not provide sufficient reduction in staffing resources, reductions shall be done by program. The following procedures shall be followed:

- a. Prior to layoff decisions being made, ASSOCIATION and EMPLOYER will review existing work and staffing requirements and will develop a plan to reassign staff which maximizes existing staff experience, expertise and positions preference.
- b. Should ASSOCIATION/management negotiations fail, the EMPLOYER shall announce specific program cuts.
- c. At least a two (2) week minimum notice and, if possible, three (3) weeks notice shall be given to all employees subject to a layoff. Notice shall be at their last known home address or by personal delivery at work, if possible.
- d. Employees must exercise bumping rights within three (3) days after notice. Bumping decisions shall be made in cooperation with EMPLOYER and the ability to do the work with an appropriate brief orientation, which minimizes the disruption of service and training requirements.
- e. Bumping shall be by seniority provided that the nurses being retained are qualified based on experience, training, ability and proper orientation. Such decision shall be made by the Personal and Preventive Health Services Director who shall not be arbitrary and capricious in her/his decision.
- f. If an employee does not lose a position they may not bump.

- g. Bumping shall only be permitted to prevent a layoff.
- h. Seniority employees laid off in a reduction in force, or bumped due to a reduction in force, shall have the right to bump a less senior member of the bargaining unit in an equal or lower classification provided the employee retained is qualified to do the required work after routine orientation (not including additional training). The positions vacated through the bumping process need not be posted.

Section 4. Recall.

Recall shall be in inverse order of layoff. Recall shall be to the position offered by the employer.

A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Notices of recall shall be sent by certified mail to the employees last known address by the EMPLOYER and it shall be the obligation of the employee to maintain current address and telephone information with the EMPLOYER. A recalled employee shall give notice of intent and date to return to work within three (3) calendar days, and shall return to work within seven (7) calendar days of receipt of the notice. Failure to comply with either the three day rule or the seven day rule will result in the employee being terminated without recourse to this Agreement, except in situations beyond the control of the employee.

The EMPLOYER has the right to contact unit members by telephone, if possible, regarding recall in lieu of official recall notice to expedite restarting a program. Contact by telephone and consent by the employee to return to work prior to the above dates will relieve the notification responsibility of the Public Health Department and the EMPLOYER and the employee.

ARTICLE 17. SALARIES

Section 1.

Salaries for full-time and part-time nurses shall be paid in accordance with the Schedules attached hereto and made a part of this Agreement.

Four year contract, 1995, 0%; 1996, 1.5% effective 4/21/96; 1997, 3.0% effective 1/1/97; 1998, 3.0% effective 1/1/98 and a \$1,171 payment in lieu of retro pay payable to all full-time nurses (part-time nurses receive a 50% payment) in the first paycheck following ratification.

Longevity \$70 per year after 5 years of service.

Section 2.

The salaries for nurses are based upon a forty hour week.

Section 3.

Except as otherwise provided in paragraphs 4 and 5, each registered nurse shall be placed on the salary schedule according to the length of her/his employment with the Public Health Department, except that leaves of absence in excess of thirty (30) days will stop progression on salary schedule. (To concur with Article 22, Section 4.)

Section 4.

A nurse hired after the effective date of this Agreement and who has previous nursing experience, may be given credit on the salary schedule for such experience up to twelve (12) months.

Section 5.

Employees shall progress through the steps based on length of service, however, merit increases are a means of recognizing satisfactory performance and may be withheld for just cause.

Section 6.

A nurse who, upon request of the Personal and Preventive Health Services Director, temporarily assumes for a period of one (1) day or more, the duties and responsibility of a position that is greater than her/his regular scheduled responsibility, which is classified on a higher salary schedule, shall be paid at the higher salary schedule rate for such full days of temporary service.

Section 7.

Nurses employed on temporary permits pending Michigan registration shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in the salary schedule as provided herein.

ARTICLE 18. HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

Hours shall generally be from 8:00 AM to 5:00 PM with one hour lunch, 2 - 15 minute breaks. The EMPLOYER has the right to reassign work schedules based on service schedules such as night clinic or specialized program activities. In the event the EMPLOYER finds it

necessary to alter the schedule to provide adequate health service, the EMPLOYER shall first ask for individual volunteers to do so. Nurses volunteering to alter their respective schedules shall notify the Staff Council of their agreement to do so in writing. Upon insufficient volunteers being acquired, the EMPLOYER may assign nurses to work necessarily altered schedules. However, the EMPLOYER shall not assign altered schedules for the sole purposes of avoiding the payment of overtime premiums. Rest periods shall be considered working time and may not be added to the lunch period or accumulated in any manner. It is understood by the parties that a few of the programs may lend themselves to alternative shift assignments, and the EMPLOYER will develop a letter of understanding regarding potential applications of alternative service hours.

Section 2. Overtime.

Employees are entitled to overtime pay at time and one-half (1 and ½) after 40 hours worked in one week or 8 hours worked in one day. Overtime must be authorized and attested by a supervisor. Compensatory time will not be granted in lieu of overtime pay.

Section 3. Evening Meeting.

If a nurse is asked to attend an evening meeting of a community group or organization as the representative of the Public Health Department, such time spent at these meetings will be considered overtime unless time is allowed out of the nurse's scheduled work week to offset the time spent at such meetings.

Section 4. Emergency Call In.

If a nurse is called in to respond to a non-scheduled event during regular non-working hours, a minimum of two hours call-in pay will be provided.

ARTICLE 19. OTHER BENEFITS

Section 1. Uniform Allowance.

The Public Health Department will provide to each full-time registered nurse an annual uniform replacement allowance. Effective June 26, 1991, the Field Nurses shall receive (\$300) annually and Non-Field Nurses shall receive (\$275) annually. One-half of the annual uniform allowance payment shall be made in March and one-half in September. Nurses on leaves of absence without pay of over 30 days duration shall not be entitled to a uniform allowance for the months they are off duty. The allowance shall be pro-rated in the event of staff changes, leaves of absences, employment date, etc.

Section 2. Vehicle Use.

Nurses required to drive their privately owned vehicle on County business shall be entitled to adjustments of the base mileage rate as follows:

- A. Effective March 1, 1991, nurses required to drive their privately owned vehicles in the course of their employment shall be reimbursed at Internal Revenue Service standard mileage rate for business use of a personal vehicle. All mileage is to be computed from the employees home base to the destination point and back, except in the following situations:
 - 1. The employee shall compute mileage to or from her/his residence to the destination point(s) if she/he has supervisory approval and the distance to the destination point(s) is shorter to or from her/his residence than to or from her/his base.
 - 2. If the distance is greater from the employee's residence, she/he may still leave from there with supervisory approval, but mileage will then be calculated from her/his home base.
 - 3. Home base for all traveling nurses will be the main office of the Saginaw County Department of Public Health. Home base for non-traveling nurses will be an assigned clinic in the City of Saginaw. Under no circumstances is mileage allowed between residence and home base. If the Board of Commissioners alters the rate per mile during the life of the contract, such alteration will be applicable to nurses in the Bargaining Unit.

Employees are not required to transport students or any other non-County employees in their private automobiles. Issues pertaining to other employees shall be worked out as in the past or in accordance with County policy. It is Health Department policy as pertains to nurses that clients not be transported in private automobiles during work time, unless the employee is authorized via their position descriptions and is properly licensed. Car pooling is encouraged when group attendance at an event is required.

Section 3.

If an employee is called into work during other than the employee's scheduled hours, and/or at a location other than their normal work location, the employee shall be paid mileage from the employee's home to the destination point and return home.

ARTICLE 20. HOLIDAYS

Section 1.

The following holidays will be recognized by the County:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday Afternoon	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve Day

Any day designated by the Saginaw County Board of Commissioners as a legal holiday for County employees provided it is not a day exchanged for any other holiday.

If Christmas Eve or New Year's Eve falls on Friday, the holiday will be observed on the preceding Thursday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on the preceding Friday.

Section 2.

Each registered professional nurse will be paid for these holidays at her/his regular straight time rate of pay under the following eligibility requirements:

The employee must have worked her/his last scheduled working day prior to the holiday and her/his next scheduled working day after the holiday; provided, however, that a nurse excused with pay by the Public Health Department from work on one or the other of these days shall be deemed to have met the requirements of this paragraph. When any of the above holidays fall on a Saturday or Sunday, they will be recognized and paid as such on the preceding Friday or the following Monday, respectively.

Section 3.

If a holiday falls within a nurse's PTO period or paid bereavement leave, it shall not be counted as a leave day.

Section 4.

All nurses shall receive eight (8) hours of Holiday Pay whether the holiday is worked or not worked by the nurses (and in accordance with Section 2 of this Article).

Each nurse required to work on a holiday shall be compensated at one and one-half her/his regular rate for all hours worked. Compensatory time shall not be allowed in lieu of overtime.

Section 5.

Holidays not worked shall be considered as hours worked on the salary schedule and shall be considered as hours worked for purposes of overtime and shall be considered as hours worked for purposes of qualification for benefits.

ARTICLE 21. PAID TIME OFF (PTO)

Section 1.

ASSOCIATION employees will have their vacation, personal and sick time banks converted to the PTO time bank on a one for one basis. Regular full-time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of 200 hours per year. Probationary employees are not eligible for PTO and accrued PTO is not credited or useable until completion of six (6) months of service.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 216 hours per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of 232 hours per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 248 hours per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue PTO in the amount of 264 hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of 280 hours per year.

Section 2.

The number of PTO hours carried forward into a new calendar year shall be unlimited.

Section 3.

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at 50% cash value for the unused PTO time up to a maximum of 1200 hours (maximum payment of 600 hours at employees current rate of compensation) through date of termination that such employee has accrued.

Section 4.

Scheduled PTO time use must be requested and approved in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Scheduled PTO calendars for employees shall be developed by division heads and must have their approval. It shall be the practice of each division head to schedule PTO over as wide a period as possible in order to reduce the need for temporary increases in personnel. Scheduled PTO may be taken in increments of one hour with advance approval of the division head, as far in advance as possible. Considering the needs of client care, PTO will be scheduled at the convenience of the nurse. However, the Personal and Preventive Health Services Director shall reserve the right to approve individual PTO schedules in accordance with the Public Health Department's needs. In the case of a conflict in the choice of PTO time, the nurse with the longer service will have the first choice in PTO time.

Section 5.

PTO pay will be paid at the current rate of the employee at the time the time is used or paid, in the event of severance payment. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation.

Section 6.

PTO may not be waived by an employee and extra pay received for work during that period.

Section 7.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO during absence due to sickness or injury. PTO time will not accrue during absence due to Workers' Compensation. PTO time will not accrue during any approved or unapproved unpaid leave of absence.

Section 8.

PTO time may be used in 15 minute increments, but schedules should be developed using one hour increments.

Section 9.

Any employee of the EMPLOYER who finds it necessary to be absent from his or her work shift due to illness shall notify the nursing office as far in advance as possible (preferably by 7:30 a.m.). Employees, when absent, must utilize PTO hours to cover the period for which they are absent.

ARTICLE 22. LEAVES

Section 1. Eligibility.

Employees shall be eligible to apply for leaves of absence after completion of their probationary period (normally six months) of service with the EMPLOYER. Leaves of absence are for employees who, in addition to their PTO time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Leave Approval Process.

Any request for a leave of absence shall be submitted in writing by the employee to the Health Officer through the Division Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The Health Officer shall indicate his/her approval/disapproval of a leave not to exceed thirty (30) calendar days. For longer periods, the Health Officer shall indicate his/her approval/disapproval and forward the request to the Board of Commissioners for consideration by the appropriate committee.

Section 3. Authorization or Denial.

Authorization or denial for a leave of absence request shall be furnished to the employee by the EMPLOYER, and it shall be in writing.

Section 4. Seniority.

An employee on an approved leave of absence will continue to accumulate seniority while on an approved leave of absence. However, leaves of over thirty (30) days shall not be counted toward progression on the merit scale.

Section 5. Records.

It shall be the duty of the employee to keep the EMPLOYER notified of her/his proper address and telephone number at all times.

Section 6. Insurance Continuation Requirement.

A person on any paid or unpaid leave must continue insurance coverage to avoid pre-existing conditions problems with insurance.

Section 7. Other Employment While on Leave.

In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave, unless mutually agreed upon between the EMPLOYER and the employee before such leave starts.

Section 8. Bereavement Leave.

In the event of a death in the employee's immediate family, i.e., mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, son-in-law and daughter-in-law the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of three (3) work days, one of which must be the day of the funeral. If the funeral occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days leave for travel and such days shall not be deducted from the individual's PTO time. The Department Head may grant an extension of leave, without pay, for extenuating circumstances for a period up to ten (10) days.

In the event of the death of a close relative, i.e., grandparent, grandchild, step parent, step parent-in-law, brother-in-law or sister-in-law (including brother- or sister-in-law's spouse), the employee shall be granted one (1) day without loss of pay for the purpose of attending the funeral.

If the funeral of a close relative occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days leave, but must use PTO time if they wish to be compensated for those days.

Proof of death may be required by the Public Health Department. Such proof can be in the form of newspaper clippings, death certificate or obituary notice.

Payment will be made at the employee's normal rate of pay.

Section 9. Jury Duty.

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Payment of the preceding salary agreement may be modified, if the employee is called to service in County of Saginaw's jury system. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day, less amount received for jury duty. If jury duty ends prior to 1:00 p.m., then the nurse must report for afternoon service.

Section 10. Witness Fees.

Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matters related to the lawful performance of their duties to the EMPLOYER in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the EMPLOYER, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the Court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

Section 11. Leave for Association Business.

A nurse who is elected by the ASSOCIATION for official ASSOCIATION business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the assignment, not to exceed ten (10) days per year providing that the remaining nurses can cover, without the use of overtime, for the employee in her/his absence.

Section 12. Military Leave.

Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

1. Whenever employees who are members of the Armed Services are called to active duty, they shall be entitled to a leave of absence in addition to their annual PTO leave from their respective duties. The employee shall receive the difference between her/his regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
2. Employees who are called for a physical for the armed services are to be granted pay for the date of the physical.

3. Any employee other than a temporary employee who enters into the armed forces of the United States shall, if she/he otherwise qualifies under Federal Law, be entitled to the re-employment rights set forth in P.L. 93-508, being 38 USCS 2021-2026.

Section 13. Disability Leave.

If an employee has exhausted her/his accumulation of PTO leave, they may apply for disability leave to cover her/his period of disability. Medical evidence of disability shall be required. Disability leaves may be approved for periods not to exceed ninety (90) days; however, extensions may be granted for up to ninety (90) days each, however, not to exceed twelve (12) months from commencement of paid (by PTO) or unpaid disability leave. Disability leaves will normally be without pay.

Accumulated PTO banks will be retained, but PTO will not accumulate during such leave of absence. An employee returning to work after a leave of three (3) months or less shall be entitled to return to her/his old position. In the event she/he returns after three (3) months and prior to twelve (12) months, she/he shall be entitled to any position for which qualified and in the absence of an available position to the first staff opening for which qualified.

Continuation of life insurance coverage shall be in accordance with the leave of absence provisions outlined in Section 9 of Article 25.

Leaves of over thirty (30) days shall not be counted toward progression on the merit scale.

Section 14. Education Leave.

Upon written application, a nurse may be granted a leave of absence to pursue a full-time education program in nursing or a related field for up to two (2) years without the loss of employment status or accrued benefits.

Employment during an educational leave of absence shall be allowed providing full-time education remains the purpose of the leave.

Section 15. Personal Leave.

Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Public Health Department upon written application by an employee.

1. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.

2. When personal leave is granted for a period of more than ninety (90) days, the employee's position will not automatically be held open for them. The employee shall be re-employed after return from leave, if and when employment is available at the same level and type of position previously held, or at their option at such other position and level at which there may then be an opening.
3. The employee agrees when the leave is granted, to keep the Public Health Department informed of any change in her/his status or conditions that caused the employee to request the leave.

Section 16. Professional Meetings.

The Public Health Department will encourage attendance by registered professional nurses at professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in her/his professional capacity.

Nurses desiring to attend professional meetings shall submit requests to the Personal and Preventive Health Services Director. Registered Professional Nurses may be given time off, without loss of pay, to attend such professional meetings, and within the limitations of the Employer's funds for employee attendance at the professional meetings, may also be reimbursed for out-of-pocket expenses incurred in such attendance in accordance with County policy.

ARTICLE 23. FAMILY AND MEDICAL LEAVE

The provisions of this Agreement will be applied to assure that employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical leave Act of 1993 (FMLA).

For any FMLA qualifying purpose accumulated paid time off (PTO) may be used at the request of the employee in lieu of unpaid leave. Should an insurance co-payment by the employee be required during the leave, the employee shall authorize the use of PTO time, if available, to cover the cost of the co-payment. Employees shall not be required to use PTO for an FMLA qualifying leave, however, any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave. A FMLA purpose is generally defined as; the birth of a child or an adoption; need to care for a child (if the child is over 18 years of age, it must be incapable of self-care because of mental or physical disability and Such disability must be verified by a Doctor's statement at the time Family Medical Leave is requested), care of a spouse or parent with a serious health condition; or an individuals own serious health condition which make them unable to perform their job.

A Family and Medical Leave request shall be submitted to the EMPLOYER 30 days in advance when the need is foreseeable for approval. Both paid and unpaid time will be counted toward the allowable FMLA 12 month period.

All notice and certification requirements set forth in the FMLA leave shall be applicable to time off requested under this Agreement, except as otherwise specifically set forth in this Agreement.

ARTICLE 24. EDUCATIONAL COURSES

Section 1.

Any nurse employed by the Public Health Department, who after completion of her/his probationary period, desires to enroll in a class which in the judgement of the individual will benefit them in their employment with Saginaw County, may apply for tuition assistance under the Saginaw County Educational Reimbursement Program in effect at the time of application. Rules of the program as published by the County will apply.

Section 2.

Should Continuing Education Units (CEU's) become mandatory for professional relicensure, the EMPLOYER shall attempt to provide the required number of CEU's through Health Department in-service courses and/or shall, at no cost to the Registered Nurses, provide for other approved programs. In such cases, Registered Nurses may be granted time off with pay (excluding week-ends) and in any situation shall be reimbursed for mileage and out-county meal expenditures for their attendance at such supervisory approved educational offerings. Approval of reimbursement will be subject to the availability of funds.

ARTICLE 25. INSURANCE

Section 1. Health Insurance.

The EMPLOYER shall pay the group premium, except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for full-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of six months (180 days) qualifying service. The EMPLOYER shall continue to pay the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

Eligible employees will be enrolled in the program currently known as PP01. The EMPLOYER reserves the right to change carriers by providing comparable coverage or discontinuing coverage with a carrier for reasons of cost or service.

The Saginaw County Health Care Program shall be maintained at a level of coverage which is comparable to the level of coverage provided by the Saginaw County Health Care Program on February 1, 1992. In the event that the Saginaw County Health Care Program is discontinued, altered, or changed the EMPLOYER shall provide coverage comparable to the coverage provided by the Saginaw County Health Care Program on February 1, 1992.

Section 2. Retiree Health Insurance.

A full-time employee hired prior to the effective date of this contract retiring from Saginaw County employment and her/his spouse at the time of retirement shall be eligible to continue with group health insurance provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement and the employee agrees to participate in the employee's share program outlined in the table below. An employee hired after the effective date of this contract retiring from Saginaw County employment shall be eligible for single coverage for the employee when retiring with group health insurance provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement and the employee agrees to participate in the employee's share program outlined below. Employees may purchase insurance for non-covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall have Traditional Blue Cross/Blue Shield of Michigan provided through the Health Care Management Single Provider System of Saginaw County or they may elect to continue with the PPO program within which they are enrolled at retirement. A one time transfer will be allowed from the PPO program to Traditional Blue Cross prior to age 65 at the employee's request. Retirees who become eligible for Medicare must be enrolled in both Part A and Part B in order to receive complimentary benefits under the County's plan. (If such benefits are offered) Retirees and authorized dependents age 65 and over shall be converted to Medicare Complimentary Coverage and must register for both Parts A and B of Medicare. An employee who retires after March 1, 1996, shall contribute to the payment of the health insurance premium required for coverage of the employee and eligible spouse. The employee's share shall be a percentage as indicated in the following chart:

Full Time Years of Service	Employer Pays	Employee Pays
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & Over	95%	05%

The hospitalization insurance for, retirees, and authorized dependents shall be converted to Medicare Complementary Coverage at EMPLOYER expense upon attainment of 65 years of age. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare.

Retirees may receive the insurance offset that employees receive if they decline health coverage upon retirement.

Section 3. Dental Insurance.

The EMPLOYER agrees to pay the premium, except as otherwise provided in this Article, for a dental plan for employees and authorized dependents comparable to the Delta Dental Plan of Michigan as follows:

Eligible Persons: Full-time permanent employees, legal spouses and dependent children as defined by the carrier.

Waiting period: Employees who are eligible shall be covered on the first billing date following six months of eligible employment.

Percentage:

Class I - 100% (Preventive, diagnostic, and emergency palliative)

Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - 50% (Bridges, partials, and dentures)
\$1,000 maximum per person per contract year for Class I and II benefits.

Section 4. Life Insurance.

Effective as soon as the insurance company can process the benefit following ratification, the EMPLOYER shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of six (6) months continuous service.

The amount reduces to 92%, 84%, 76%, 68%, 60% and 50% of the above amount on the employee's 65th, 66th, 67th, 68th, 69th, and 70th birthdays, respectively. Employees who retire on or after the effective date of this Agreement will be insured for \$4,000 group term life.

Section 5. Worker's Compensation.

All registered nurses shall be covered by the applicable Worker's Compensation law. At the nurse option, to be designated once at the beginning of the injury term, PTO banks may be used to supplement the Worker's Compensation benefits up to, but not to exceed, their regular level of take home pay.

The County reserves the right to report as a lost fringe benefit all benefits permitted by law to be reported as such. These include Health, Dental, Life Insurance, Time Off Accrual, Longevity.

Section 6. Professional Liability Insurance.

The EMPLOYER shall provide, at no cost to the employee, a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the EMPLOYER under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$10,000,000.00 for general liability per occurrence) and shall include the cost of defense, including attorney fees.

Section 7. Dual Coverage.

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement.

Section 8. Employee Co-payment.

In respect to the insurance coverages designated in Section 1 and 3 of this Article, it is agreed that employees shall pay ten (10) percent of the cost of health and dental insurance. The EMPLOYER shall pay the remaining ninety (90) percent of the premium; provided, however, that if an employee is off on any paid leave and elects to continue to receive offered insurance, the regular co-payment will continue to be paid by the employee.

Section 9. Continuation of Insurance.

In the event of layoff, an employee's health insurance shall be continued at the EMPLOYER'S expense as set forth in Section 8 for a period of thirty (30) days after the first billing date subsequent to the date of the employee's layoff. Life insurance shall continue in force until the end of the month following the month in which the layoff began.

In the event of a leave of absence, health insurance shall be continued at the EMPLOYER'S expense as set forth in Section 8 to the first billing date subsequent to thirty (30) days after the leave began. Life insurance shall continue in force for a period of thirty (30) days from the first day of the month in which the leave of absence began for all leaves of absence other than service in the armed forces.

In the event of an employee being on workers' compensation, the EMPLOYER reserves the right to provide fringe benefits as allowed by appropriate workers' compensation rules, regulations or law. Fringe benefits which will continue for one year are health, dental, and life insurance with appropriate co-pays required.

An eligible employee who returns to work without loss of seniority within two (2) years after her/his life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after her/his return to work.

All insurance will cease 30 days following leave from the County should an employee resign.

Employees who were terminated from insurance and who wish to re-enroll, will have a six month pre-existing condition exemption as part of our insurance.

Section 10. General.

The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self-insured after first informing the ASSOCIATION of such options; provided, however, equivalent benefits to those set forth in this Article shall be maintained. All benefits shall be subject to the standard provisions set forth in the policies.

Section 11. Option to Health Insurance Coverage.

An employee who is eligible for enrollment in a County health insurance program may choose to receive seventy five dollars (\$75) per month in lieu of such insurance coverage; provided, however, the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage, and is not covered as a dependent on a County paid health plan.

If an employee's status changes such that she/he is no longer eligible for coverage under another policy (divorce, death of spouse, etc.) the employee may re-enter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the County in a timely manner, or for any other reason not directly attributable to the County, the County shall in no way be held liable for health coverage during such lapse.

ARTICLE 26. RETIREMENT PLAN

Employees hired prior to November 1, 1994, who have not voluntarily opted to be members of the ICMA Defined Contribution plan shall be members of the Michigan Municipal Employees Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program and 0% employee contribution.

Effective November 1, 1994, all new hires to the unit will become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA), which provides for the following employee and employer contributions:

Employer Contribution	Employee Contribution	Total
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee must make an irrevocable choice of one of the above contribution plans at the time of enrollment. Employees under the Defined Contribution Plan can retire at age 55 with 6 years of service.

Under the Saginaw County Defined Contribution Plan, the employee will be provided with maximum portability of both the employee and EMPLOYER contributions including earnings on the EMPLOYER and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

SCHEDULE OF COUNTY CONTRIBUTIONS OWNED BY EMPLOYEE

YEARS OF SERVICE	OWNED BY EMPLOYEE
0-3 Years	0%
3-4 Years	25%
4-5 Years	50%
5-6 Years	75%
6 or more	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employers and the employees funds. The EMPLOYER shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the ASSOCIATION harmless for employee liability related to the new program.

The EMPLOYER will allow the existing employees who are not currently vested in MERS to enroll in the plan provided the employee irrevocably waives all benefits to the MERS program. This offer is subject to the availability of County funds and is limited to employees indicating a desire to do so between June 1, 1996 to September 30, 1996.

ARTICLE 27. USE OF FACILITIES

Section 1.

The ASSOCIATION may use available rooms at the Public Health Department for ASSOCIATION meetings, with the prior consent of the EMPLOYER.

Section 2.

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

ARTICLE 28. SAFETY COMMITTEE

The EMPLOYER will observe all applicable health and safety laws and will take all steps reasonably necessary within annual budgets established by its Board of Commissioners to assure employee safety.

The EMPLOYER agrees to provide a three-part package for field nurses as follows: pepper gas personal canister for emergency situations, an identity tote bag with public health logo, and a body alarm to be used for emergency notification of trouble.

Every employee will observe all applicable and reasonable safety rules and instructions established by the EMPLOYER and applicable safety laws and governmental regulations.

The ASSOCIATION and the EMPLOYER shall continue to work towards an ongoing safety program through the Safety Committee. The Staff Council shall place a nurse on the Safety Committee.

EMPLOYER offers to nurses the opportunity of obtaining the following immunizations free of charge:

1. Tetanus-Diphtheria series or booster.
2. Influenza immunization.
3. Hepatitis B (recombinvax) immunization.
4. Tuberculin testing annually or chest x-ray.
5. Other vaccines as deemed necessary by the Health Officer.

ARTICLE 29. TERM OF AGREEMENT

The term of this Agreement shall be effective upon ratification and shall continue in operation and effect until the 31st day of December 1998, and shall automatically be renewed from year to year, thereafter, unless either party hereto gives notice in writing not less than sixty (60) days prior to the 31st day of December, 1998, or not less than sixty (60) days prior to the 31st day of December of each year thereafter to the Public Health Department, or to the ASSOCIATION as the case may be, of its intention to modify or

terminate this Agreement. To the extent that any provision of the Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

The Public Health Department agrees to provide a copy of this Agreement to each registered professional nurse employed by the Public Health Department during the term of this Agreement.

Any supplementary Agreement, which is reduced to writing and signed by the parties, shall become and be a part of this Agreement.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Public Health Department and the ASSOCIATION.

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any applicable Federal or State law, now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of such specific provision or any other provisions in this Agreement; and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

IN WITNESS WHEREOF the Michigan Nurses Association has executed this Agreement by their duly authorized representatives this 31st day of MAY, 1996.

MICHIGAN NURSES ASSOCIATION
on behalf of Saginaw County Nurses Organization:

Melissa Pulley RN
Melissa Pulley, R.N. Staff Council Chair

Carol Lee Ray RN
Carol Ray, R.N. Negotiator

Margaret Lian
Margaret Lian, R.N. Negotiator

Randall Ward
Randall Ward, Representative
Michigan Nurses Association

IN WITNESS WHEREOF the Saginaw County Board of Commissioners have executed this Agreement by their duly authorized representatives this 24th day of April, 1996.

SAGINAW COUNTY BOARD OF COMMISSIONERS:

Barbara J. McDonald
Barbara J. McDonald, Chairman

Bennie T. Woodard, Jr.
Bennie T. Woodard, Jr.
Health Officer

Fred D. Todd
Fred D. Todd
County Controller

Peter C. Jensen
Peter Jensen
Legal Counsel

SAGINAW COUNTY DEPARTMENT OF PUBLIC HEALTH

SCHEDULE A SALARY SCHEDULE

PART 1 - Section 1

PUBLIC HEALTH NURSES

Date	Hire	6 Month	1 Year	2 Year	3 Year	4 Year
01/01/95	27318	28542	29769	31054	32337	33622
04/21/96	27728	28970	30216	31520	32822	34126
01/01/97	28560	29839	31122	32466	33807	35150
01/01/98	29417	30734	32056	33440	34821	36205

SENIOR PUBLIC HEALTH NURSE

Date	Hire	6 Month	1 Year	2 Year	3 Year	4 Year
01/01/95	29416	30819	31913	33622	35020	36420
04/21/96	29857	31281	32392	34126	35545	36966
01/01/97	30753	32219	33364	35150	36256	38075
01/01/98	31676	33186	34365	36205	37344	39217

The wage settlement is as follows: a payment in lieu of retro pay in the amount of \$1171 for all full-time Public Health Nurses and Senior Public Health Nurses. Part-time nurses will receive 50% of the payment; a 1.5% salary increase effective 4/21/96, a 3% wage increase to base effective 1/1/97; and a 3% wage increase to base effective 1/1/98. The estimated salary annual amounts are listed in the above chart.

