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County of Washtenaw
and
Michigan Nurses Association
Unit I

Washtenaw County



1997 - 1999

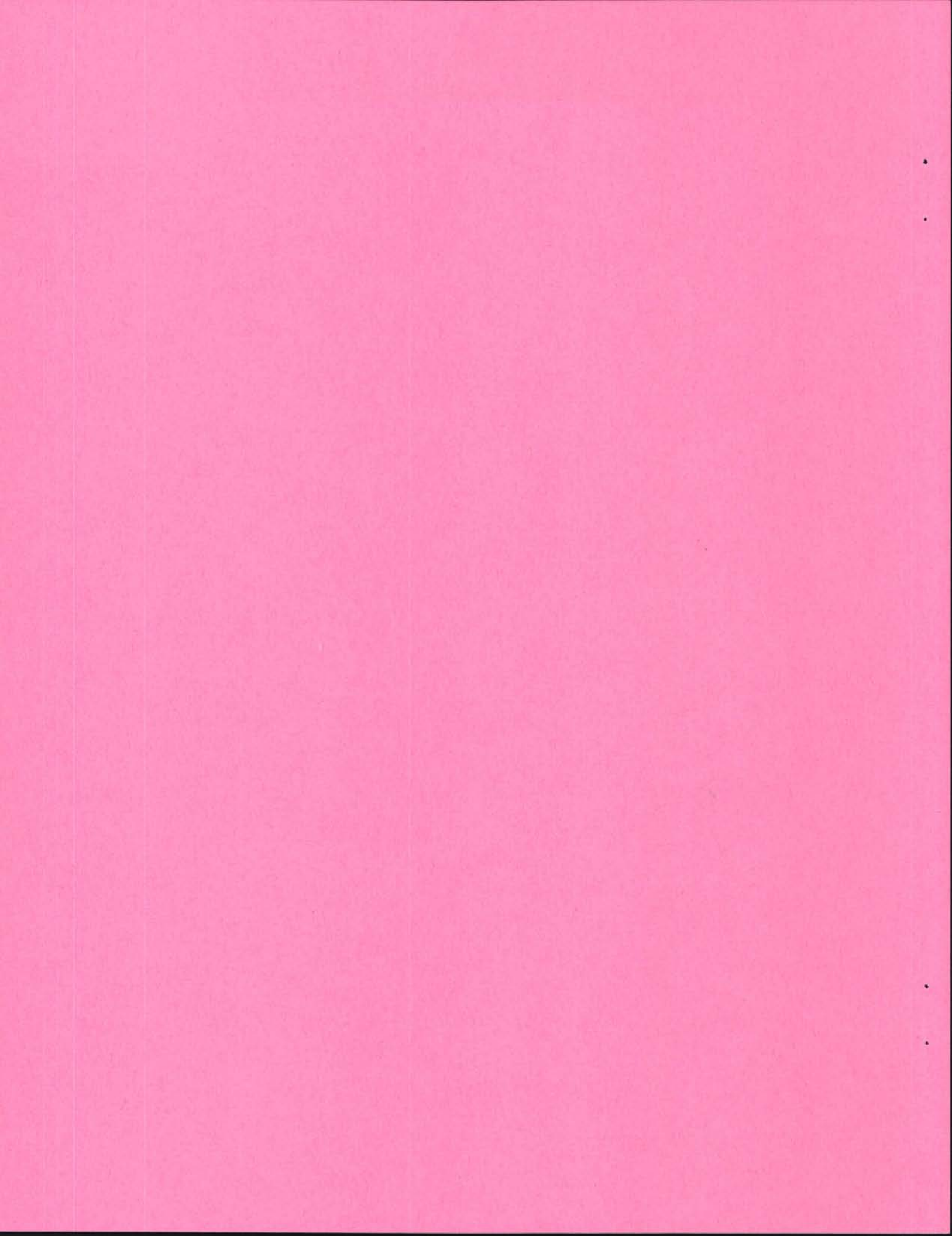


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This Agreement, made and entered into this 7th day of August, 1997, by and between the Washtenaw County Board of Commissioners, hereinafter termed the Employer, and the Michigan Nurses Association, Unit I, hereinafter termed the Association, Witnesseth:

ARTICLE 1-RECOGNITION, SECURITY AND DUES

- Section 1.** The Board of Commissioners of the County of Washtenaw, Michigan, does hereby recognize the Michigan Nurses' Association as the exclusive bargaining representative, as defined in Section II of Act 379 of Public Act of the State of Michigan, for a unit consisting of all employees employed as full-time or regular part-time Registered Professional Nurses, excluding Supervisors as defined in the Act, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.
- Section 2.** The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.
- Section 3.**
- A. All employees in the unit covered by this Agreement shall as a condition of continued employment on the latter of:
 - (1) the thirty-first (31st) day of employment by Washtenaw County in a classification covered by this Agreement, or
 - (2) the thirty-first (31st) day following execution date of this Agreement, either
 - a. be a member of the Association, or
 - b. pay to the Association a monthly service charge in an amount equal to the monthly dues of the Association, the latter is a contribution to the administration of the Agreement.
 - B. Failure to comply with the provisions of this Article, Section A, shall be cause for the discharge of the employee.
 - C. No employee shall be terminated under this Article except as provided below:
 - (1) The Association has first notified the employee by certified mail addressed to the address last known to the Association or the Employer or its agent concerning the delinquency in not tendering the dues or service charge required under this Article with a copy to the Appointing Authority and the Washtenaw County Human Resources Department with notice that unless such dues or service charges are tendered to the Association within fourteen (14) days non-compliance will be reported to the Employer or its agent in writing as provided in Section B above, as cause for termination of employment of said employee.
 - (2) If the employee has not tendered such dues or service charge within the fourteen (14) days specified, the Association shall notify the appointing authority, the Washtenaw County Human Resources Department and the employee by certified mail of the non-compliance with the demand that the Employer direct its designated agent or the appointing authority to terminate the employee within two (2) weeks after receipt of

notice. The employee will then be terminated, unless the employee can produce satisfactory evidence from the Michigan Nurses Association of payment.

Section 4. The Employer agrees to deduct from the pay of each employee covered by this Agreement, dues, initiation fees and/or service fees of the Michigan Nurses Association and remit such amount deducted to said MNA for each written authorization signed by such employee allowing such deduction payments to the Association.

Section 5. Authorization for Payroll Deduction.
Michigan Nurses Association
2310 Jolly Oak Road
Okemos, MI 48864-4599

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 or service fees (circle one), to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues or service fees 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 by the Employer 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 twenty (20) and not less than ten (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 6. The Employer will furnish to the Association on a quarterly basis a list of all registered nurses employed by Washtenaw County and contained within the described bargaining unit. This list will contain the following information:

- (1) the name
- (2) the address
- (3) classification and title
- (4) L.O.A. status, if any

Section 7. The Association will notify the Employer at least thirty (30) days prior to any change in the amount of dues deduction .

ARTICLE 2—EMPLOYER RESPONSIBILITY

- Section 1.** The Employer retains the sole right to manage its business which includes but is not limited to, the right to hire, lay off, assign, transfer and promote employees; to discipline and discharge employees for cause; to determine the starting and quitting time and the number of hours to be worked; to determine the number, location and type of facilities and installations; to direct the work force, assign work and determine the number of employees assigned to operations; to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; to establish work schedules; to transfer, promote and demote employees from one classification, department or shift to another; to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; subject only to such regulations; and restrictions governing the exercise of these rights as are expressly provided for in this Agreement.
- Section 2.** The right of the Employer and/or Director of Public Health to make such reasonable rules and regulations, not in conflict with this Agreement, as either may deem best for the purposes of proper and efficient management of the department, to insure a high standard of professional health care and/or which are in the best interests of the community and after advance notice to the Association and the employees, to require compliance therewith by the employees, as recognized.
- Section 3.** The County in employing, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any employee because of race, creed, color, national origin, religious affiliation, political beliefs, sex, sexual preference, marital status, membership or activity on behalf of the Association or participation in the grievance procedure. Nor does the County discriminate because of age except by regulations applicable to all employees that are prescribed by the Board of Commissioners and that are not in conflict with the law.
- Section 4.** If the MNA and the Employer need to modify provisions of the contract to accommodate an employee, the modifications will effect only that employee and will not be a grievable issue.

ARTICLE 3—GRIEVANCE PROCEDURE, STRIKES, STOPPAGES AND LOCKOUTS

- Section 1.** It is agreed that all grievances, disputes or complaints between the Employer and the Association or any employee or employees arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided.
- Section 2.** Grievance shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by a violation, misinterpretation, or inequitable application of established policy or any provision of this Agreement. There shall be a good faith effort on the part of the parties to settle such matters promptly in conformance with the following procedure.
- A. Verbal Discussion with Supervisor:
- (1) An employee believing he or she has cause for grievance shall discuss the matter verbally with his/her immediate supervisor.

- (2) Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussions.
- B. First Stage, Written Grievance:
 - (1) If the matter is not resolved by discussion with immediate supervisor, the grievance shall be reduced to writing on the form set forth below:

GRIEVANCE FORM

Name of Employee: _____ Date File: _____
 Division: _____ Title and/or position: _____
 Representation organization: _____
 Name of immediate supervisor: _____
 Statement of Grievance: _____

Relief asked for: _____

 Signature of Supervisor

Statement of Supervisor: _____

Disposition: _____

 Signature of Employee Supervisor

Acceptance: _____

Rejected for the following reasons: _____

 Signature of Employee Supervisor

Second and/or third step reviewing supervisors will attach statement of findings and disposition. Such statements to be signed and dated. Employee representative organization will indicate acceptance or rejection and reason therefore.

- (2) It is agreed that written grievances in the first stage shall be presented to or filed with the aggrieved's immediate supervisor within fifteen (15) working days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance.
- (3) The Supervisor's disposition shall be in writing and shall be returned to the aggrieved or his/her representative within three (3) working days from the time of written presentation.
- (4) If a satisfactory disposition is not returned by the Supervisor, the Professional Rights and Responsibilities Representative may appeal the grievance directly to the second stage.
- (5) If the Supervisor fails to tender a written disposition within five (5) working days, the Professional Rights and Responsibilities Representative may appeal the grievance directly to the second stage.

C. Second Stage, Appeal:

- (1) If no agreement can be reached, the Professional Rights and Responsibilities Representative shall, within three (3) working days of the preceding disposition, present the grievance in writing to the Director of Nursing or his/her designate. Upon presentment or filing, the Director of Nursing and the Professional Rights and Responsibilities Representative shall mutually agree upon a date to meet to consider that grievance, said meeting to be held within ten (10) working days hence.
- (2) The agenda at the second stage meeting shall be limited to those grievances for which the meeting has been arranged and may be attended by the Professional Rights and Responsibilities Representative and the Director of Nursing or his/her designate.
- (3) The Director of Nursing or his/her designate shall issue a written disposition within five (5) working days of the second stage meeting.

D. Third Stage, Appeal:

- (1) If no agreement can be reached, the Professional Rights and Responsibilities Representative shall within three (3) working days of the preceding disposition, present the grievance in writing to the Director of Public Health. Upon presentation or filing, the Director of Public Health or his/her designate and the Professional Rights and Responsibilities Representative shall mutually agree upon a date to meet to consider that grievance, said meeting to be held within ten (10) working days hence.
- (2) The agenda at the third stage meeting shall be limited to those grievances for which the meeting has been arranged and shall be attended by one official of the Association, the Professional Rights and Responsibilities Representative, the Director of Public Health or his/her designate and the Human Resources Director.
- (3) The Director of Public Health shall subsequently issue a written disposition within five (5) working days of the third stage meeting.

E. If the grievance is still unresolved after the above step, the Association may submit the grievance within thirty (30) days to final and binding arbitration under the rules of the American Arbitration Association, which shall act as administrator of the proceedings. The arbitrator shall

have no power or authority to: add to, delete from, alter or modify the terms of this Agreement. Each party will bear one-half (1/2) of the cost of the arbitration. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

- F. It is agreed that all time limits established in this Section may be extended by mutual agreement of the parties. It is agreed that there shall at no time be any strikes, lockouts, slow downs, walkouts or any other cessation of work.
- G. It is further agreed that in all cases of any unauthorized strike, slow down, walkout, or any unauthorized cessation of work that the Association shall not be liable for damage resulting from such unauthorized acts of its members. While the Association shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that during the first twenty-four (24) hours the Director of Public Health shall have the sole and complete right of reasonable discipline. After said period, the Employer may discharge such employees for actions taken by them during said twenty-four (24) hour period or thereafter.

Section 3.

When a grievance is submitted by more than one (1) nurse or the grievance involves a matter pertaining to the entire unit, the grievance will be submitted to the Director of Nursing. The unit representatives shall be limited to one (1) Professional Rights and Responsibilities Representative (PR&R rep), the Unit Chairperson, and if so desired, a representative of the Michigan Nurses Association.

ARTICLE 4-DISCIPLINE AND DISCHARGE

- A. When possible and when circumstances permit, in any case where disciplinary action is necessary, the following order of procedures shall be followed: (1) oral reprimand; (2) written reprimand; (3) suspension or demotion; (4) removal and discharge; except that nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. It is understood that proper written notification thereof will be submitted to the Association at the time such immediate action is taken.
- B.
 - (1) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in such a way so that it will not cause embarrassment to the employee before other employees or the public.
 - (2) The Employer agrees that upon imposing any discipline the designated Professional Rights and Responsibilities Representative shall be promptly notified in writing of the action taken. The employee shall be given copies of all disciplinary action and a copy shall be placed in his/her personnel file. A notation of Oral Reprimand by date and subject only will be placed in the employee's personnel file.
 - (3) The employee shall have the right if he/she so requests to be represented by the designated Professional Rights and Responsibilities Representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedies as may be available to him/her upon the employee's election.

- (4) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously.
- (5) An employee may review his/her personnel file at reasonable times.

ARTICLE 5—REPRESENTATION

- Section 1.** The Employer recognizes the right of the Association to designate one (1) Professional Rights and Responsibilities Representative and one alternate from the seniority list of each established field office of Public Health.
- Section 2.** The authority of the representative so designated by the Association shall be generally described as set forth below.
- A. The investigation and presentation of grievances to the proper Supervisor in accordance with the provisions of the collective bargaining agreement.
 - B. The transmission of such messages and information which shall originate with and are authorized by, the Association or its officers, provided such messages and information:
 1. have been reduced to writing, or,
 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, or any other interference with work of Public Health.
- Section 3.** Representatives have no authority to take any action interrupting the efficient operation of Public Health.
- Section 4.** The Association shall have the right upon reasonable notice to examine the compensation records of any employee whose pay is in dispute, or any other records pertaining to a specific grievance.
- Section 5.** Unit Activities Permitted on Agency Time
- A. ***Grievance Procedure:*** PR & R Representatives shall be allowed reasonable time to investigate, process and present grievances to the Employer during working hours without loss of time or pay. Representatives shall request specific time for this activity from their immediate supervisor. If the specific time requested would hinder the function of the service, a supervisor may deny the representative's request in which case, an alternative time would be selected or consideration given at attendance by the alternate PR & R Representative. In any event, the PR & R Representatives shall be granted permission as soon as possible. Any alleged violations of this section shall be subject to special conference.
 - B. ***Unit Negotiating Committee***
 1. Employees covered by this Agreement will be represented by three (3) members of the Unit who constitute the Unit Negotiating Committee. In their absence, alternates can be designated.
 2. Members of the Negotiating Committee who are employees of the County shall suffer no loss of time nor pay for time spent in negotiation.
 - C. ***Unit Chairperson Representation:*** The unit chairperson, or in his/her absence a designated PR and R representative, will be allowed time off from his/her job without loss of time or pay to investigate and process group grievances and to prepare for and attend special conferences and arbitration.

The chairperson or designee shall request specific time for the activity from his/her immediate supervisor. If this specific time would hinder the function of the service, a supervisor may deny the request and an alternative time would be selected or consideration given to an alternate representative. In any event, the chairperson shall be granted permission as soon as possible.

Section 6. The Director of Public Health recognizes the limitations upon the authority of representatives and shall not hold the Association liable for any unauthorized acts. The Director of Public Health, in so recognizing such limitations, shall have the authority to impose proper discipline up to and including discharge in the event the representative has taken strike action, slow down, or work stoppage in violation of law or this Agreement.

Section 7. *Professional Activities*

- A. Professional activities consist of meetings, committees, study groups, workshops, and any official association functions.
- B. The Association will be granted up to at least four (4) days with pay per year for professional activities.
- C. The Association will be granted up to at least six (6) days without pay per year for professional activities.
- D. The Association shall be granted up to five (5) days per year with pay for elected delegates to attend association conventions.
- E. Nurses desiring to attend such activities shall submit written requests, indicating the type of activity and the requested amount of time. Such requests shall be submitted by the Association chairperson to the Director of Nursing.
- F. Within the limitations of the Employer's funds, employees may be reimbursed for out-of-pocket expenses incurred in attendance at such activities. Included under out-of-pocket expenses are: seminar fees and expenses, material expenses, transportation and lodging expenses.
- G. The Association agrees that in making requests for time off for these activities, all consideration shall be given to the number of nurses affected in order that there shall be no disruption of Public Health's operation due to lack of available employees.

Section 8. The Director of Nursing and other representatives of the Employer shall meet every other month and as necessary with the chairperson of MNA-Unit I or her designee to promote interchange of concerns between Unit I members and administration. A summary will be taken alternately by the two parties and will be available for signature of the alternate party within six (6) days. After signing, the summary will be posted in each office.

Section 9. Special conference provided for by the contract, may be requested by either the Association or the Employer for the purpose of reaching mutual agreement on issues arising during the terms of this Agreement. Participants shall be the Director of Nursing and his/her designated representative and the Association chairperson and his/her designated representative. Additional participants may be included by mutual agreement.

ARTICLE 6—SENIORITY

- Section 1. *Probationary Employees***
- A. New employees hired into the bargaining unit shall be considered probationary employees for the first six (6) months of their employment, for thirty-seven and one-half (37 1/2) hours per week/pay period. Employees must receive and sign a written evaluation of their performance at the end of four (4) months of employment. When an employee finishes the six (6) month probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. There shall be no seniority among probationary employees. In unusual situations, extensions may be granted by mutual consent of the Association and the Employer.
 - B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement. Probationary employees may be discharged or disciplined without further recourse. However, the Employer may not discharge a probationary employee for the purpose of evading this Agreement or discriminating against Association activities.
 - C. During the orientation program for new employees within the unit, the Employer shall arrange a period of time for the Association Representative to meet with those employees going through the orientation program. At this time, the Employer shall furnish each employee with a written copy of their job description and contract.
 - D. The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.
- Section 2. *Loss of Seniority:*** An employee shall lose his/her seniority for the following reasons only:
- A. He/She quits.
 - B. He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
 - C. He/She retires.
 - D. He/She fails to return from sick leave or leaves of absence.
 - E. He/She does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- Section 3. *Seniority Lists:***
- A. Seniority shall not be affected by the age, race, sex, sexual preference, marital status, physical handicap, or dependents of the employee.
 - B. The Employer shall maintain a list of employees within the unit which will show the names, date of hire, and job titles and addresses of all employees of the unit entitled to seniority.
 - C. The Employer will keep the seniority list up-to-date at all times and will provide the local Association Treasurer with up-to-date copies at least quarterly.
 - D. The Employer will notify the Association Chairperson of new hires and terminations as they occur.
- Section 4.** Seniority shall be broken only by discharge for cause, voluntary quit, retirement, failure to return from leave or layoff, unless otherwise authorized, or other cause contained in this Agreement.

Section 5. *Return From Leave of Absence:* When more than one employee is available to return to work following expiration of a leave of absence and a position becomes available in the department, the position will be offered to the individual whose LOA expired first. In the situation where the expiration date of a LOA is the same for two or more employees, the individual with the greatest seniority will be offered the position.

ARTICLE 7—PROMOTIONS AND TRANSFERS

Section 1. All vacant and/or newly created full and part time positions within the division shall be posted for a period of seven (7) calendar days setting forth the classification and pay rate and general location. Copies of the postings will be sent to the respective building representatives.

Section 2. The Employer recognizes that promotion from within is a good personnel policy and will give consideration to qualified candidates within the bargaining unit.

Section 3. An employee receiving a promotion within the bargaining unit or outside the bargaining unit shall serve for a six (6) month trial or a conditional period of time. In the event that at conclusion of that trial the employee is not qualified for the position, the employee shall revert back to the previous classification held without loss of seniority.

Section 4. The Employer shall not *arbitrarily* assign employees to perform functions not contained within their specific job functions.

Section 5. Part-time employment may be granted to nurses with at least one (1) year of full-time service with Public Health. Openings for part-time positions will first be offered to full time, then part time, qualified employees. Exceptions to these qualifications shall be by mutual agreement between the parties.

ARTICLE 8—PAY PERIOD

All employees covered by this Agreement shall be paid in full every other Friday morning for earnings through the previous Saturday. Not more than seven (7) days pay shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose, upon request of individual employees or Association representatives.

ARTICLE 9—DEDUCTIONS

The Employer agrees to deduct from each employee, who so authorized it in writing, a specific sum each and every payroll and to remit this sum to the Huron River Area Credit Union not less than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he/she does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

ARTICLE 10—LEAVES OF ABSENCE WITHOUT PAY

Section 1.

Reasons for Leaves of Absence:

- A. Leaves of absence will be granted for the following reasons provided eligibility requirements are met.
 - 1. Illness or Disability leave.
 - 2. Pregnancy/Child Care leave.
 - 3. Prolonged illness in the immediate family.
 - 4. Public or Association Service Leaves.
- B. The following leaves may be granted by discretion of the Employer.
 - 1. Educational leave.
 - 2. Personal leave of absence.

Section 2.

General Leave Policies:

- A. All leaves of absence shall be requested in writing to the Director of Nursing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in department scheduling.
- B. Written requests for planned, non-emergency leaves of absence shall be submitted at least four (4) weeks prior to the start of the leave of absence.
- C. No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining employment with another Employer. No employee shall be employed while on leave of absence. In certain cases, exceptions to the employment rules may be granted by mutual agreement of the Employer and the Association. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.
- D. All leaves in this article shall be without pay except as specifically provided for.
- E. The amount of sick time accrued before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave before beginning a medical leave of absence.
- F. During a leave, both the County's (if any) and the employee's contributions to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- G. *Continuance of Insurances.* Employees whose Medical Insurance, Life Insurance, and Delta Dental coverages are exhausted under the provisions of this Article shall be allowed to continue in the Group Plans by paying their own premium, if permissible by the hospitalization, life insurance, and/or dental insurance carrier.
- H. *Return from Leave.* Employees must return from leave on the agreed upon date. Failure to confirm the intention to return, or notify the Employer of intention to resign four (4) weeks prior to expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to the expiration of a leave will be permitted in the event the employee provides the County with a four (4) week notice of intent to return to work.
- I. Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.
- J. LOA for part-time employees shall be at the discretion of the Employer but shall not be arbitrarily or capriciously denied.

Section 3.

Illness or Disability Leave

- A. Application for illness (including accident, injury or other medical reason an employee is unable to work) leave must be made in writing and accompanied by a written statement from the employee's physician. Such leave shall be granted in up to ninety (90) day segments or lesser

segments as determined by the employee's doctor, up to a period of one (1) year. A doctor's statement may be requested at each 90-day interval and reviewed by the Employer. However, in no case shall illness leave be denied until one (1) year has elapsed.

- B. An employee's position will be held open for him/her for six (6) months while he/she is on illness leave. The six (6) months may include unpaid leave only or earned vacation, earned paid sick time and leave without pay. After the six (6) month period, the Employer shall attempt to place the person in County employment within the bargaining unit.
- C. Illness leave shall be granted without loss of seniority for a period of one (1) year and may be extended upon approval of the Employer. Such leave shall not affect continuous service or classification. However, an employee shall not gain or accrue seniority or other benefits while on an unpaid illness leave.
- D. An employee may elect to use accumulated sick leave and/or annual leave as part of an illness leave of absence.
- E. Life insurance, hospitalization and dental coverages shall be continued with the Employer paying the full cost of such insurances (up to six (6) months) as are in effect for the benefit of the employees for the illness leaves of absence.

Section 4. *Prolonged Illness in the Immediate Family*

- A. Application for leave for prolonged illness in the immediate family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to 90-day segments, up to a period of one (1) year. A doctor's statement may be requested at each 90-day interval and reviewed by the Employer. However, in no case shall illness leave for prolonged illness in the immediate family be denied until one (1) year period has elapsed.
- B. An employee's position will be held open for him/her for up to six (6) months while he/she is on illness in the immediate family leave. After such six (6) month period, the Employer shall attempt to place the employee within County employment within the bargaining unit. Prolonged illness leaves shall be granted with no loss of seniority for a period of up to one (1) year and may be extended upon approval of the Employer.
- C. Life insurance, hospitalization and dental coverage shall be continued with the Employer paying the full amount for such insurances (up to six (6) months) as are in effect for the benefit of the employee as when he/she went on prolonged illness leave.
- D. For purposes of this Section, the term immediate family is defined as the parent, spouse, sibling, child, grandparent, grandchild or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.

Section 5. *Educational Leave:*

- A. An educational leave may be granted by the Employer to an employee who wishes to improve his/her work skills. Up to three (3) nurses may be granted educational leave at any one time and the Employer may exceed said three (3) limit if it can accommodate. Educational leave shall be granted in semesters or terms up to two (2) years.
- B. An employee's position will not be held open for him/her while he/she is on educational leave. However, the Employer will place the employee in the first vacant position in the appropriate grade and step. Said position shall be at least comparable to the employee's former position.
- C. An employee must have one (1) year of continuous full-time employment with the County to be eligible for an educational leave.

- D. An employee on an educational leave may continue insurance coverages by paying the premiums for medical insurance, life insurance and Delta Dental for a period of up to two (2) years, provided such is allowed by insurance carrier.

Section 6. *Public or Association Service Leaves:*

- A. A leave for the purpose of performing public or Association service shall be granted for a period up to one (1) year. An employee's position will be held open for him/her while he/she is on said leave for a period of one (1) year. Public or Association service leave shall be granted without loss of seniority.
- B. An employee must have one (1) year of continuous full-time employment with the County to qualify for a public or association service leave.

Section 7. *Pregnancy/Child Care Leave:*

- A. An employee who becomes pregnant or becomes a parent, either by birth or adoption, will be granted by the Employer upon request, a leave of absence. The Employer agrees to hold an employee's position for him/her for six (6) months. During this time, the employee will receive medical insurance benefits, life insurance benefits, and dental insurance.
- B. If further time is desired, an additional six (6) month leave will be granted after which the Employer shall attempt to place the person in County employment within the bargaining unit. During the additional time off, the employee may pay the group rates for medical benefits and continue to pay life insurance and dental benefits.
- C. The leave shall be granted without loss of seniority and shall not affect continuous service or classification. However, an employee shall not gain or accrue seniority or other benefits while on an unpaid pregnancy/child care leave.
- D. An employee may elect to use accumulated sick leave, compensatory, make-up or annual leave prior to the beginning of the leave of absence, but within the six (6) month limitation, as part of this leave of absence.
- E. A statement from doctor or adoption agency may be requested to verify the leave.

Section 8. *Personal Leave of Absence:*

- A. Application for leave of absence without pay for personal reasons must be made in writing to the Director of Public Health. For leaves of absence of fourteen (14) calendar days or less, written permission will be secured from the Director of Public Health. Permission for leaves of absence of longer duration will be granted by the Director of Public Health and the Human Resources Director.
- B. The maximum leave of absence shall not exceed five (5) calendar months in any one (1) calendar year.
- C. An employee must have one (1) year of employment with the County to be eligible for a personal leave of absence.

Section 9. *Family Medical Leave:*

- A. Accrued paid time may be used at the employee's option in conjunction with an FMLA leave.
- B. The 12-week period will be calculated using the calendar period (January - December).
- C. If an employee's employment is terminated while on an FMLA leave, they shall not be required to pay back any premiums paid by the employer during the time of the leave.
- D. Time will only be charged against FMLA time when it is requested as such.

ARTICLE 11—LEAVES OF ABSENCE WITH PAY

Section 1.

Vacation:

- A. Employees covered by this Agreement shall be allowed vacation leave four (4) months from the employee's hire date in accordance with the following schedule:
- | | |
|----------------------------------|---------|
| First Year | 12 days |
| Second through Five Years | 15 days |
| Six through Ten Years | 18 days |
| Eleven through Fifteen Years | 20 days |
| Sixteen through Twenty-one Years | 22 days |
| Over Twenty-one Years | 25 days |
- B. Absence on account of illness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Director of Nursing, be charged against vacation leave allowance.
- C. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he/she is entitled. Any accrued days beyond twice the annual amount shall be paid to the employee at 50% of the straight time rate.
- D. If a regular pay day falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she may request to receive that check in advance before going on vacation. An employee must make a request through his/her supervisor to the Payroll Section, in writing, two (2) weeks in advance before leaving, if he/she desires to receive it in advance.

Section 2.

Sick Leave:

- A. Employees covered by this Agreement shall accrue one (1) work day with pay as sick leave for each completed month of service, which may be used as earned.
- B. Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days. Upon accumulation of the maximum of one hundred and twenty (120) unused sick days, an employee may convert two (2) days in excess of the maximum bank of one hundred and twenty (120) unused sick days to one (1) vacation day.
- C. Employees absent from work on legal holidays during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject, however, to the maximum limitation herein provided.
- D. Employees with five (5) years of service will be paid for 50% of unused sick days upon termination.
- E. Probationary employees shall be entitled to the use of sick leave upon hire.
- F. An employee eligible for sick leave with pay may use such sick leave, upon approval of his/her department head, for absence:
1. due to personal illness, dental care, medical care, or physical incapacity, caused by factors over which the employee has no reasonable control;
 2. due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested;
 3. due to illness in immediate family who require the care of the employee for their well being;
 4. due to lost time not covered by compensation if employee is injured on the job;
 5. due to pregnancy or termination of pregnancy or following termination of pregnancy.

- G. As used in this section, the term "immediate family" means parent of employee or spouse, brother or sister of employee or spouse, spouse, child, grandparent, grandchild, *aunt, uncle* or someone with whom the employee has a legal guardianship relationship, a related member in an employee's household, or a non-related person in an employee's household. Leave shall be granted for persons not listed above where special circumstances exist. Such leave shall be granted on a case-by-case, non-precedent setting basis. The decision shall not be grievable unless such denial is unreasonable.
- H. A physician's certificate of the employee's inability to work, or ability to return to work may be required:
 - 1. if it is necessary to be absent on sick leave;
 - 2. when an employee is ready to return to work following a prolonged absence.
- I. When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his/her department within fifteen (15) minutes after starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- J. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- K. Sick leave will not be charged for absence caused by accident or illness whereby Workers Compensation Insurance payments are received by the employee with the exception of those benefits which are received pursuant to Article 16, Workers Compensation.

Section 3. *Personal Leave Days:* Employees shall be allowed to utilize three (3) vacation days and two (2) sick days as personal business days which may be taken one (1) day at a time. The employee utilizing vacation or sick as personal business time must notify his supervisor at least three (3) days in advance when possible but in any event no later than the starting time of the employee's regular shift.

Section 4. *Funeral Leave:*

- A. An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave or annual leave, for death in the immediate family. The immediate family is defined as immediate family under the sick leave provision.
- B. An additional two (2) funeral leave days with pay shall be granted in the event of the death of a spouse, parent or child.
- C. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from his sick leave.
- D. The Unit Chairperson or his/her representative shall be allowed one (1) funeral leave day, with pay, in the event of a death of a member of the bargaining unit, for the exclusive purpose of attending the funeral.
- E. Employees shall be allowed to use one (1) day of sick time to attend the funeral of a person not listed above or may use one (1) day of sick time in addition to time provided under this section.

Section 5. *Holidays:*

- A. Employees covered by this agreement shall receive the following legal holidays, designated as major and minor or parts thereof, or any other day proclaimed in writing as a County holiday by a duly constituted authority, during which the public offices of the County are closed, and be provided when practical, the time off work.
 - 1. Major holidays include:

- New Year's Day
 - Easter Sunday
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
2. Minor holidays include:
- Day after Thanksgiving
 - Washington's Birthday
 - Good Friday (12:00 to 5:00 p.m.)
 - Columbus Day
 - Veteran's Day
 - Martin Luther King's Birthday
 - 1/2 day before New Year's Day and Christmas Day when these holidays fall on Tuesday, Wednesday, Thursday or Friday.
- B. When a holiday falls on Sunday, it will be observed on the following Monday; does not include Easter.
- C. When a holiday falls on a Saturday, it will be recognized on a Friday or Monday as declared by the Human Resources Director, except as provided by law.
- D. Employees shall be compensated for work on major or minor holidays in accordance with Article 31-Economic Matters Including Schedule A.

Section 6. *Combined Time Off:* A committee shall be established outside of negotiations to study the use of combined time off. A representative from the Michigan Nurses Association, Unit I, shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

ARTICLE 12-MILITARY LEAVE

Military: Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selection Service Training Statute and amendments thereto, or any similar act in time of National emergency, respectively, shall, upon termination of such service, be re-employed in accordance with the provisions of such laws.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard provided that proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

ARTICLE 13—TUITION REIMBURSEMENT

- Section 1.** The present Washtenaw County Policy and Procedure for Tuition Reimbursement will be continued for the life of this contract. A copy of this policy and procedure is available in the Human Resources Department. (See Appendix A).
- Section 2.** With the approval of the Director of Nursing, registered nurses will be given three (3) days off with pay to attend courses, seminars or professional meetings sponsored or co-sponsored by the Association or by other associations or institutions where attendance is expected to increase the competence of a nurse in his/her professional capacity. These days shall be in addition to the in-house continuing education hours. Reimbursement of \$300/year/person will be given each employee towards registration and materials fees. Mileage will be reimbursed to conferences within the State of Michigan which are held outside of Washtenaw County. Books, review courses and other educational materials are compensable under this article. The Administration will determine its approval or denial of requests for time off with pay to attend a course, seminar or professional meeting and will advise the nurse within fourteen (14) days of the course, seminar or professional meeting or its registration deadline, except when the registration deadline precedes the event by thirty (30) days. If permission is denied, the Administration will state reason for denial on the request form.

Tuition money may be used to pay for certification exam if successfully completed and documentation is provided to the County. The County of Washtenaw Standardized Travel Regulations Policy will govern the procedure for advancement of registration and fees for conferences.

ARTICLE 14—PENSION

There exists two (2) retirement plans for employees within the bargaining unit:

1. The Washtenaw County Retirement System; and
2. The Washtenaw County 401 (a) Money Purchase Pension Plan. Employees who were employed on May 31, 1984 will continue to be members of the Washtenaw County Retirement System unless they exercise their option to withdraw from said system and exercise an option to participate in the Washtenaw County 401 (a) Money Purchase Pension Plan.

Employees who are hired on or after June 1, 1984 shall be part of the Washtenaw County 401(a) Money Purchase Pension Plan.

The Washtenaw County Retirement System

Deductions are made each pay day for deposit to the Washtenaw County Retirement System. Deductions start at the beginning of an employee's services with the Employer and equal 3% of the first \$4,200 of his/her annual compensation and 5% of the portion of his/her annual compensation in excess of \$4,200. The Employer also contributes each year an amount that presently is approximately one and one-half (1 1/2) times the employee's contributions.

Benefits are based on salary and length of service, being equal to 1.2% of final average salary up to \$4,200, 1.7% of salary above \$4,200, multiplied by the number of years of service upon retirement. The rest of this computation is the amount of annual retirement benefit.

Final Average Compensation is the average of the compensation paid the employee by the Employer *during the period of five (5) consecutive years of service which produces the highest average*. The five (5) consecutive years must be within your last ten (10) years of credited service.

Benefits are payable upon normal retirement at any time after age 60. Any employee who works until retirement and is over 60 must have eight (8) years of service to qualify for pension. Any employee who leaves before age 60 and has eight (8) years of service credit may leave his/her pension contributions in the fund and begin drawing pension benefits at age 60.

Employees may retire at age 55 with reduced benefits providing he/she has twenty-five (25) or more years of service. Employees must retire at age 70 unless extension of service is granted.

Effective January 1, 1998: Implement "Rule of 75." Employees may retire at age 50 with full benefits providing he/she has twenty-five (25) or more years of service.

In the event employment with the Employer is severed for any reason before an employee qualifies for retirement benefits, a refund of all contributions made by the employee, plus interest compounded annually, will be made upon request.

Deferred retirees will be allowed to participate, at their own expense in the County Blue Cross/Blue Shield program, once they are placed on the County retirement rolls.

The Employer agrees to pay the premium for Blue Cross and Blue Shield hospitalization insurance presently in effect for regular County employees, for retirees from the age of their 62nd birthday until they reach their 65th birthday.

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement insurance and for \$2,000 of life insurance for employees retiring. Effective January 1, 1993, the life insurance benefit will be \$3,500. The Employer also agrees to pay the Blue Cross and Blue Shield for the retiree's spouse when it pays for the retiree's medical insurance.

A Retirement Commission administers the Retirement System and any questions about retirement should be directed to the Chairman of the Retirement Commission in writing.

If any employee is absent because of illness or off-the-job injury and verifies same to the Employer, the Employer shall continue to make the required contributions to the present Pension Fund under which the employees are covered for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Effective January 1, 1989: The multiplier will be increased to 1.2% of final average compensation up to \$4,200 and 2% of final average compensation above \$4,200 multiplied by the number of years of service upon retirement. The employee's contribution will be increased to 5% of payroll.

Effective January 1, 1993: The Multiplier will be two (2%) percent of final average compensation multiplied by the number of years of service upon retirement.

The Washtenaw County 401(a) Money Purchase Pension Plan

The provisions of the Washtenaw County 401 (a) Money Purchase Pension Plan as set forth in the "Washtenaw County OPTION C RETIREMENT PLAN Primary Features of 401(a) 'Money Purchase' Pension Plan" and the "Washtenaw County Money Purchase Pension Plan" both adopted by the Washtenaw County Board of Commissioners on December 19, 1984, are incorporated herein and made a part thereof.

Deductions are made each pay period for deposit to the Washtenaw County Money Purchase Pension Plan. Deductions start at the beginning of an employee's service with the employer, or at the time an employee exercises the option to enter the Plan. The employee deduction will equal 6% of total wages, and the employer contributes an equal amount each pay period.

When the employee retires or leaves County employment, he/she receives the employer and employee contributions in the account plus any interest/dividends that the contributions may have earned or minus any losses. Both the employer and the employee contributions are tax-deferred until withdrawal. If the money is withdrawn before age 59 1/2 and not rolled over into an IRA, there will be a tax penalty under law, which is currently 10%, in addition to normal income tax treatment.

The employer will provide medical insurance for retirees starting at age 62 until 65 if employed for 10 years, and age 62 or older, or if employed 12 years and age 60 and over, or if employed 15 years and age 55 or older. Insurance coverage is not provided if the employee or spouse has similar coverage from another source. At age 65, the County will provide Medicare Supplemental Insurance under the same minimum years service rules as applied to age 62.

Effective 1/1/1998 -- MPPP

The employee deduction will equal 7.5% of total wages, and the employer contributes an equal amount each pay period.

The employer will provide medical insurance for retirees starting at age 60 until 65 if employed for 10 years. Insurance coverage is not provided if the employee or spouse has similar coverage from another source. At age 65, the County will provide Medicare Supplemental Insurance under the same minimum years service rules as applied to age 62.

Employees who were members of the WCERS and who elected to "cash-out" and/or freeze their distributions into the WCERS and participate in the MPPP shall be allowed to buy-back previous service credits into WCERS. Any money which was withdrawn from either the WCERS, or the MPPP, for any reason, must be reimbursed to the Washtenaw County Retirement System, at the time the election is made and in no event will the employee be able to draw pension benefits until such sums are repaid. The employee must roll all the money currently in the MPPP back into the WCERS.

ARTICLE 15--HOSPITALIZATION INSURANCE

For all employees hired prior to January 1, 1995:

- (a) The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- (b) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any injury, illness, or maternity, for the first six (6) months.
- (d) **Effective 1/1/1995**, Continue the same benefits with the County paying the full premium for the present benefits and for a \$5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.

For employees hired on January 1, 1995 and thereafter:

- (a) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Shield CMM 250. This coverage shall be applied for these employees for the first three (3) years of employment.
- (b) Employees hired on January 1, 1995 and thereafter, will be given the option to "buy up" to the Blue Cross/Blue Shield MVF I, Master Medical IMB-OB plan by paying the difference in premium costs, during the first three years of employment, through payroll deduction.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Shield CMM 250 for the employee and his/her family during the first three (3) years of employment during the employee's absence as a result of any injury, illness, or maternity for the first (6) months.
- (d) **Effective 1/1/1995** --> Continue the same benefits with the County paying the full premium for the present benefits and for a \$5.00, co-pay preferred Rx prescription drug rider / maintenance drug rider;
- (e) The County will pay the full premium for the following dental benefits: 100% of treatment costs for Preventive, Diagnostic (except Radiographs) and emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.
- (g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.

During the next enrollment period (Fall, 1995), RNs will be afforded the opportunity to enter into the flex plan system. Employees will be afforded sufficient benefit dollars to purchase current insurance plus long-term disability (50% of salary after 12 weeks of employment). Premium pay rates will be included for purposes of calculating flexible spending credits when applicable.

Those employees, who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive an amount equal to their flex credits per year to be paid on a biweekly basis. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received.

ARTICLE 16—WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workers Compensation protection for all employees. In case of illness or injury-on-the-job for which an employee receives benefits under the Workers Compensation Law, such employee will receive from the County a salary payment which will be equal to the difference between the compensation benefits and his/her regular salary up to a period of one (1) year.

ARTICLE 17—PROFESSIONAL LIABILITY INSURANCE

The Employer agrees to maintain for each employee professional liability insurance in the amount of \$1,000,000.

ARTICLE 18—PRE-EMPLOYMENT PHYSICAL

Any and all physical examinations will be given to all new or employed registered nurses by the County without cost to the nurse. The nurse may choose the option to be examined by a physician of his/her choice and be reimbursed by the County up to a maximum of \$25. The examining physician must complete the exam using the form required by the department and it must be returned to the County prior to beginning employment.

ARTICLE 19—DENTAL INSURANCE

Delta Dental Benefits to be continued with the County paying the full premium for the following dental benefits: 100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class 11 benefits, with a \$750 maximum per person per contract year, plus orthodontic benefits at 50% of treatment costs on Class 111 (Orthodontic) benefits, with a \$600 lifetime maximum per person.

ARTICLE 20—ACT OF GOD

If the County Administrator declares that certain County buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance, or any other officially declared emergency, an employee who is assigned to such locations shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick or compensatory time.

ARTICLE 21—BULLETIN BOARDS

The Employer will provide bulletin boards in each building where the Association has employees working, which may be used only by the Association for posting notices pertaining to Association business.

ARTICLE 22—CONTRACTING

During the term of the Agreement, the Employer shall not contract out or subcontract any work that would result in a layoff, demotion of employees, or result in the loss of regular wages or benefits to a bargaining unit employee.

ARTICLE 23—PROFESSIONAL STANDARDS

- Section 1.** The parties agree that Registered Nurses are governed by a professional code of ethics, and the Employer agrees that it will support the Registered Nurses in compliance with the professional code.
- Section 2.** The Nursing Administration will accept responsibility for seeking methods whereby regular channels of communication will be continued and broadened.
- Section 3.** In accordance with Section 2, above, a Professional Standards Committee will be established, composed of three (3) Representatives of the Employer, one of whom will be the Director of Nurses and three (3) Council Registered Nurse Representatives to be named by the Council, one of whom shall be the chairperson of the Council or her/his designate.
- Section 4.** This Committee shall meet at least once every 60 days at a mutually agreeable time to consider, study and make written recommendations to the Employer concerning factors affecting Nursing Standards and practice of Washtenaw County Health Services. Meetings of this Committee will not be canceled except by mutual agreement. Each meeting will have a prepared and prescribed agenda established prior to the meeting. Agenda items may be proposed and placed on the agenda by any member of the Committee in concert with Section 2 above.
- Section 5.** Such recommendations of the Professional Standards Committee shall be considered by Nursing Administration, and a written response will be provided to the Committee within three (3) weeks of receipt of the recommendations.
- Section 6.** The parties agree that the issues for consideration by the Professional Standards Committee will be determined by staff and/or Nursing Administration and mutually agreed to. Failure to address these issues will be subject to a special conference, but shall not be subject to the grievance procedure. Unless there is mutual agreement there shall be no more than four (4) special conferences per year.
- Section 7.** It is hereby agreed and understood between the undersigned parties that the Professional Standards Committees of MNA Unit I and Unit II may meet and deliberate at the same time. Their meetings may be held together, and together they may carry out the functions of this Article.

ARTICLE 24—ROLE OF THE REGISTERED PROFESSIONAL NURSE

- Section 1.** Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s). To this end, both parties further agree to recognize responsibilities of the professional registered nurse and the Employer within the scope of the current Michigan Public Health Code.
- Section 2.** The parties further agree that it is the Employer's responsibility to provide adequate numbers of registered nurses, and to fill vacancies as soon as possible in order to provide safe and adequate nursing care.
- Section 3.** The Employer will continue to accept its responsibility to establish programs and/or provide resources and appropriate opportunities for orientation and staff development; to support, encourage and equalize opportunity to seek continuing professional development.
- Section 4.** The recommendations of registered nurses will be considered in planning, decision-making and formulation of policies and procedures that affect the operation of the nursing services, the nursing care of patients, or the patients' environment.
- Section 5.** The Department of Nursing shall continue to assume responsibility for administration and supervision of its nursing personnel covered by this Agreement and shall provide for adequate orientation and in-service education.
- Section 6.** The parties agree that clerical support is important to the operation of the agency and that nurses will not be required on a routine basis to perform clerical duties.

ARTICLE 25—PHONE CALLS

The Employer agrees that employees will be allowed to make and receive necessary phone calls on the Employer's phone but such calls should be held to a minimum time and number.

ARTICLE 26—HEALTH AND SAFETY COMMITTEE

One PR&R Representative or a designee appointed by the chairperson of the Washtenaw County Professional Nurse Council shall be a member of the Public Health Division Safety Committee. Health and safety issues regarding the employees' work space may be brought to the Director of Nurses and the Health Officer by means of a special conference per Article 5, Section 9 of this Agreement.

ARTICLE 27—EVALUATION

- Section 1.** The purpose of evaluation is to assess and improve nursing competence and overall employee performance.
- Section 2.** Each nurse shall receive a written evaluation of his/her performance at the completion of four (4) months, and at least once each year thereafter within one (1) month of the anniversary date of the nurse.
- Section 3.** Evaluation shall be performed by the nurse's immediate supervisor.

- Section 4.** The evaluation shall be discussed with the nurse in conference with the supervisor.
- Section 5.** The nurse will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation.
- Section 6.** Recommendations for improvement will be cited on the evaluation form for less than satisfactory evaluations. Such evaluations will result in a subsequent evaluation within a reasonable period of time.
- Section 7.** Evaluation, either its process or outcome, is subject to the grievance procedure.

ARTICLE 28—TEMPORARY EMPLOYEE

A temporary employee is one who is hired for a period of up to ninety (90) days per calendar year, and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave. A temporary employee shall be paid the appropriate salary rate under Schedule A, and shall accrue Vacation Leave and Sick Leave, provided in this Agreement.

The said ninety (90) day period may be extended up to an additional one hundred eighty (180) days; provided, however, such temporary employee shall become a member of the Association or pay a monthly service fee, as outlined in Article 1 of this Agreement, after the expiration of the initial ninety (90) days period, and shall be covered by this Agreement and shall be entitled to benefits granted regular employees.

The temporary employee shall not accumulate seniority while so classified. If a temporary employee becomes a permanent employee, he/she shall be given full seniority credit back to his/her most recent (last) date of employment with Washtenaw County. Vacation time accrued in a temporary position may be used after the first one hundred eighty (180) days of employment. A temporary employee may use sick and make-up time as it is accrued.

ARTICLE 29—CONSOLIDATION OR ELIMINATION OF A POSITION

The Employer agrees that any consolidation or elimination of a position shall not be effected without a special conference with two (2) weeks notice to the Association.

ARTICLE 30—RATES FOR NEW CLASSIFICATIONS

When a new classification or change in job classification is being considered, the Employer shall notify the Association of same prior to its going to the Ways and Means Committee. In the event the Association requests, within one (1) week of notification, said consideration shall be subject to negotiations.

It is understood that certain positions within this bargaining unit are funded by state and/or federal grants and some of these positions will be funded for only short periods of time. For those positions the County shall notify the Union in advance of the position control number, job classification, grant for which the position(s) is funded and the length of the grant and position(s). The position(s) shall be then designated as a "special grant status". If the position(s) continues to be funded for a period longer than that originally identified, the position shall convert to a regular County position. Any employee who elects to

be placed in a grant status position in lieu of layoff, or taking a lower classified position as a result of a bump, shall be considered to have voluntarily taken the grant status position. Any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for purposes of layoff. Any union member who is filling a special grant position shall be eligible to apply for any vacant county position that s/he is qualified for. If s/he is hired for the County position, s/he shall become a regular county employee and retain his/her full seniority retroactive to his/her original date of hire.

ARTICLE 31—ECONOMIC MATTERS INCLUDING SCHEDULE A

Section 1. Attached hereto, and marked Schedule “A” is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule “A”, and the contents thereof shall constitute a part of this Agreement.

Section 2.

- A. When an employee returns to duty in the same class of position after separation from County service of not more than one (1) year, such employee shall receive, subject to approval of the Director of Public Health and Human Resources Director, the rate of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next step.
- B. Service requirements for advancement within compensation schedules and for other purposes as specified shall include the requirement of continuous service, which means employment with the Washtenaw County Health Services without break or interruption. Leaves of absence with pay and leaves without pay of thirty (30) days or less shall not interrupt continuous service nor be deducted therefrom. Leaves of absence without pay in excess of thirty (30) days, except for extended service with the armed forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service. All absences without leave in excess of two (2) work days shall be deducted from and shall interrupt continuity of service for the purpose of the section.

Section 3. *Longevity.* Employees will receive longevity payments on the first pay period following their seniority date in accordance with the following schedule:

<u>Continuous Service</u>	<u>Percentage of Wages</u>
5 or more and less than 10 years	3%
10 or more and less than 15 years	5%
15 or more and less than 20 years	7%
20 or more years	9%

Section 4.

- A. *Standard Hours of Work:* The normal work schedule will be 7.5 hours per day; 37.5 hours per week.
- B. *Compensatory Time:*
 - 1. From time to time work in excess of the normal week's work will be required. Employees covered by this agreement shall assist the Department when so required as a normal part of their work responsibility.
 - 2. To compensate for this work, each employee accumulates five (5) days of compensatory time per year, which may be used as leave with pay.

- C. ***Approved Overtime:***
1. Approved overtime includes time devoted to participation in community activities which extend the normal 7.5 hour work day and is authorized in advance by the employee's supervisor or alternate.
 2. This overtime will be documented on the bi-weekly time sheets.
 3. Approved overtime will be reimbursed by granting time back at a straight time basis for weekday overtime; weekend approved overtime will be reimbursed by granting time back at the rate of time and one-half.
 4. If employees do not volunteer for community activities outside regular work hours, assignments may be made on a rotating basis.
- D. ***Weekend and Holiday Work:***
1. One nurse may be assigned to work on weekends or holidays to provide direct nursing care and to do appropriate recording.
 2. Administration shall ask for volunteers to work each weekend or holiday. In the event there is an excess of volunteers, the person who has worked most recently shall not work. If there are not enough volunteers, nurses will be assigned on a rotating basis.
 3. Nursing administration will make out the schedule on a quarterly basis and circulate the schedule at a minimum of six weeks prior to the beginning of the schedule.
 4. All professional nurses, PHN, PNP, CD Coordinator, and Immunization Coordinator with less than five (5) years seniority, will have rotating assignments on weekend call.
 5. Because of the need for planning and reporting to staff about patients, nurses scheduled for weekend or holiday work shall attend the planning meeting prior to their scheduled weekend or holiday.
 6. Mileage will be granted from the place of residence or from crossing the County line to return to place of residence or to the County line, whichever is the least amount.
 7. Time will be credited for actual hours worked including time for transportation to and from place of residence or crossing county line and between visits.
 8. Reimbursement shall be in makeup time on a time and one-half basis for hours actually worked for Saturday, Sunday and minor holidays. Major holidays will be compensated in makeup time at 7.5 hours plus straight time for time at actual hours worked; if actual hours worked exceeds 7.5 hours, the time over 7.5 hours shall be compensated at the rate of time and a half.
- E. ***Tuberculosis Clinic:*** CD coordinator and nursing staff working in the regularly scheduled TB clinic will be compensated in makeup time at straight time for actual hours worked in the clinic.
- F. ***Flexible Hours of Work:***
1. The normal time of work may be altered to accommodate clients, staff and the agency.
 2. Alterations in the normal work hours will be arranged between the nurse and supervisor.
 3. Specific policies and procedures regarding flex-time may be made a consideration of the Professional Standards Committee.

Section 5. ***Unemployment Compensation.*** The Employer shall provide to the employees unemployment compensation as required by law. The Employer shall notify the employee as to the procedure they are to use upon notifying them of the layoff contemplated in order that they may properly apply for unemployment compensation.

Section 6. *Mileage:*

- A. Effective January 1, 1995, the Employer agrees to reimburse employees for use of their personal cars while on assignment, at the rate allowed by the Internal Revenue Service (IRS). All changes in this allowance shall become effective with the effective date given by the IRS.
- B. In addition, to defray vehicle maintenance costs, the employee shall receive a stipend of one dollar (\$1.00) per day for each day mileage is incurred.
The Employer also agrees to continue to reimburse the employee for all parking expenses incurred in the performance of job duties. The Employer also agrees to provide a County automobile or rented automobile for the employees use to conduct County business in the event the employee's personal automobile is in need of maintenance or repair due to damage sustained while conducting County business.
- C. The Employer agrees to attempt to deliver mileage reimbursement checks to employees within 30 calendar days after meeting County deadline for submitting travel report.

The County of Washtenaw Standardized Travel Regulations Policy shall remain in effect for the life of this contract.

Section 7. *Saturday Clinics:* At such time as there is consideration of reinstating Saturday Clinic work, the Employer will notify the Unit Chairperson to arrange a special conference to negotiate policies and compensation governing Saturday Clinic work.

Section 8. *Terminal Benefits:* The employee upon termination, shall receive: a) all earned vacation, b) one-half (1/2) accumulated compensatory time, and c) one-half (1/2) earned makeup time at the employee's current rate of pay.

Section 9. *Uniform Allowance:*

- A. **Initial Allowance**—New employees shall be given \$275 per year toward the purchase of public health nurse uniforms. Upon employment, \$137.50 will be given to the new employee for establishing his/her wardrobe of uniforms; the remaining \$137.50 will be given the employee upon termination of the probationary period.
- B. **Replacement Allowance**—Each six months following the employee's first anniversary year, each employee covered by this Agreement shall be given \$137.50 to replace his/her uniforms.
- C. **Temporary Employees**—They will be eligible for the allowance as outlined in Section A.

Section 10. *Computation of Benefits for Part-Time Employees.* Computation of benefits, including uniform allowance and continuing education days, for all part-time employees shall be on a prorata basis, commensurate with the number of hours worked per pay period.

In order to qualify for full payment of premiums by the Employer for hospitalization insurance, dental insurance; and life insurance, an employee must average sixty (60) hours or more per pay period. The Employer agrees to pay one-half (1/2) of the premiums for these insurances for those employees who work at least half time (37.5 hours) but less than sixty (60) hours per pay period.

A similar proration shall be in effect for all types of leave accrued—vacation, sick, and compensatory time. Employees who average sixty (60) hours or more per pay period shall receive full leave benefits. Employees who work at least half-time (37.5 hours) but less than

sixty (60) hours per pay period shall receive one-half (1/2) of the leave benefits as outlined in the collective bargaining agreements.

During the next enrollment period (Fall, 1995), RNs will be afforded the opportunity to enter into the flex plan system. Employees will be afforded sufficient benefit dollars to purchase current insurance plus long-term disability (50% of salary after 12 weeks of employment).

Section 11. Life Insurance. The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and hourly-rate employees who work sixty (60) hours or more per pay period. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The basic policy (plan Code LI-01) amount of Life Insurance ranges between eight thousand (\$8,000) dollars minimum and fifty thousand (\$50,000) dollars maximum based on one (1) times the annual base salary including longevity payments and premium pay, but excluding overtime payments, adjusted to the next higher five hundred (\$500) dollars (if not already a multiple of five hundred (\$500)).

Additional levels of insurance are optional to purchase. They are:

LI-02	2 X Salary	maximum of \$100,000
LI-03	3 X Salary	maximum of \$150,000

The Employer agrees to provide a supplemental life insurance program for those employees who are desirous of participating. Any employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense and the County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deduction upon authorization of the employee.

Section 12. Car Phones. The Employer agrees to purchase portable phones for each field employee during the term of this contract. In the alternative, a nurse will be allowed to use his/her own phone and the cost of the "minutes" shall be reimbursed by the Employer.

Section 13. Continuing Education / Professional Certification. A premium pay of 1% of the Registered Nurse's gross salary will be granted for American Nurses Certification for Community Health Nursing. All other certifications must be approved by the Employer.

ARTICLE 31 (cont.) –SALARY SCHEDULES

**SCHEDULE O
EFFECTIVE 1/1/97
FOR
MICHIGAN NURSES ASSOCIATION – UNIT 1
18**

STEPS GRADES	1	2	3	4	5	6	7	8
23	\$32,097 \$1,234.50 \$16.46	\$33,345 \$1,282.50 \$17.10	\$34,613 \$1,331.25 \$17.75	\$35,939 \$1,382.25 \$18.43	\$37,323 \$1,435.50 \$19.14	\$38,747 \$1,490.25 \$19.87	\$40,287 \$1,549.50 \$20.66	\$41,808 \$1,608.00 \$21.44
23A	\$32,428 \$1,247.25 \$16.63	\$33,677 \$1,295.25 \$17.27	\$34,964 \$1,344.75 \$17.93	\$36,309 \$1,396.50 \$18.62	\$37,694 \$1,449.75 \$19.33	\$39,137 \$1,505.25 \$20.07	\$40,677 \$1,564.50 \$20.86	\$42,218 \$1,623.75 \$21.65
24	\$33,716 \$1,296.75 \$17.29	\$35,003 \$1,346.25 \$17.95	\$36,348 \$1,398.00 \$18.64	\$37,733 \$1,451.25 \$19.35	\$39,176 \$1,506.75 \$20.09	\$40,677 \$1,564.50 \$20.86	\$42,296 \$1,626.75 \$21.69	\$43,895 \$1,688.25 \$22.51
24A	\$34,047 \$1,309.50 \$17.46	\$35,354 \$1,359.75 \$18.13	\$36,699 \$1,411.50 \$18.82	\$38,123 \$1,466.25 \$19.55	\$39,566 \$1,521.75 \$20.29	\$41,087 \$1,580.25 \$21.07	\$42,705 \$1,642.50 \$21.90	\$44,343 \$1,705.50 \$22.74

**SCHEDULE O
EFFECTIVE 1/1/99
FOR
MICHIGAN NURSES ASSOCIATION – UNIT 1
18**

STEPS GRADES	1	2	3	4	5	6	7	8
23	\$32,741 \$1,259.25 \$16.79	\$34,008 \$1,308.00 \$17.44	\$35,315 \$1,358.25 \$18.11	\$36,660 \$1,410.00 \$18.80	\$38,064 \$1,464.00 \$19.52	\$39,527 \$1,520.25 \$20.27	\$41,087 \$1,580.25 \$21.07	\$42,647 \$1,640.25 \$21.87
23A	\$33,072 \$1,272.00 \$16.96	\$34,359 \$1,321.50 \$17.62	\$35,666 \$1,371.75 \$18.29	\$37,031 \$1,424.25 \$18.99	\$38,454 \$1,479.00 \$19.72	\$39,917 \$1,535.25 \$20.47	\$41,496 \$1,596.00 \$21.28	\$43,056 \$1,656.00 \$22.08
24	\$34,398 \$1,323.00 \$17.64	\$35,705 \$1,373.25 \$18.31	\$37,070 \$1,425.75 \$19.01	\$38,493 \$1,480.50 \$19.74	\$39,956 \$1,536.75 \$20.49	\$41,496 \$1,596.00 \$21.28	\$43,134 \$1,659.00 \$22.12	\$44,772 \$1,722.00 \$22.96
24A	\$34,730 \$1,335.75 \$17.81	\$36,056 \$1,386.75 \$18.49	\$37,440 \$1,440.00 \$19.20	\$38,883 \$1,495.50 \$19.94	\$40,365 \$1,552.50 \$20.70	\$41,906 \$1,611.75 \$21.49	\$43,563 \$1,675.50 \$22.34	\$45,221 \$1,739.25 \$23.19

Effective 1/1/97: The positions of Pediatric Nurse Practitioner (PNP), Communicable Disease Coordinator and Immunization Coordinator shall be reclassified to Grade 24. The Grade 24 shall be calculated as current base salary plus 5%.

ARTICLE 32—TERMINATION NOTICE

- Section 1.** Employees shall submit written notice of termination of employment two (2) weeks prior to date of termination.
- Section 2.** Employer shall provide written notice of termination of employment.

ARTICLE 33—JURY DUTY

An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between that portion of his/her pay for jury duty or witness fee which represents a five (5) day work week and his/her regular pay. Mileage shall not be deducted from the portion which the County pays the employee.

ARTICLE 34—LAYOFF AND RECALL

- Section 1. Layoff**
- A. The word "Layoff" means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination or consolidation of a position.
 - B. **Notice to the Association:** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At this meeting, the Employer will make known to the Association, the reason for the layoff.
 - C. **Notice of Layoff:** Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff. The Association Chairperson will receive notice at the same time the employee receives notice.
 - D. Seniority rights for employees within the bargaining unit shall prevail. In reducing the work force because of lack of work, lack of funds or elimination or consolidation of a position, the last employee hired within the Association and within his/her job classification shall be the first employee laid off.
 - E. An employee shall remain on layoff status for a period of time equal to the time he/she has had seniority with the County. After that time, his/her name will be removed from any recall list.
 - F. The Association Chairperson and Professional Rights and Responsibilities Representative from each other office shall be granted super-seniority for purposes of layoff and recall.
- Section 2. Recall Procedure**
- A. When the working force is increased after a layoff, the last employee within the Association laid off, shall be the first employee recalled within the bargaining unit. The employee shall be recalled to a position within the bargaining unit, at the same classification, pay grade, and the same seniority level as that from which the employee was laid off.
 - B. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to the Employer, regarding their return to work, within ten (10) calendar days from the date of return receipt, the employee shall be considered a quit. In proper cases, exceptions may be made with the consent of the Employer.

ARTICLE 35—SUCCESSOR

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

ARTICLE 36—DURATION OF AGREEMENT

- Section 1.** This Agreement shall be in full force and effect from January 1, 1997, except as otherwise noted, to and including December 31, 1999 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.
- Section 2.** It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice at least sixty (60) days prior to or of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.
- Section 3.** In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61) day following such notice.
- Section 4.** In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days' written notice and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.
- Section 5.** The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.


Section 6. If any article of this contract, or of any riders thereto, should be held invalid by operations of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected there.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement for such articles or sections during the period of invalidity or restraint.

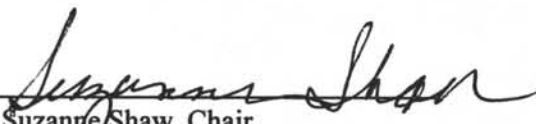
The Employer will publish this document and make available to each nurse in the bargaining unit a copy of this Agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

FOR THE UNION

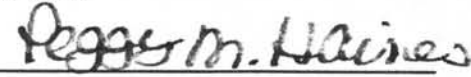
By: 
Kathryn E. Martel, Esq
Michigan Nurses Association


FOR THE EMPLOYER


By: 
Suzanne Shaw, Chair
Washtenaw County Board of Commissioners

By: 
Marilyn Jeromin, R.N.
MNA I, Chairperson

Attested to:

By: 
Peggy M. Haines
Washtenaw County Clerk/Register

By: 
Linda C. Lantry, R.N., C.
MNA I Negotiations Chairperson

By: 
Karin V. Arrak, R.N.
MNA I, Professional Rights & Responsibilities

APPENDIX A
POLICY AND PROCEDURE: TUITION REIMBURSEMENT

Policy: Improvement of the worth of staff members of Washtenaw County by the efforts and initiative of each is encouraged. Each staff member who acts to study subjects or train himself/herself in skills that will increase his/her value to the County, and to himself/herself, will receive encouragement in the form of financial assistance. The County expects service from staff members in return that is adequate to compensate for outlay of governmental expenditures.

By resolution of the Washtenaw County Board of Supervisors of October 22, 1968 a Tuition Reimbursement program is authorized.

Scope:

Eligible Staff: Any person having employment status as a permanent and full-time employee of Washtenaw County is eligible for financial assistance under this Tuition Reimbursement program. Further, staff members must have held employment status as a permanent and full-time employee of Washtenaw County for a period of no less than 12 months on the date of starting an approved course.

Courses Approved: Eligible staff may receive tuition reimbursement for courses that meet one of the following conditions:

1. The Course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated.
2. The course is in preparation for possible future duties that may be assigned the staff member in his/her present position or upon re-assignment (promotion).
3. Courses are either required or elective subjects necessary to obtain a diploma, certificate, or degree *provided that* the *total* program has first been approved by the approving body.
4. A grade of "C" or better, or if no grades are given for the course, certification of completion of course requirements, is necessary and copy of evidence is to be presented to the Human Resources Director in order to receive any tuition reimbursement from Washtenaw County.

Note: Courses, conferences, seminars, in-service training, and other programs whereby staff members are sent by the County or attendance by staff member is beneficial to his/her position, and all costs of attending such programs are paid by the Employer, are not subject to provisions of this Tuition Reimbursement Program.

Approval:

The approving body for courses under the Tuition Reimbursement Program shall consist of the Human Resources Director and the head of the department in which the course applicant is employed. Tie votes may be decided by the appropriate committee of the Board of Commissioners. In the event the course applicant is himself/herself a department head, approval of his/her stead shall be by the appropriate committee of the Board of Commissioners delegated to be responsible for the department involved.

Responsibility:

The Human Resources Director is assigned as the coordinator of the Tuition Reimbursement Program.

General:

1. Time of the employee away from work is to be made up. Absence time is to be approved by the department head.
2. Courses must be approved in writing by the approving body prior to starting the course.

3. Course work and related reports must be completed within six (6) months from starting classes.
4. The County expects that an employee will continue employment for at least one (1) year following completion of classes or a program of study.
5. Reimbursement under this program shall be 50% of tuition upon satisfactory completion of an approved course. Books, supplies, transportation, or other costs of attending classes are *not* to be paid by the County.

Procedure:

1. Each course applicant shall complete and sign an Application for Approval of Reimbursement for Tuition form. Adequate answer must be provided to each question. Copies of the form may be obtained in the County Human Resources Office. Three (3) copies are to be submitted to the County Human Resources Department.
2. The Department Head and the Human Resources Director may meet with the course applicant, discuss the proposed course, and approve or reject the application.
3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Human Resources Office shall retain the first and second copies.
4. Upon successful completion of the course, and presentation of satisfactory evidence of course completion, including the grade mark received, together with proof of payment of tuition, the second copy of the Application for Approval of Reimbursement for Tuition will be approved by the Human Resources Director for payment and forwarded to the Finance Director who shall make payment to the employee.
5. The Finance Director shall annually report payments to the employee on Form 1099.
6. The first copy, with evidence of course completion, as outlined in #4 above, shall be entered in the personnel folder of the staff member and retained as a permanent record.

APPENDIX B
RE: Team Leader

It is hereby agreed and understood by the undersigned parties that the following conditions will apply to the Team Leaders of the Washtenaw County Public Health Division.

Job Duties:

1. Represent team as a member of the Public Health Division Executive Council.
2. Convene team meetings.
3. Represent the team at community/public meetings.
4. Communicate particular community needs identified by the team to Executive Council for use in policy and program decisions.
5. Interpret team concerns to the Executive Council.
6. Will not have supervisory responsibilities for the team members.
7. Provide leadership to promote staff activities in the area of marketing and needs assessment within the team's geographical area.

Selection Process:

1. Teams will nominate no more than three (3) candidates to the Executive Council who will make the final selection from the nominations.
2. Nominations are to include no more than two (2) individuals from the same professional discipline.
3. Appointments will be made for a one-year term.
4. Team Leader appointments may be reviewed six (6) months into the appointment by both the Executive Council and the Team at which point the Executive Council may request nominations for a new appointment. An employee may resign at any time during the term, at which time nominations will be requested for a replacement for the remainder of the term.
5. The Letter of Understanding may be terminated by either party sixty (60) days notice.

Compensation:

1. \$1,000 to be paid through payroll.

Other issues:

1. Overtime may be required and will be compensated in accordance with the collective bargaining agreement but the goal is to maintain a 37.5 hour workweek.
2. Adjustments in workload and clerical support are to be worked out in a supervisory session to protect against the Team Leader responsibilities becoming an add-on to regular workload.
3. The Team Leader responsibilities may comprise as much as 15-20% of the total workload.

APPENDIX C
RE: Special Project Nurse

It is agreed by the undersigned that a Special Project Nurse (SPN) assignment may be established for a Grade 23, Public Health Nurse II position under the following conditions:

1. The SPN will develop or research an identified topic that will advance Public Health Nursing practice.
2. The SPN assignment will be based on interest/expertise/skill of an individual PHN as well as her ability to work independently.
3. The SPN assignment will be based on the relevance/timeliness of a topic as it relates to Public Health Nursing practice.
4. The SPN assignment will be for a six-month time period at which point the Project will be evaluated by SPN, Supervisor, and Director of Nursing. The Project assignment may be extended 1-6 months as agreed upon by the Director of Nursing.
5. The SPN assignment will be made with the approval of the Director of Nursing and availability of funds.
6. The SPN will receive 5% beyond his/her regular rate of pay for special duties for the duration of the assignment. Ongoing duties performed after completion of the assignment are not intended to be paid at the higher pay rate.
7. On completion of the special assignment, the SPN will resume generalized public health nurse responsibilities.
8. Supervision of the SPN may be reassigned for the duration of the project.
9. The SPN will develop and present specific project goals and objectives within the first month of special assignment.
10. The SPN will prepare a written summary report on completion of the assignment.
11. It is agreed that this letter of understanding will be in effect on March 28, 1991.

APPENDIX D
RE: Letters of Understanding

1.	Minor Holidays	5/21/84
2.	Understanding Regarding Good Friday	4/15/87
3.	Team Leader, Health Department	11/18/87
4.	Grant Status Positions for MNA I	10/19/94
5.	Article 31, Salary Schedule, MNA I, '94-'96 CBA	9/5/96
6.	Early Retirement Offer -- 1996/97	1/30/97
7.	Early Retirement / Final Average Compensation	1/30/97
8.	Early Retirement / Position Eliminations	1/30/97

APPENDIX E
RE: Board of Commissioners Resolution &
Tentative Agreement

A RESOLUTION APPROVING THE TENTATIVE AGREEMENT WITH THE MICHIGAN NURSES ASSOCIATION, UNIT I, AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD JANUARY 1, 1997 THROUGH DECEMBER 31, 1999.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

May 7, 1997

WHEREAS, in February, 1997, Administration and Human Resources / Labor Relations brought to the Board of Commissioners a Labor Relations Strategy and Five (5) year projections; and

WHEREAS, the Washtenaw County Board of Commissioners provided Administration and Human Resources / Labor Relations their approval of this strategy at that time; and

WHEREAS, the collective bargaining agreement with the Michigan Nurses Association, Unit I, expired December 31, 1996; and

WHEREAS, negotiation with this bargaining unit have been conducted since that time; and

WHEREAS, a tentative agreement has been agreed to by both parties; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the tentative agreement with the Michigan Nurses Association, Unit I, and Washtenaw County for the period January 1, 1997 through December 31, 1999 as attached hereto and made a part hereof.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Acevedo	x			DeLong	x			Montague	x		
Armentrout	x			DuRussel	x			Robinson			x
Bergman	x			Gunn	x			Schultz	x		
Chockley	x			Kern	x			Shaw	x		
Craiger	x			Monfortan	x			Yekulis	x		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on May 7, 1997, as appears of record in my office.
 In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 8th day of May, 1997.

PEGGY M. HAINES, Clerk/Register

BY: Barbara L. King
 Deputy Clerk



Res. No. 97-0085

1. A three-year contract from January 1, 1997, through December 31, 1999. The following wage adjustments:

January, 1997	2%
January, 1998	0%
January, 1999	2%

All wage increases will be effective the first pay period of the year.

2. The positions of Pediatric Nurse Practitioner, Communicable Disease Coordinator, and Immunization Coordinator shall be reclassified to Grade 24. The Grade 24 shall be calculated as current base salary plus 5%.
3. Continuing Education / Professional Certification: A premium pay of 1% of the RN's gross salary will be granted for American Nurses Certification for Community Health Nursing. All other certifications must be approved by the Employer.
4. Flexible Benefits
 - Premium pay rates will be included for purposes of calculating flexible spending credits when applicable.
 - Article 15: Hospitalization Insurance - change waiver language to reflect flex benefit dollars utilization and credits policy.
 - Article 31: change language to reflect flex benefits plan language.
5. Uniform Allowance: Increase to \$275 per year (\$25 increase).
6. Combined Time Off: A committee shall be established outside of negotiations to study the use of combined time off. A representative from the Michigan Nurses Association, Unit I, shall be included on this committee. The findings of this committee shall be subject to future negotiations outside of the current collective bargaining agreement.
7. Retirement Enhancements (Effective 1/1/98)
Money Purchase Pension Plan (MPPP)
 - Increase employer and employee contributions to 7.5%
 - Improve Health Care to equivalent of WCERS (age 60)
 - Allow movement back into WCERS for those employees who left the plan and invested in the MPPP
Washtenaw County Employees Retirement System (WCERS)
 - Implement the Rule of 75 (age 50 plus 25 years of service)
8. Funeral Leave: Add "Aunt and Uncle" to the definition of immediate family.
9. Successor Clause: This Agreement shall be binding upon the Employer's successors, assigns, purchasers, lessees and/or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

10. Union Representation During Probation Period: The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.
11. Grant Status: It is understood that certain positions within this bargaining unit are funded by state and/or federal grants and some of these positions will be funded for only short periods of time. For those positions the County shall notify the Union in advance of the position control number, job classification, grant for which the position(s) is funded and the length of the grant and position(s). The position(s) shall be then designated as a "special grant status". If the position(s) continues to be funded for a period longer than that originally identified, the position shall convert to a regular County position. Any employee who elects to be placed in a grant status position in lieu of layoff, or taking a lower classified position as a result of a bump, shall be considered to have voluntarily taken the grant status position. Any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for purposes of layoff. Any union member who is filling a special grant position shall be eligible to apply for any vacant county position that s/he is qualified for. If s/he is hired for the County position, s/he shall become a regular county employee and retain his/her full seniority retroactive to his/her original date of hire.
12. "Me Too" Provision: If AFSCME Local 2733 negotiates higher across-the-board wage increases and/or benefit enhancements which would take effect during the life of this collective bargaining agreement, the Michigan Nurses Association, Unit I, would be awarded the higher increases.

