

6546

12/31/2000

AGREEMENT

Between

THE LENAWEЕ COUNTY BOARD OF COMMISSIONERS

THE LENAWEЕ COUNTY HEALTH DEPARTMENT

and

MICHIGAN NURSES ASSOCIATION

LenaWee County

Effective: January 1, 1998 through December 31, 2000



TABLE OF CONTENTS

AGREEMENT	1
RECOGNITION	1
ASSOCIATION MEMBERSHIP AND SECURITY	2
Membership Dues	2
Membership Roster	3
Association Membership and Security	3
Payroll Deduction	3
MANAGEMENT RESPONSIBILITY	4
REPRESENTATION	5
Grievance Representation	5
Notice of Grievance Representative Appointment	5
Procedures for Grievance Representatives	5
Pay Allowances for Grievance Representatives	5
GRIEVANCE PROCEDURE	5
Definition of Grievance	6
Step 1	6
Step 2	6
Step 3	6
Step 4	6
Written Complaint	7
Investigative and Disciplinary Meetings	7
Special Conferences	8
NO STRIKE-NO LOCKOUT	8
No Strike-No Lockout	8
SENIORITY	9
Probationary Employees	9
Seniority Definition	9
Seniority Listing	9
Loss of Seniority	9
Bargaining Unit Seniority	10
TRANSFERS, VACANCIES, AND JOB OPENINGS	10
Bid Procedure	10
Fair Trial	11
Temporary Transfer	11
LAYOFFS AND RECALLS	11
Layoff	11

Recall	12
Notification of Layoff	12
Notification of Recall	12
Benefits During Layoff	12
WAGES	13
Wages	13
New Job Classification	13
HOURS OF WORK AND PREMIUM PAY	13
Regular Work Week	13
Compensatory Time	14
HOLIDAY PAY	14
Holidays	14
Holiday Pay	15
Holiday Observance	15
Employee Birthday	15
LEAVES OF ABSENCE	15
Leave of Absence	15
Sick Leave	15
Return from Leave of Absence	16
PAID LEAVE	16
Leave Policy	16
Eligibility for leave	16
Accrual of paid leave	16
Paid Leave Administration	17
INSURANCE AND OTHER BENEFITS	18
Insurance	18
Life Insurance	18
Accidental Death and Dismemberment	18
Medical/surgical coverage	18
Dental	18
Professional Liability Insurance	19
Retirement	19
Mileage	20
Funeral Leave	20
Professional Programs/Seminars	20
Coordination of Benefits	21
SICKNESS AND ACCIDENT PLAN	21
Sickness and Accident Plan	21
Long Term Disability	21
Worker's Compensation	22

GENERAL	22
Bulletin Board	22
Change of Address	22
Military Service	22
Equal Opportunity Employment	22
Immunizations and exams	23
Service Ratings	23
When prepared	23
Who prepares	23
Discussion with employee	23
Appeal	23
Responsibility for initiating rating procedure	23
Jury/Witness Duty	24
Courts Outside Lenawee County	24
County Court System	24
Cellular Telephones	25
Personal Safety	25
WAIVER	25
Waiver	25
SEVERABILITY	26
Severability	26
DURATION	26
Duration	26

AGREEMENT

THIS AGREEMENT is made and entered into this day of A.D. 1998, by and between the LENAWEE COUNTY HEALTH DEPARTMENT, and the LENAWEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Employer") and the MICHIGAN NURSES ASSOCIATION (hereinafter referred to as "Association").

PURPOSE AND INTENT:

The purpose and intent of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Association and the Employer so as to serve the best interests of the parties and the people of Lenawee County. The parties recognize that the interest of the community and the job security of the employees depends upon success in establishing proper services for the community. To these ends the Association and the Employer encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels. Any reference to the female gender in this agreement is for convenience only and does not imply any exclusion of the male gender.

ARTICLE I: RECOGNITION

Section 1.0. The Employer hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all registered nurses employed by the Lenawee County Health Department for more than twenty (20) hours per week, excluding supervisors and all other employees. The term "she" or "her" shall refer to a female or male employee whenever used in this Agreement. **Part Time non bargaining unit nurses will be capped at working no more than 500 hours in a six month period. The total number of hours worked by all non bargaining unit registered nurses employed in the Health Department shall not exceed 20% of the total number of hours worked by bargaining unit nurses in a six month period. Effective beginning 01/01/2000, the total number of hours worked by all non bargaining unit nurses employed in the Health Department shall not exceed 18% of the total number of hours worked by bargaining unit RN's in a six month period and part time non bargaining unit nurses will be capped at working no more than 400 hours in a six month period. Hours will be reviewed by both parties each six month period. The first review will**

take place January 1, 1999 and each additional review will occur every six months.

Up to 12/31/99 nurses who exceed 500 hours in a six month period shall be considered bargaining unit employees and subject to the terms and conditions of the contract. Effective 01/01/2000 nurses who exceed 400 hours in a six month period shall be considered bargaining unit employees and subject to the terms and conditions of the contract.

Section 1.1. Persons who are awaiting Michigan registration and who are employed as nurses under a temporary permit issued by the Michigan Board of Nursing, shall be included in the bargaining unit, subject to the provisions of Section 1.0 above.

Section 1.2. Time spent by an employee in negotiations during the employees regularly scheduled working hours shall be considered as time worked for the purpose of pay; provided that no more than one (1) employee shall be so compensated at any time, and in no instance shall the employee be compensated at more than the employee's straight time regular rate of pay. Regularly scheduled hours does not include approved time off taken in accordance with paid leave or compensatory time provisions of this agreement. Should a registered nurse be requested by either party to appear at negotiation sessions during her regularly scheduled hours of work, such time shall be considered as time worked for the purpose of pay, for a period not to exceed one hour unless agreed upon by both parties.

ARTICLE II: ASSOCIATION MEMBERSHIP AND SECURITY

Section 2.0. Membership Dues. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time, shall be required, as a condition of continued employment, to continue membership in the Association or pay a sum to the Association equal to dues uniformly charged for membership for the duration of this Agreement.

Section 2.1. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Association or pay a sum equal to dues required for membership, commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

Section 2.2. Employees hired, re-hired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Association or pay a sum equal

to dues required for membership, for the duration of the Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 2.3. Membership Roster. Names and addresses of Registered Professional Nurses employed to fill positions covered by this Agreement, and all nurses transferred or terminated, shall be furnished, as such changes occur, to the Association by the Health Department. Names of Registered Professional Nurses promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

Section 2.4. Association Membership and Security. Members of the Staff Council shall be given thirty (30) minutes time with new employees for the purpose of explaining the purpose and goals of the Association.

Section 2.5. Payroll Deduction.

Employees may have their Association dues deducted from their paycheck by signing a Payroll Authorization Form. The dues shall be deducted from the first paycheck of the month and shall be sent to the Association at its office located at 2310 Jolly Oak Road, Okemos, MI 48864.

During the life of this Agreement and in accordance with the terms on the Payroll Authorization Form hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues (service fees) levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes the following authorized Payroll Deduction Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
Last Name First Name

I hereby authorize Lenawee County to deduct from my wages monthly a sufficient amount to provide for the regular payment of membership dues or service fees as established from time to time by the Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my Employer and the Michigan Nurses Association at any time while this authorization is in effect.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination of the current collective 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 No.: _____

Social Security No.: _____

Signature: _____

Date: _____

A properly executed copy of such Payroll Authorization Form for each employee for whom such dues or service charges are to be deducted hereunder shall be delivered to the designee of the Employer before any payroll deduction is made. Deductions shall be made thereafter only under such Payroll Authorization Forms which have been properly executed and are in effect. Any such form which is incomplete or in error may be returned to the employee by the Employer.

The Association shall notify the County, in writing, of the proper amount of Association membership dues and any subsequent changes in such amounts.

ARTICLE III: MANAGEMENT RESPONSIBILITY

Section 3.0. It is hereby agreed that the customary and usual rights, power, functions and authority of management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign, and retain employees, and also to suspend, investigate, demote, discharge or take such other disciplinary action, for just cause only, which is necessary to maintain efficient administration. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Health Department shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof. The Employer shall also have the power to make and enforce reasonable rules

and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. These rights will not be used for the purpose of discrimination against any employees because of membership in the Association. In the exercise of any of the above rights, the Employer shall not violate any of the provisions of this Agreement.

ARTICLE IV: REPRESENTATION

Section 4.0. Grievance Representation. For the purpose of representation of employees in processing through the Grievance Procedure hereof any grievance they may present hereunder, the employees shall have the right to designate one grievance representative and one alternate, both of whom are seniority employees within the bargaining unit.

Section 4.1. Notice of Grievance Representative Appointment. The name of the grievance representative and alternate and of the responsible staff representative of the Association shall be certified to the Employer by the Association in writing promptly after their designation; likewise as to any changes therein.

Section 4.2. Procedures for Grievance Representatives. A grievance representative will be allowed to leave her regular job for investigating and processing of grievances in accordance with the Grievance Procedure hereof, when in the sole opinion of her supervisor or the Director, she can be spared therefrom without interfering with her normal duties; and provided she first secures her supervisor's or the Director's consent. The supervisor or Director shall not unreasonably withhold their consent. If an employee wishes the presence of her grievance representative for such purpose, the employee shall notify her own supervisor or Director, who shall then notify the grievance representative without unreasonable delay.

Section 4.3. Pay Allowances for Grievance Representatives. Grievance representatives during their working hours and when acting as such, will be paid at their regular straight-time rates of pay for working time necessarily and reasonably lost by them in the presentation of grievances in accordance with the Grievance Procedure, with the exception that the Employer will not pay them for any time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, unless mutually agreed to be off the premises, or that are conducted or attended by any governmental agency or agent.

ARTICLE V: GRIEVANCE PROCEDURE

Section 5.0. Definition of Grievance. A grievance shall be deemed to exist whenever there develops a disagreement between the Employer and one or more of the employees represented by the Association as to the interpretation or application of the provisions of this Agreement. An earnest effort shall be made to settle grievances promptly in accordance with the following procedure:

Step 1.

By conference between the aggrieved employee, the grievance representative, or both, and the aggrieved employee's immediate supervisor or the Director within five (5) working days of the occurrence of the alleged grievance, except that in the case of wages, the conference shall be held within five (5) working days of the time the employee knew or reasonably should have known of the grievance.

Step 2.

If the grievance is not satisfactorily adjusted at Step 1 of the Grievance Procedure, it shall be reduced to writing and signed by the employee or employees involved and the grievance representative, and shall be presented to the employee's immediate supervisor or the Director within three (3) working days of the Step 1 conference. The employee's immediate supervisor or the Director shall give written answer within three (3) working days.

Step 3.

In the event the grievance is not satisfactorily adjusted at Step 2 of the Grievance Procedure, the grievance shall be discussed within five (5) working days after answer at Step 2 by the grievance representative and/or staff representative of the Association, and the Director of the Health Department or his designees (including counsel if desired). The Employer shall give its written answer within five (5) working days after the meeting at Step 3.

Step 4.

In the event grievances growing out of the interpretation of this Agreement are not settled through the Grievance Procedure set forth above, either party may request arbitration within fifteen (15) days from the disposition date of Step 3. If not requested within the fifteen (15) day period, the last decision shall be considered withdrawn by the Association. Should the parties fail to agree on an arbitrator within five (5) days of the

date of request, the party requesting arbitration shall, within five (5) days thereafter, file a demand for arbitration with the Federal Mediation and Conciliation Service. The arbitrator's fee and expenses and the charge of the Federal Mediation and Conciliation Service shall be borne equally by both parties. Additional expenses incurred by either party shall be borne by the party which incurs them. It is the intent of the parties that the arbitrator be guided by this Agreement and he shall not be empowered to add to, subtract from, or modify this Agreement or any Supplement attached thereto. Any case appealed to the arbitrator over which he has no power to rule shall be referred back to the parties without decision.

Section 5.1. Written Complaint. No matter shall be considered the subject of a grievance unless written complaint is made within the time limit contained in this Article V; in the case of wages, any claim shall be limited retroactively to thirty (30) days from the date of the grievance in Section 5.1.

Section 5.2. In the event that any grievance is not processed to the next Step in the Grievance Procedure within the time limits specified, it shall be considered withdrawn by the Association. In the event that any grievance is not answered by the Employer within the time limits specified, it shall be considered as granted. The time limits at any level of the Grievance Procedure may be extended by mutual written agreement of the parties.

Section 5.3. Any disposition reached between the Employer and the Association under the Grievance Procedure, Steps 1 to 3, inclusive, and any decision of the arbitrator under Step 4 shall be final and binding upon the Employer and the Association and the employee or employees involved.

Section 5.4. In the event an employee is discharged or receives a disciplinary layoff, she may, within four (4) working days after the notice of discharge of disciplinary action has been given her, cause to be filed a written grievance signed by her complaining of the discharge or disciplinary layoff and the grievance shall commence at Step 3 of the Grievance Procedure, otherwise the discharge or disciplinary layoff shall not be the subject of a grievance.

Section 5.5. No matter respecting the provisions of any insurance or retirement program shall be subject to the Grievance Procedure established in this Agreement. This provision shall not operate to deprive an employee of any rights she may have under any insurance or retirement program.

Section 5.6. Investigative and Disciplinary Meetings. Employees have the right to union

representation at meetings or conferences which are investigative or disciplinary in nature. Where the employee wishes such representation, the conference shall not be held without the employee's representative present. This section shall not apply to normal informational communication between a supervisor or other management personnel and the employee.

Section 5.7. Special Conferences. Special conferences for the discussion of important matters including nursing practice concerns (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer representative within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- a) Such meetings shall be held not more frequently than one each calendar month and shall be limited to ninety (90) minutes unless otherwise mutually agreed by the Union and Employer.
- b) Such meetings may be attended by the local Union President and Michigan Nurses Association representative as well as other bargaining unit members and Health Department/County representatives.
- c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notices wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda at least twenty-four (24) hours prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda. Employer's willingness to discuss or not discuss any item on the agenda shall not be subject to a grievance.
- d) Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

ARTICLE VI: NO STRIKE-NO LOCKOUT

Section 6.0. No Strike-No Lockout. During the life of this Agreement, the Association will not cause its members to cause, nor will any member of the Association take part in any strike, sit down, stay-in, slow down, picketing while on duty, walkout, curtailment of work, refusal to do assigned work, interference in any manner with any of the operations of the Employer or in any conduct which causes or results in such interference, or any violation of any State law.

Section 6.1. The Employer will not lockout any employee covered by this Agreement during the

life of this Agreement.

Section 6.2. The Employer shall have the right to discipline or discharge any employee participating in any of the above stated interferences, and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse through the grievance procedure as to matters of fact in the alleged actions of such employees.

ARTICLE VII: SENIORITY

Section 7.0. Probationary Employees. Employees shall be regarded as probationary employees for the first one hundred eighty (180) consecutive calendar days of employment, at the end of which time their names shall be placed on the seniority list and their seniority shall be determined from the last date of hire. During the probationary period there shall be no seniority among probationary employees and the Employer may discharge, lay off, suspend, discipline or transfer employees for any reason and no grievance shall arise therefrom.

Section 7.1. Seniority Definition. Seniority is defined as the length of service of any employee in the Lenawee County Health Department from her last date of hire and all rights and privileges accruing to employees on the basis of seniority are herein set forth.

Section 7.2. Seniority Listing. The Employer shall prepare a seniority list of employees and a copy shall be furnished to the Association upon the signing of this Agreement. Unless an objection in writing is made to such seniority list within ten (10) calendar days after receipt of the list, it shall be deemed correct. The seniority list shall be reviewed every six (6) months thereafter or as often as necessary and copies furnished to the Association. Unless written objection is made to any such revision of the seniority list within ten (10) calendar days after the furnishing of a copy to the Association, it shall be deemed correct.

Section 7.3. Loss of Seniority. An employee shall lose her seniority and her employment relationship with the County shall be terminated for any of the following reasons:

- a) She quits or resigns;
- b) She is discharged or terminated for just cause;
- c) She retires;
- d) She has been on layoff status for a period of one (1) year or a period equal to her seniority, whichever is less, and has not been recalled;
- e) She fails to return to work at the specified time upon the expiration of the leave of absence,

vacation, recall from layoff or disciplinary suspension, unless other arrangements are reasonably agreed upon by the employee and the Employer;

- f) She is absent from work for two (2) consecutive days without notifying the Employer. It is understood that employees are expected to notify the Employer that they will be absent not later than the beginning of their scheduled shift from which they will be absent, if reasonably possible to do so;
- g) If she accepts employment elsewhere while on leave of absence.

Section 7.4. Bargaining Unit Seniority. An employee's bargaining unit seniority shall be defined as her length of continuous service dating from her most recent hire into the bargaining unit by the employer. An employee's bargaining unit seniority ends and shall not be frozen when the employee leaves the bargaining unit. Seniority will continue to accrue while an employee is on an approved worker's compensation leave. Employees who were absent from the bargaining unit for up to but no more than one (1) year, may recapture bargaining unit seniority, up to the date of her absence from the bargaining unit, under the following conditions:

- 1) The employee left the bargaining unit for another position with the County and her length of service with the County was continuous; or
- 2) The employee was on a maternity or parental leave or approved Family and Medical Leave Act (F.M.L.A.) absence; or
- 3) The employee is recalled from layoff within one (1) year.

ARTICLE VIII: TRANSFERS, VACANCIES, AND JOB OPENINGS

Section 8.0. Bid Procedure. It is recognized and agreed that the Employer has the sole right to assign work within a classification. However, when a new job classification covered by this Agreement is created or a vacancy exists in a job classification covered by this Agreement and the Employer wishes to fill such vacancy, the Employer shall post a notice of such job classification opening for five (5) working days. Such notice shall set forth the expiration of the posting time and any bids made after the expiration time stated thereon shall not be considered in filling the vacancy. Only employees in classifications other than the classification where the opening exists shall be eligible to bid. Employees in the same classification where the opening exists may request consideration for filling such opening, but the Employer is not obligated to consider such request in filling such opening. In filling such vacancy or vacancies, consideration shall be given to all

employees who bid, and promotion shall be given to an employee on the basis of efficiency and ability to perform the work, provided, that where ability and efficiency are equal and sufficient to qualify two (2) or more employees for the vacancy, promotion shall be given to the employee with the greatest seniority. A vacancy shall not be deemed to exist, within the meaning of this Section, as long as there are employees laid off in that classification.

Section 8.1. Fair Trial. An employee awarded the job through the bidding procedure shall be given a fair trial to prove her ability to perform the work required, not to exceed ten (10) work days unless extended by the Employer. When an employee fails to qualify during such period, she shall be returned to her former job classification.

Section 8.2. No employee shall be permitted to use this Article to transfer to another job classification having the same or a lower rate of pay within six (6) months following a previously successful bid through the procedure provided in this Article.

Section 8.3. If an employee successfully bids for a job opening, no further openings in the succession created by the initial opening shall be subject to the bidding procedure, and the Employer shall have the right to fill such further opening.

Section 8.4. When a vacancy is not filled through the bidding procedure set forth above, the Employer may fill the vacancy by transferring an available qualified employee or hiring a new employee.

Section 8.5. Temporary Transfer. The Employer may temporarily transfer any employee to another job classification for a period not to exceed six (6) months or the length of a sick leave (including maternity) up to nine (9) months, whichever is greater, except that such period of time may be extended by agreement between the Employer and the Association representative. Any employee transferred pursuant to this provision shall receive the rate of her classification or the rate of the classification to which she is transferred, whichever is higher. When she is returned to her regular classification, she will receive the rate for her regular classification.

ARTICLE IX: LAYOFFS AND RECALLS

Section 9.0. Layoff. It is agreed that seniority shall govern layoffs and recalls to work as follows:

- a) When a layoff occurs, probationary employees shall be laid off first;
- b) When all probationary employees in a classification have been laid off, other employees

in the classification shall be laid off in accordance with their seniority in the classification with the most junior employee to be the first laid off;

- c) Any employee laid off may exercise her seniority by replacing a junior employee then working, provided, that she has the ability to perform the work of such employee and that she has sufficient seniority to displace a junior employee then working.

Section 9.1. Recall. Employees will be recalled to work after a layoff in the reverse order in which they were laid off, so that employees with the greater seniority shall be recalled ahead of more junior employees.

Section 9.2. All of the layoff and recall procedure in this Article IX is subject to the qualification that employees remaining at work or recalled to work shall have the ability to perform available work. Before or while a non-probationary employee is laid off or has her/his hours reduced, it is understood that there shall be no other Registered Nurses employed by the County working less than twenty (20) hours per week, unless said bargaining unit employee has been offered and has refused employment of more than twenty (20) hours per week.

Section 9.3. Notification of Layoff. Except in an instance beyond the control of the Employer, the Employer agrees to give employees two (2) weeks advance notification of layoff. Such notification shall state as to whether the layoff is to be considered temporary or indefinite. Indefinite layoff shall be considered to be one in which the Employer has no reasonable expectation of recalling the employee within nine (9) months from the date of layoff.

Section 9.4. Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, deliverable to addressee only, to the employee's last known address which was obtained from the employee and kept on a card for such purpose by the Employer at the time of the layoff. The notice shall give the employee seven (7) days within which to respond after the notice of recall has been delivered to the employee. Employees who decline recall or who fail to respond after reasonable attempts to notify them within the time set for return to work, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list. It shall be the responsibility of the employee to keep the employer informed in writing as to any changes in address during the time of layoff.

Section 9.5. Benefits During Layoff. Benefits shall not be accrued, continued or be paid during layoffs. Employees receiving written notice of temporary layoff, shall retain accumulated paid leave days until recalled to work. Said accumulated paid leave days may be utilized by the

employee in accordance with this agreement upon return to work following recall. Employees receiving written notice of indefinite layoff shall be eligible for payment of all paid leave days accumulated at the time of layoff at the rate of pay in effect at the time of layoff. In the event an employee terminates employment while on layoff, paid leave days accumulated will be paid upon request at the rate of pay in effect at the time of layoff.

ARTICLE X: WAGES

Section 10.0. Wages. Effective upon receipt by the Employer of written notice of ratification of this Agreement, all employees shall be classified and paid at the wage rates set forth in Appendix A attached hereto as they are effective. A new employee may be hired at the start rate set forth in Appendix A. If a newly hired employee has had previous experience in the work for which she was hired, she may be paid a rate in line with her experience and in accordance with the progression rate set forth for her job classification in Appendix A.

Section 10.1. New Job Classification. When and if the Employer establishes a new job classification which would be covered by this Agreement, the Employer shall establish a rate for the new job classification. The rate shall be considered temporary for a period of **thirty (30)** calendar days following the date of written notification to the Association representative of its establishment. Within said **thirty (30)** days, the Association may negotiate the rate with the Employer.

ARTICLE XI: HOURS OF WORK AND PREMIUM PAY

Section 11.0. Regular Work Week. For the purpose of computing overtime premium pay, the regular work week shall start at 12:01 a.m., Monday morning. Time and one half (1½) the basic hourly rate of pay shall be paid for work performed under the following conditions:

- a) All hours worked in excess of seven and one-half (7 1/2) in any one work day.
- b) All hours worked in excess of thirty seven and one-half (37 1/2) hours of work performed in any one work week.
- c) Sick days and holidays, when taken, shall be considered hours worked for the purpose of computing overtime.
- d) Time and one-half (1½) in addition to holiday pay shall be paid for all hours worked on any of the holidays specified in Article XII, Section 12.0.

- e) Notwithstanding, the scheduling of the regular work week may be altered by the mutual agreement of the Employer and Employee with the understanding that premium pay will not be paid for hours and days agreed upon to be the regular work week.

Section 11.1. Compensatory Time. Compensatory time off will be allowed in lieu of pay for overtime if desired. Compensatory time off shall be computed at the rate of time and one-half (1½). Compensatory time off may be accumulated to a maximum of thirty-seven and one-half (37.5) hours. If compensatory time off is taken, it must be taken in increments of no less than one-half (½) day and time off will be granted, whenever possible, with advance notice to the Director of Nursing. In the event of unusual circumstances, compensatory time may be taken in increments of less than ½ day but not less than one hour and with the prior approval of the Director of Nursing or in her absence, her designee. Compensatory time must be used within a period of one-hundred twenty (120) calendar days.

ARTICLE XII: HOLIDAY PAY

Section 12.0. Holidays. Employees shall be paid at their straight-time hourly rate as provided hereinafter for the following holidays:

New Year's Day	(January 1)
Presidents Day	(Third Monday in February)
One-half (½) day Good Friday	
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving Day	(Fourth Friday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)
Employee's Birthday	

providing they meet all of the following eligibility rules unless otherwise provided herein:

- a) An employee who is on layoff or is otherwise absent from work for a reason other than an

excused absence at the time said holiday occurs will not be paid for that holiday;

- b) The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week.

Section 12.1. Holiday Pay. Employees eligible under these provisions shall receive seven and one-half (7 ½) hours' pay for each of the twelve (12) full holidays and three and one-half (3 ½) hours' pay for the one half (½) day holiday specified in Section 12.0, computed at the regular straight time hourly rate exclusive of premiums.

Section 12.2. When a holiday specified above falls within an eligible employee's approved vacation period, and she is absent from work during her regularly scheduled work week because of such vacation, she shall be paid for such holiday.

Section 12.3. Holiday Observance. When any of the above enumerated holidays falls on a Saturday or Sunday, the day that will be observed as the holiday will be the weekday designated as such by the Lenawee County Board of Commissioners.

Section 12.4. Employee Birthday. The employee who chooses to work her birthday shall be granted one (1) additional vacation day. If the employee's birthday falls on a Saturday, Sunday or holiday, she shall be granted one (1) additional vacation day.

ARTICLE XIII: LEAVES OF ABSENCE

Section 13.0. Leave of Absence. The Director of the Health Department may grant a written leave of absence, without loss of seniority, to an employee who wishes to leave the service of the Employer temporarily, for valid personal reasons acceptable to the Director of the Health Department, for a period not to exceed one (1) month, unless further extended by agreement with the Director of the Health Department. An employee who takes other employment while on leave shall be deemed an automatic quit. Any leave of absence granted by the Director of the Health Department must be in writing.

Section 13.1. Sick Leave. Any employee who, because of non-occupational illness (including pregnancy) or non-occupational injury requires an absence from her job for more than three (3) work days shall, upon furnishing satisfactory evidence of such illness or injury to the Director of the Health Department be granted sick leave for the duration of her disability due to such illness or injury, but in no event shall sick leave exceed six (6) months without the written agreement of the Director of the Health Department. The employee shall furnish supplementary medical

evidence of disability from time to time as required by the Director of the Health Department. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work, she must present a doctor's certificate stating that she is physically able to return to her regular job. The Employer reserves the right to have any employee examined by a physician designated by the Employer, at any time in connection with a sick leave which has been granted or in connection with an employee's condition which may indicate that a sick leave is required. In the event there is a disagreement between the Employer's physician and the employee's physician regarding the employee's ability to continue at her work or to return to her work from a sick leave, the Association or the Employer may request, in writing, that the two doctors choose an impartial physician who shall determine the ability of the employee to continue working or to return to work. The cost of the impartial physician shall be shared equally by the Employer and the Association.

Health insurance, life insurance and sickness and accident insurance will continue to be paid by the Employer for the employee on such leave for a period not to exceed six (6) months; however paid leave days will not continue to accumulate while the employee is on sick leave.

Section 13.2. Return from Leave of Absence. No employee may return from a leave of absence of indefinite duration without notifying the Director of the Health Department at last three (3) working days in advance of such return. No employee may return early from a leave of indefinite duration without permission of the Director of the Health Department.

ARTICLE XIV: PAID LEAVE

Section 14.0. Leave Policy. Leave with pay shall be granted as described herein:

- a) Eligibility for leave. All employees upon completion of probation shall be eligible to receive paid leave. Upon completion of probation, the employee shall receive full credit toward accumulation of paid leave.
- b) Accrual of paid leave.
 - 1) Less than one year of employment. All eligible employees who have completed less than one (1) year of employment shall accrue paid leave at a rate of .6 days earned each pay period.
 - 2) One through four years of employment. All eligible employees who have completed

- from one (1) through four (4) years of employment shall accrue paid leave at the rate of .8 days per pay period.
- 3) Five through nine years of employment. All eligible employees who have completed from five (5) through nine (9) years of employment shall accrue paid leave at a rate of .9 days per pay period.
 - 4) Ten or more years of employment. All eligible employees who have completed ten (10) or more years of employment shall accrue paid leave at the rate of 1.0 days per pay period.
 - 5) Paid leave may not be accrued beyond the following maximums:
 - a. Less than one (1) year - 16 working days
 - b. One through four (4) years - 21 working days
 - c. Five (5) through nine (9) years - 24 working days
 - d. Ten (10) or more years - 26 working days
- c) Paid Leave Administration. Paid leave may be used for vacations, sickness, personal days or for other reasons subject to the following rules:
- 1) If paid leave is to be used for vacation, it shall be taken with the approval of the Department and in accordance with a Departmental vacation policy. Requests should be made thirty (30) days in advance, whenever possible, and the Department Head should consider the needs of County service and the seniority and wishes of the employee in granting paid leave for vacation;
 - 2) If paid leave is to be used for medical, optical, or dental appointments, the employee shall, whenever possible, receive prior approval of the Department Head;
 - 3) If the paid leave is to be used for sick days, requests for such a sick day should normally be made before an employee is regularly scheduled to report for duty. The employee shall inform his immediate supervisor of that fact and the reason therefore as soon as possible and failure to do so within a reasonable period of time may be cause for denial of paid leave for the period of absence.
 - 4) If the paid leave is to be sick leave for more than three (3) days, the Department Head has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of this sickness or injury and whether the employee has been incapacitated for work for said

period of absence;

- 5) If paid leave is used as a personal day, the employee, whenever possible, will give the Department Head at least one (1) day's notice;
- 6) Paid leave shall be charged as used in amounts of not less than one-half (½) of one (1) full day;
- 7) Department Heads shall keep necessary attendance records for paid leave time;
- 8) All employees must take off at least ten (10) working days per year of paid leave. Of this minimum of ten (10) days, there must be at least one (1) block of five (5) consecutive days off with pay;
- 9) Payment of unused paid leave time is permitted upon termination;
- 10) If a holiday occurs during the time an employee is taking paid leave and if the employee is regularly entitled to the holiday, the holiday will be paid to the employee and that day will not be deducted from the paid leave time.

ARTICLE XV: INSURANCE AND OTHER BENEFITS

Section 15.0. Insurance. The County will continue its master policies with its present insurance carriers (or equivalent plans carried with a reputable insurance carrier of the County's choice or self funded with a reputable insurance carrier or self insured as the County may choose) or will enter into new master policies with reputable insurers of its choice for the following insurances to be provided at the County's expense:

- a) Life Insurance for all employees covered by this Agreement shall be \$10,000.00
- b) Accidental Death and Dismemberment for all employees covered by this Agreement shall be \$10,000.00
- c) Medical/surgical coverage including semi-private hospitalization coverage, with \$3.00 co-pay prescription rider, IMB-OB and Master Medical Riders with an annual 100/200 deductible and 90/10 co-pay for all employees covered by this agreement and dependents. Effective 4-1-90 employees covered by this Agreement will contribute \$7.00 per pay as a share in the cost of health plan premiums, with said contribution to be paid by payroll deduction.
- d) Delta Dental Class I and II dental benefits at fifty percent (50%) with maximum of \$600.00 per person per year paid by the Employer. (50/50 - \$600.00 Plan)

- e) Professional Liability Insurance \$1,000,000 - \$3,000,000
- f) Employees regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for the following:
 - pro-rated paid leave time and holiday pay
 - fully paid dental insurance coverage
 - fully paid life insurance coverage in the amount of \$10,000
 - fully paid accidental death and dismemberment insurance in the amount of \$10,000
 - fully paid sickness and accident insurance coverage equal to sixty-five percent (65%) of the employee's gross weekly pay not to exceed \$400/week up to a maximum duration of twenty-six (26) weeks or the length of the employee's seniority, whichever is less, for each illness or accident
 - optional health insurance coverage should the employee elect to contribute twenty percent (20%) of health insurance premiums through payroll deduction.

Section 15.1. Retirement. Employees covered by this agreement shall receive the following retirement benefits:

LENAWEE COUNTY RETIREMENT PLAN - M.N.A.	
<u>Description</u>	<u>Benefit</u>
normal retirement	65 years
retirement benefit formula (annual)	2% X yrs svc X highest 60 consecutive months
vesting	8 years
mandatory retirement	none
early retirement (reduced benefit)	55/10 years
early retirement reduction	.56% X no months preceding 65th birthday, max: 60 months (33%) .28% x no months preceding 60th birthday, max: 60 months (17%)
deferred retirement	8 or more years: 65-regular 10 or more years: 55-reduced
disability retirement	total & permanent disability w/10 or more years; worker's compensation offset
death benefit	survivor's annuity (50%) for spouse and/or children

duty connected death benefit	none
maximum svc credit	none
compensation cap	none
optional forms of payment	straight life; optional reduced survivor's benefits
member contributions	2.5% of gross pay (pre-tax)
retiree health insurance	eligible on <u>100% self-pay</u> basis - County group plan up to age 65 - Medicare complementary coverage at age 65 - Medicare complementary coverage for surviving spouse

Section 15.2. Mileage. Mileage reimbursement **\$.31 per mile upon ratification, \$.32 per mile beginning January 1, 2000.** During the term of this agreement, should the mileage reimbursement rate be increased for ~~all~~ County employees, members of the bargaining unit would receive the same increase.

ANY JK 10/23/98 WAB 10/29/98

Section 15.3. Funeral Leave. When death occurs in a seniority employee's immediate family - i.e., spouse, parent, parent of current spouse, child, brother or sister, grandparent, brother-in-law or sister-in-law, the employee, on request, will be excused for the first three (3) normally scheduled working days immediately following the date of death provided she attends the funeral.

An employee excused from work under this Section shall, after making written application, receive the amount of wages she would have earned by working during the straight-time hours on such scheduled days of work for which she is excused provided she attends the funeral. Payment shall be made at the employee's rate of pay, not including premiums, as of her last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 15.4. Professional Programs/Seminars. In the event the Director of the Health Department or the Nursing Supervisor, in the interest of the Health Department, directs a nurse to attend a professional program, seminar or educational course, she shall be paid at her regular straight-time rate for all time lost while attending such program, seminar or educational course, and she shall be reimbursed for all out-of-pocket expenses necessitated by reason of attendance at such program, seminar or educational program **including for books and tuition.**

Upon the prior written approval of the Director of Nursing, any nurse desiring to attend work related professional programs, seminars, or educational courses in order to maintain and/or

improve her professional skills shall be paid at her regular straight-time rate for time lost from her regular working schedule and shall be reimbursed by the Employer for registration fees and travel expenses for her attendance. A receipt of payment and a verification of attendance shall be required before any reimbursement will be authorized.

The Employer will make a reasonable attempt to provide each nurse with the opportunity to use at least two days (or fifteen hours) during each calendar year for this purpose.

Requests made by nurses in accordance with this section shall be in writing, specifying subject matter, applicability, and costs anticipated to be reimbursed by the County.

Section 15.5. The Employer reserves the right to select or change any or all of the insurance carriers providing the benefits stated in Sections 15 and 16 or to be a self insurer, either wholly or partially, with respect to any and all benefits, and to choose and change any administrator of such plans, provided the level of such benefits remains substantially the same. The Employer agrees, to give the Association thirty (30) days advance notification of a possible change in the insurance carriers providing the benefits set forth in this agreement and to meet with representatives of the Association to discuss the proposed changes prior to their implementation.

Section 15.6. Coordination of Benefits. Should an employee and their spouse, or other immediate family member (under the same coverage) both work for the County, the County shall not be obliged to pay for two (2) different policies for such employees. The County shall ensure coverage for the affected employees under one (1) policy. It shall be the employees choice as to who shall be the principal subscriber. Should the principal subscriber's insurance coverage be discontinued, for any reason, the insurance coverage provided for by this section shall revert to the other employee.

ARTICLE XVI: SICKNESS AND ACCIDENT PLAN

Section 16.0. Sickness and Accident Plan. All current employees shall be covered under a sickness and accident insurance plan which will pay benefits based upon the first day of accident, the first day of hospitalization and the eighth day of sickness. The amount of benefits payable to an eligible employee shall be equal to 65% of the employee's gross weekly pay, but not to exceed \$400.00 per week. The maximum duration for sickness and accident benefits shall be twenty-six (26) weeks or the length of an employee's seniority, whichever is less, for each illness or accident.

Section 16.1. Long Term Disability. Employees covered under this agreement shall be eligible

to receive long term disability insurance which shall pay benefits equal to sixty-five percent (65%) of gross weekly pay up to a maximum of \$400/week for the lesser of two (2) years, the length of an employee's seniority or until an employee has established eligibility for a permanent and total disability under the County's pension plan, social security or worker's compensation.

Section 16.2. The long term disability coverage herein provided shall not be available to new employees until they have completed their probationary period.

Section 16.3. Worker's Compensation. All employees covered by this Agreement shall be covered by applicable Worker's Compensation laws.

ARTICLE XVII: GENERAL

Section 17.0. Bulletin Board. The Employer agrees to furnish space on one bulletin board in the Human Services Building for the Association's use in posting notices approved by the Director of the Health Department.

Section 17.1. Change of Address. Employees shall notify the Director of the Health Department of any change of address within five (5) working days after such change has been effected. Such notice shall be in person, by United States Certified Mail, or by telegram. The Employer shall be entitled to rely upon the address shown on the records.

Section 17.2. Military Service. Employees inducted, enlisting or entering the military service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

Section 17.3. The Employer recognizes and will not interfere with the right of employees to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the Employer or its agents against any employee because of membership in the Association.

Section 17.4. This Agreement terminates and supersedes all prior agreements, practices and understandings of any kind between the Employer and the employees.

Section 17.5. Equal Opportunity Employment. The provisions of this Agreement shall apply to all employees covered by this Agreement regardless of race, color, creed, national origin or sex.

Section 17.6. Representatives of the Association may visit the nurses they represent for the purpose of representing such nurses in the grievance procedure or at special conferences at

reasonable times during working hours, provided they shall have secured the prior permission of the Nursing Supervisor or the Director of the Health Department. Such visits shall not be conducted in such a manner which will interfere with the operations of the Health Department or the performance of an employee's duties including patient care.

Section 17.7. Immunizations and exams

The Employer offers to employees the opportunity of obtaining the following immunizations free of charge:

- a) Tetanus Toxoid series or booster
- b) Influenza immunization
- c) Diphtheria series or booster
- d) Polio series or booster
- e) Hepatitis B inoculation
- f) Tuberculosis skin test

The employer will provide a medical evaluation and treatment after an exposure incident. The employer also will maintain records of employee medical evaluations. An exposure incident includes any eye, mouth mucous membrane, non-intact skin, or parenteral contact.

Section 17.8. Service Ratings.

- a) When prepared. During the first year of employment, service ratings shall be prepared at the end of three (3) and six (6) months of employment. Thereafter, service ratings shall be prepared at twelve (12) month intervals.
- b) Who prepares. Ratings shall be prepared by the Nursing Supervisor.
- c) Discussion with employee. Ratings shall be discussed by the Nursing Supervisor with each employee. The employee shall sign the service rating and be given a copy signed by the Nursing Supervisor as evidence of having reviewed it.
- d) Appeal. An employee may appeal his rating to the Health Director if she feels it lacks fairness.
- e) Responsibility for initiating rating procedure. It shall be the responsibility of each major Nursing Supervisor to initiate the procedure when ratings are due.
- f) Service ratings shall not be subject to the Grievance Procedure.

Section 17.9. The Employer will continue to provide the following:

- a) A coffee room for use during rest periods;
- b) Free parking for employees.

Section 17.10. The Employer agrees that employees covered by this Agreement will be given time off work with pay to participate in civic action work when specifically approved by the Director or Nursing Supervisor. When an employee participates in such work, with the approval of the Director or the Nursing Supervisor and is not scheduled to work, she shall be paid at her regular straight-time rate for all such time worked.

The Lenawee County Health Department recognizes the Registered Professional Nurses subscribe to the Code of Ethics of the American Nurses Association and will support public health nurses in compliance with the code.

It may become necessary, from time to time, to change program assignments for public health nurses. As such, no nurse shall be placed into any job assignment that she is not qualified to perform nor asked to perform any task that is contrary to the Code of Ethics of the American Nurses Association. Should a conflict arise in interpretation of what constitutes a violation of the Code of Ethics, a meeting shall be held with the Nursing Director, the Medical Director, the Health Officer and the designated Michigan Nurses Association union representative to discuss the issue. A review and recommendation shall be reached after careful review of current medically established practices and final determination is agreed to by all parties hereto mentioned.

Section 17.11. Jury/Witness Duty.

1. Courts Outside Lenawee County

Leave with pay may be authorized by Supervisors in order that regular full-time employees may serve required jury duty. Also, in the case where a County employee is acting as a witness on behalf of the County, that employee may also receive time off with pay. Pay received from the County will be the difference between the jury fee and the employee's regular rate of pay.

2. County Court System

When serving required jury duty or serving as a witness on behalf of the County within one of the County's Courts, County employees will neither lose leave time nor will they receive jury pay or mileage unless the work situation warrants special consideration. The employee is expected to report back to work immediately if there is remaining time for a

scheduled work day when the day's jury/witness duty is completed.

Employees called to jury duty or as witnesses for the County must notify their Supervisors in writing as soon as possible about the jury/witness duty, and the approximate length of such service.

Section 17.12. Cellular Telephones. The county will provide a reasonable number of mobile telephones based upon the number of employees for the purpose of assuring personal safety and security while traveling on County business. Such telephones should only be used by staff members in the course of their work for the County. Nurses required to work outside the immediate City of Adrian vicinity will be supplied with Health Department cellular telephones.

Section 17.13. Personal Safety A Public Health Nurse that feels a job assignment places her personal safety at risk shall notify the Director of Nursing immediately and shall not return to that job assignment until she feels the threat to her personal safety no longer exists.

The Director of Nursing shall review the claim by the Public Health Nurse and assist the PHN in resolving the perceived threat, either by case referral to another more appropriate agency, or through direct intervention with the client. If the ^{TREAT} ~~treat~~ cannot be eliminated, the Director of Nursing shall notify the client that services rendered by a Public Health Nurse shall cease until such time as the conditions causing the perceived threat is eliminated.

J/K
10/23/99
WRB
10/28/99

ARTICLE XVIII: WAIVER

Section 18.0. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with a respect to any subject or matter not removed by law from the area of collective bargaining, that each of the parties has bargained in good faith upon all such demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, except as specifically set forth in Article XX, Section 20.1, or Article X, Section 10.1, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to,

or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIX: SEVERABILITY

Section 19.0. Severability. If any provision of this Agreement shall be in conflict with any existing or future State or Federal law or regulation or if the application of any provision of this Agreement would give rise to a violation of any existing or future State or Federal law or regulation, such provision shall become inoperative and the parties shall meet to renegotiate such provision, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

ARTICLE XX: DURATION

Section 20.0. Duration. This Agreement shall become effective upon ratification by the Association and covers the period of **January 1, 1998 through December 31, 2000.**

Section 20.1 This Agreement shall continue in full force and effect to and including **December 31, 2000** and for successive yearly periods thereafter unless notice is given in writing by either the Association or the Employer to the other at least sixty (60) days prior to **December 31, 2000** or any anniversary date thereafter of its desire to modify, amend or terminate this Agreement.

WITNESS WHEREOF, the parties have hereunto set their hands of the date first appearing above.

LENAWEE COUNTY HEALTH DEPARTMENT

BY: Larry W. Stephens

BY: _____

MICHIGAN NURSES ASSOCIATION:

BY: John Paul

BY: Deborah Hilton RN, BSN

BY: _____

LENAWEE COUNTY BOARD OF COMMISSIONERS

BY: Lowell Eisenman

BY: _____

APPENDIX A: WAGES

EFFECTIVE JANUARY 1, 1998

POSITION	START	6 MONTHS	1 YEAR
Public Health Nurse I	\$12.9255	\$14.4270	\$16.6740
Public Health Nurse II	\$13.7025	\$15.6660	\$17.8185
Public Health Nurse III	\$18.3855		\$19.0470

EFFECTIVE JANUARY 1, 1999

POSITION	START	6 MONTHS	1 YEAR
Public Health Nurse I	\$13.4425	\$15.0041	\$17.3410
Public Health Nurse II	\$14.2506	\$16.2926	\$18.5312
Public Health Nurse III	\$19.1209		\$19.8089

EFFECTIVE JANUARY 1, 2000

POSITION	START	6 MONTHS	1 YEAR
Public Health Nurse I	\$13.8458	\$15.4542	\$17.8612
Public Health Nurse II	\$14.6781	\$16.7814	\$19.0871
Public Health Nurse III	\$19.6945		\$20.4032

All Nurses shall move through the salary schedule as they meet the qualifications prescribed for Public Health Nurse I, Public Health Nurse II and Public Health Nurse III as follows:

Public Health Nurse I: Registered Nurse

Public Health Nurse II: Registered Nurse with three (3) or more years of public health nursing experience or BSN or Bachelors with related degree.


Public Health Nurse III: Registered Nurse, BSN or Bachelors with related degree with seven (7) or more years of public health experience; credit can be given at the time of hire towards the seven (7) years experience. New hires will be placed at the start level for wages. Lenawee County Health Department employees with the necessary education/experience will be placed at the one (1) year level for wages.

LETTER OF UNDERSTANDING


The parties agree to the importance of regular inservices to not only the individual employees and the employer, but also to the public to which services are provided. As such the parties agree:

- 1) The parties will observe the effectiveness of the employer's new provisions of scheduling inservices.
- 2) If there are continuing concerns by the nurses that adequate inservices are not being provided, the parties shall meet in a special conference to address and resolve the issue.


Michigan Nurses Association


Staff Council Chair


Lenawee County Health Department


Lenawee County
Board of Commissioners