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AGREEMENT

Between

COUNTY OF MACOMB

And

MICHIGAN NURSES ASSOCIATION

Representing

PUBLIC HEALTH NURSES - UNIT II
MACOMB COUNTY HEALTH DEPARTMENT

Macomb County

January 1, 1997
through
November 27, 1998

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PUBLIC HEALTH NURSES - UNIT II
MACOMB COUNTY HEALTH DEPARTMENT

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AGREEMENT

REGISTERED NURSES EMPLOYED AT MACOMB COUNTY HEALTH DEPARTMENT

THIS AGREEMENT entered into on the first day of January, 1997, between the County of Macomb, hereinafter referred to as the Employer or the County and the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864, a non-profit Michigan Corporation and its affiliate, the Nurses Staff Council, Unit II, on behalf of Public Health Nurse V's employed at the Macomb County Health Department, hereinafter referred to as the Association or Union.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and employees and the Association.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

NON-DISCRIMINATION CLAUSE

- A. The Employer, engaged in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment, will apply the provisions of the Agreement without regard to a nurse's race, color, national origin, sex, age, creed or marital status, and in accordance with applicable statutes.
- B. The Employer will not discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- C. No punitive or restrictive action shall be taken against excluded management personnel who might hereafter become members of the bargaining unit hereunder.

ARTICLE 1

RECOGNITION

- A. The County of Macomb hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative as defined in Section 11 of Act 379, P.A. of 1965 of the State of Michigan for a unit consisting of:

All Registered Professional Public Health Nurse V's (Professional shall mean the definition of Section 2 (12) - PROFESSIONAL EMPLOYEE AS DEFINED in the National Labor Relations Act) employed at the Macomb County Health Department excluding irregular part-time nurses, all other Registered Nurses employed at the Macomb County Health Department and the Division Directors.

- B. Persons who are awaiting Michigan registration and who are employed as nurses in the categories described above under a temporary permit issued by the Michigan Board of Nurses shall be included in the Unit. All other employees shall be excluded.

ARTICLE 2

ASSOCIATION MEMBERSHIP

Upon request, names and addresses of nurses employed to fill positions covered by this Agreement shall be furnished to the Association by the County of Macomb Human Resources Department. Names of nurses promoted or reassigned to permanent positions which are excluded by the bargaining unit shall be provided to the Association so they are not included in the collective bargaining activities of the Association.

ARTICLE 3

PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The County of Macomb agrees to deduct from the salaries of nurses dues for the Michigan Nurses Association, the American Nurses Association and the Macomb District Nurses Association when authorized in writing by each nurse.
- B. Individual authorization forms shall be furnished or approved by the Association and when executed, filed with the Human Resources Department of the County of Macomb.
- C. All authorizations filed with the Human Resources Department prior to January 1 shall become effective for the month of January. An authorization filed after January 1 shall become effective with the second pay period in the month following the filing of the Authorization.
- D. Authorizations once filed with the Human Resources Department shall be irrevocable for a period of one year or until termination of the Agreement between the County of Macomb and the Association (including any extensions, renewal or modifications thereof, or any new Agreement between the County of Macomb and the Association) and such authorization shall be automatically renewed for successive periods of one year, unless written notice of its revocation is given by the nurse to the County of Macomb and the Association by Certified Mail, return receipt requested, not more than thirty (30) or less than ten (10) days prior to the expiration of each term of one year or until the termination of the Agreement between the County of Macomb and the Association (including any extensions, renewals or modifications thereof, or any new Agreement between the County and the Association) whichever occurs sooner.
- E. Dues for the Nurses Association shall be deducted in twelve (12) monthly installments beginning with the second pay period of the month following the month in which the authorization is filed and each month thereafter.
- F. The Association shall, prior to December 1 and thirty (30) days in advance of the start of each County of Macomb Fiscal Year thereafter give written notification to the Human Resources Department of the amount of dues for the Michigan Nurses Association, American Nurses Association and the Macomb District Nurses Association, which are to be deducted. The amounts of deductions for these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment upon the Association providing the Human Resources Department with thirty (30) days notice of such change.

- G. Dues deducted shall be sent to the Association at its office at 2310 Jolly Oak Road, Okemos, Michigan, 48864, promptly under procedures to be established by the County of Macomb. The Association shall be responsible for disbursement of dues received by it to the treasurers of the various Associations.
- H. The County is not responsible for dues after the employee's termination.
- I. PAYROLL DEDUCTION FORM: The Payroll Deduction Form to be used in connection with this Agreement shall be in substantially the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION

Michigan Nurses Association
Lansing, Michigan

Dated: _____

To: COUNTY OF MACOMB

I hereby assign to the Michigan Nurses Association from any wages or salary earned or to be earned by me as your employee, my membership dues in the Michigan Nurses Association, the American Nurses Association, the Macomb District Nurses Association in the amounts shown below and I authorize and direct you to deduct one-twelfth of such annual dues from my second pay of each month and to remit the same to the Michigan Nurses Association.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the Agreement between the County of Macomb and the Michigan Nurses Association (including any extensions, renewals or modifications thereof, or any new Agreement between the County of Macomb and the Association) whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed for successive period of one (1) year or until the termination of the Agreement between the County of Macomb, and the Association, (including any extensions, renewals, or modifications thereof, or any new contract between the County of Macomb and the Association) whichever occurs sooner.

Signature of Employee

Social Security Number

ARTICLE 4

RECOGNITION OF AGENCY SHOP

TO THE EXTENT THAT THE LAWS OF MICHIGAN PERMIT, it is agreed that:

- A. Employees covered by this Agreement at the time "Agency Shop" becomes effective and who are members of the Association at that time, shall be required to continue membership in the Association for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Association at the time Agency Shop becomes effective shall be required to become members of the Association or pay a Service Fee to the Association which shall be equivalent to the Association Annual Membership Dues, for the duration of the Agreement. The time referred to herein will commence on October 1, 1974.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of Agency Shop and covered by this Agreement, shall become members of the Association or pay an equivalent service fee to the Association.
- D. If the employee chooses not to exercise the Payroll Deduction for Association Dues Option, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E.
1. Employees who shall tender an initiation fee, if required, (and if not already a member) and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 4.
 2. Employees who do not elect to become members of the Association, shall pay, in lieu of initiation fee and periodic dues, uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 4.
- F. Employees shall be deemed to be in compliance with the meaning of this Article IV if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- G. The Employer shall be notified in writing by the Association of any employee who is sixty (60) days in arrears in payments of membership dues, or service fees.
- H. In the event that a Bargaining Unit member neither pays membership dues directly to the Association nor authorizes the payment of membership dues or fees through payroll deduction, or if a represented employee fails to become a member of the Association and neither pays the required service fee directly to the Association nor authorizes payment of the service fee through payroll deduction, the Employer shall, pursuant to relevant law, and at the request of the Labor Relations Representative, deduct membership dues or service fees, whichever are applicable, from the wages of the identified Bargaining Unit member or represented employee and remit same to the Association as provided for herein.
- I. Limit Of Employer's Liability: The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees, as authorized by them, under the Payroll Deduction for Association Dues Provisions of this Agreement.

The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 3, Payroll Deduction for Association Dues and Article 4, Recognition of Agency Shop of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

- A. The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type of facilities to be operated; to determine the methods, procedures and services to be provided.
- B. The Employer, in addition to the rights set forth in A. above, shall have the right to hire, promote, assign, transfer, discipline (up to and including discharge), layoff and recall; to establish work rules, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.
- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or other, all matters not specifically and expressly covered by the provisions of paragraph A. and B. of this Article, except as otherwise provided in this Agreement.

ARTICLE 6

PROFESSIONAL NEGOTIATION PROCEDURE AND REPRESENTATION

- A. Selection Of Representatives And Ratification: In any negotiations described in this Article neither Party shall have control over the selection of the negotiating representatives of the other Party. It is recognized that no final agreement between the Parties may be executed without ratification by a majority of the membership of the Association with the approval of the Michigan Nurses Association and without ratification by the County of Macomb, but the Parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.
- B. Professional Committee: Registered Professional Nurses employed by the Health Department shall be represented by a Professional Rights and Responsibilities Committee (PR & R Committee) composed of up to three (3) members. They will be nurses employed at the Health Department and their selection will be in a manner determined by the nurses. The Employer will recognize the Professional Rights and Responsibilities Committee members as representatives of the Association in the administration of the provisions of the Agreement and the grievance procedure. The Association will keep the Employer informed in writing of the nurses' names and their alternates who are members of this Committee. The alternates shall serve only in the absence of the regular members of the Committee. The PR & R Committee shall process grievances at all levels of the procedure with no more than two (2) designated representatives present. However, the Committee or the Employer may request participation of a representative(s) of the Michigan Nurses Association State Office once the grievance reaches Step 2.
- C. Negotiating Committee: The Staff Council will be represented in negotiations by a Negotiating Committee composed of two (2) designated nurse representatives from the Health Department.

- D. Professional Negotiations: Professional negotiation meetings between the Parties may be held at times during the scheduled working hours of the Association's Negotiating Committee members. The Employer will arrange to release the designated nurse representatives from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.
- E. Grievance Adjustments: The Employer will grant necessary and reasonable time off with pay during such PR & R Committee member's scheduled working hours during any calendar week to those members of the Committee or their alternates who must be present to participate in the processing of grievances. The privilege of the designated nurse representatives from the Health Department of the Professional Rights and Responsibilities Committee to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused.
- On grievances starting with Step 2, the designated PR & R Committee Representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.
- F. Facility Access: Representative of Michigan Nurses Association, after first notifying the Department Head/Designee and Division Director, may visit the areas where the Registered Professional Nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and that they do not interfere with the service of the Health Department.
- G. Arbitration: The Employer will compensate any designated member of the PR & R Committee who is a regular employee and/or any alternate of this Committee acting in the absence of a regular member of the Committee, for any of their scheduled working hours which are required in connection with arbitration.

ARTICLE 7

THE ROLE OF THE NURSE

- A. The Parties hereto recognize the common goal and responsibility of providing to the citizens who require it, nursing care which is both safe and adequate in accordance with appropriate standards.
- B. Both Parties agree that the Registered Nurse as provided in the Michigan Nurse Practice Act must and shall have authority commensurate with his/her responsibility for directing, teaching and supervising less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility for assessing, planning, implementing and evaluating nursing care including health teaching and coordination of services. The Registered Nurse performs the aforementioned responsibilities in a variety of Health Department Nursing Programs and work settings.

ARTICLE 8

INTRADEPARTMENTAL CONFERENCES

- A. In the interest of good communications, to cultivate and achieve mutual understanding and cooperation, and to develop responsible participation, conferences will be arranged with the Health Department

Administration, at the request of either Party hereto, to exchange ideas and information on special situations relating to administrative procedures.

1. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Such conference shall be scheduled within ten (10) working days after the request is made, to be held at a future date mutually agreed upon.
 2. Association member participants, if scheduled to work at the time of the Conference, shall continue to be paid their regular rate for the time spent in such Conference. Such participants will not exceed three (3) members. The Staff Representative of the Michigan Nurses Association may be present if requested. Such attendance will be noted on the submitted agenda.
 3. Such conferences shall not exceed one per month in frequency unless additional meetings are arranged by mutual agreement between the Parties.
 4. The foregoing shall not be construed or utilized in any manner that would impede or impair the Employer's rights to manage its affairs and/or direct its work force.
- B. SPECIAL CONFERENCES: Special Conferences mutually agreed upon, will be arranged between the Unit Chairperson and the Director Human Resources, or designee, for purposes of discussion of important matters. Such meeting shall be between at least two (2) representatives of the Employer and a maximum of two (2) representatives of the Association. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Members of the Association shall not lose time or pay for time spent in such Special Conferences. Representatives of the Michigan Nurses Association shall be permitted to attend and participate in Special Conferences. Reasonable time prior to convening of any Special Conference shall be allowed Association Representatives for purposes of discussion and caucus.

ARTICLE 9

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement, without any interruption or disturbance of the normal operation of the Health Department.
- B. The nurse(s) having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
 1. STEP 1: VERBAL: The nurse(s) must first discuss the specific grievance with the immediate Supervisor. At the request of the Nurse, a PR & R Committee Representative may be present during the discussion. Reasonable time will be granted the Nurse for the purpose of appraising the PR & R Committee Representative of the alleged grievance. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

2. STEP 2: WRITTEN:

- a. If the grievance is not settled at the verbal step, a written grievance may be filed by the PR & R Committee Representative with the employee's immediate Supervisor within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the PR & R Committee Representative and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.
- b. A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head or designee shall give a written answer to the PR & R Committee Representative.

3. STEP 3: DIRECTOR HUMAN RESOURCES:

- a. If the grievance is not settled in Step 2, such grievance may be submitted by the PR & R Committee Representative to the Director Human Resources, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the PR & R Committee Representative. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Human Resources Department.
- b. The PR & R Committee Representative must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the PR & R Committee Representative's written request. The Association representatives at said meeting may include, at the Association's discretion, the PR & R Committee Representative or designee, the grievant and a Labor Relations Representative of the Association. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.
- c. The decision of the Director Human Resources shall be given in writing to the PR & R Committee Representative within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: ARBITRATION: If the grievance is not satisfactorily settled in Step 3, the M.N.A. Labor Relations Representative has thirty (30) days from the final answer to file for arbitration, by sending a letter to the Director Human Resources. Said letter shall identify the name of the arbitrator as selected by the procedure set forth below. If the Labor Relations Representative fails to request arbitration within the time limit, the grievance shall be deemed not eligible to go to arbitration.

C. SELECTION OF THE ARBITRATOR:

1. Within thirty (30) days of the receipt of the written demand for arbitration, the Union shall notify

one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.

2. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The Parties may then move to the next arbitrator listed.
3. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
4. Any arbitrator on the list may be removed from the list unilaterally by either Party during the life of the Agreement by written notice to the other Party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
5. If all arbitrators listed in the attached Letter of Understanding are made unavailable according to the provisions of this Section C, the American Arbitration Association procedure shall be followed by the Parties. Likewise, if the Parties mutually agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.
6. The Parties shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Party shall be presented or accepted at the hearing, except as such facts or information may be made available to the other Party prior to the Arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The fees and expenses of the Arbitrator shall be shared by the Parties equally.
3. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Association and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

4. The PR & R Committee Representative and grievant involved with a grievance that requires arbitration, will be compensated for normally scheduled working hours that are required in connection with the actual arbitration procedure.
5. Each Party will be responsible for compensation to witness(es) as required by the respective Party.

E. GENERAL CONDITIONS:

1. Withdrawal Of Grievances: A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated.
2. Computation Of Back Wages: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, offset by any other Employer paid benefits or compensation.
3. Time Of Appeals: Any grievance not appealed within the time specified in the particular Step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular Step within the specified time limits, the Union may appeal the grievance to the next Step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
4. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.
5. Time Limits: Time limits may be extended at any Step of the grievance procedure by written mutual consent by the Parties.
6. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
7. Nothing contained herein shall be deemed to abrogate an employee's right to discuss normal customary administrative situations with the immediate supervisor. However, if the employee deems a situation sufficiently worthy as a basis of complaint, the procedure hereinbefore set forth shall be followed.

ARTICLE 10

NEW EMPLOYEES

- A. A new employee is to be started at the minimum salary based upon the applicable hourly rate designated for the position to be used; PROVIDED however, upon consultation between the Department Head/Designee, Director Human Resources and the Finance Director, the employee, if he or she has had previous experience in the work similar to the type of work to be performed for the County may be given credit for one-half (1/2) of such experience and the minimum salary may be increased on the basis of

increments allowed as if said employee had been employed by the County. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Department Head/Designee is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, Chairman of the Budget Committee, Finance Director, Director Human Resources and the particular Department Head/Designee.

- B. Probationary Period: Probationary period for new employees will be a period of six (6) consecutive months during which new employees must serve on the job to determine their ability to perform duties assigned them. At any time during this period the Employer may dismiss the employee, and such employee shall not have recourse through the Grievance Procedure and/or Special Conference provisions of this Agreement, as such recourse relates to the dismissal.
- C. Temporary Permit: Nurses employed on temporary permits pending Michigan Registration, shall work at the beginning step of the salary schedule until fully registered, at which time they shall be placed on the appropriate step on the salary schedule as provided herein.

ARTICLE 11

REGULAR EMPLOYEE

- A. REGULAR FULL-TIME EMPLOYEE: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked thirty (30) hours per week or more for a period of at least six (6) consecutive months, provided such status as a Regular Employee shall continue so long as the foregoing minimum standard is complied with.
- B. REGULAR PART-TIME EMPLOYEE: One who is hired on a regular basis to fill a budgeted position which requires at least fifteen (15) hours but less than thirty (30) hours per week and/or any other employee who shall have worked fifteen (15) hours per week but less than thirty (30) hours per week for a period of at least six (6) consecutive months, provided such status as a regular part-time employee shall continue so long as the foregoing minimum standard is complied with. Provisions of this paragraph shall apply only to those benefits specifically referred to in this Agreement.

ARTICLE 12

PERFORMANCE EVALUATION

A newly appointed nurse shall have a written evaluation of the nurse's work performance from the immediate supervisor within three (3) months following employment and again prior to the completion of the probationary period and annually thereafter. The nurse shall acknowledge receipt of such evaluation by signature. All other nurses shall have a written evaluation of their work performance from their immediate supervisor annually. 1.) These evaluations will be discussed with each nurse by the immediate supervisor. 2.) They shall acknowledge receipt of such evaluation by signature and may affix their comments upon the evaluation. Such signature will imply neither agreement or disagreement with such evaluation and each nurse will receive a copy of their evaluation. 3.) The evaluation with the nurse's comments will be reviewed by the appropriate Division Director and subject to final review by the Department Head. 4.) The criteria of Nursing Evaluations will be reviewed jointly by the Association and the Health Department Administration.

ARTICLE 13

PROMOTIONS AND JOB OPENINGS

- A. Promotions to a higher classification will be based on all qualifications. These qualifications include required duties and responsibilities of the current job description, demonstrated ability and aptitude for positions of increased responsibility, successful completion of an interview process, at least the minimum educational requirements for the position which is sought and at least the minimum nursing experience for the position which is sought. It will be the policy of the Employer to post job openings and requirements for such openings on the appropriately designated bulletin board, along with the appropriate job description. Employees interested in the promotion must indicate this interest by written submission to the Human Resources Department. Qualifications being equal, the seniority of the employee will then receive first consideration. Postings shall be for a ten (10) working day period. If necessary, a temporary appointment may be made by the Division Head, but without prejudice to employees seeking the job.
- B. An employee with regular status promoted to a higher classification will have a period of one hundred twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.
- C. Nurses on staff who meet all qualifications and demonstrate the potential ability and aptitude for positions of increased responsibility will be given every consideration for promotion when vacancies occur. Potential ability and aptitude may be demonstrated through participation in various activities; for example, various internal task forces, committees and projects, as well as annual performance evaluations.
- D. While preference will be given to internal candidates nothing in this section shall preclude the Department from employing qualified external candidates when a qualified internal candidate cannot be identified pursuant to the provisions of this Article 13 herein.

ARTICLE 14

SALARY INCREMENTS

After employment, each employee will be entitled to one normal increment after each thirteen (13) continuous, complete two-week pay periods, until the employee has reached the maximum salary level, if approved by the Department Head. Such increment will become effective on the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head/Designee before becoming effective; providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Director Human Resources.

ARTICLE 15

MILEAGE

Mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned County business will be in accordance with the State of Michigan mileage reimbursement formula, disregarding any fractions of a cent. Adjustments shall be made annually.

ARTICLE 16

WAGE RATES FOR NEW CLASSIFICATIONS

When a new classification is established by the Macomb County Board of Commissioners that is to be placed in the bargaining unit, the Employer shall place the new classification in the Wage And Increment Schedule that is found in Appendix A of this Agreement. If the Association Chairperson does not agree with the Wage And Increment Schedule that was assigned by the Employer, the Association Chairperson may submit the assignment of the Wage And Increment Schedule to the Grievance Procedure at the Third Step.

ARTICLE 17

TEMPORARY ASSIGNMENT

A nurse, who upon the Division Head/Designee's written request, temporarily assumes the duties and responsibilities of a position of greater than his/her normal responsibility, which is classified on a higher schedule, shall be paid at the higher salary schedule rate for such full days of temporary service, provided such temporary transfer shall be for a period of thirty (30) or more days.

ARTICLE 18

HOLIDAY BENEFITS

A. The designated holidays are:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	One-half (1/2) day Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
The day AFTER Thanksgiving	December 24th
Christmas Day	December 31st
Floating Holiday	General Election Day in the EVEN numbered years

B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.

1. The holiday designated must fall on the week days, that is, Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.

4. Christmas Eve and New Year's Eve:
 - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
7. Effective October 1, 1996, an employee must work one (1) year before becoming eligible to use the Floating Holiday.

ARTICLE 19

OVERTIME PAY/COMPENSATORY TIME

- A. All Registered Nurses hired or transferred into the Macomb County Health Department on or after May 26, 1976 shall not receive the additional week of Annual Leave and/or participate in the adjusted work week, as provided for, under current practice of the Macomb County Health Department.

Registered Nurses who are NOT eligible for the additional week of Annual Leave may request, and upon approval, be granted up to five (5) additional leave days WITHOUT PAY, per year.
- B. All Registered Nurses hired or transferred into the Macomb County Health Department on or before May 25, 1976 shall be allowed to choose between retaining the additional week of Annual Leave and participation in the adjusted work week, as provided under current practice of the Macomb County Health Department, or receiving compensation as provided for in this Article 19, paragraph C herein.
- C. All Registered Nurses hired or transferred into the Macomb County Health Department on or after May 26, 1976 and those Registered Nurses hired on or before May 25, 1976 who choose the option provided for in this Article 19, paragraph C, shall receive compensation at the rate of 1 1/2 times their regular hourly rate for all hours scheduled and authorized over and above 37 1/2 hours per week or 7 1/2 hours per day. However, contingent upon mutual agreement between the Department Head/Designee and the affected employee, any Registered Nurse may choose to receive compensatory time off at his/her regular rate of pay, on an hour for hour portion thereof basis, in lieu of receiving overtime pay described in this Article 19, paragraph C.
- D. All Registered Nurses hired or transferred into the Macomb County Health Department on or before May 25, 1976 shall choose either the option as described in paragraph B herein or the option as described in paragraph C herein, in writing, on or before June 28, 1976. Such choice shall be transmitted to the

Director Human Resources and shall be final and binding. Any Registered Nurse who does not exercise such option in writing on or before June 28, 1976, shall be deemed to have chosen the overtime pay option as described in Article 19, C herein.

- E. The option selected by Registered Nurses hired or transferred into the Macomb County Health Department on or before May 25, 1976, shall remain in effect so long as such Registered Nurse exercising that option remains in the employ of the Macomb County Health Department on a continuous basis and his/her employment is not terminated as provided for under Article 30, Seniority, section F, in this Agreement between the Parties.

ARTICLE 20

ANNUAL LEAVE (VACATION)

- A. Full-time employees shall be entitled to earn Annual Leave (Vacation) time according to the following schedule:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED:</u>	<u>DAYS EARNED PER BI-WEEKLY PERIOD:</u>	<u>UP TO AN ANNUAL MAXIMUM OF:</u>
less than 5	.38	10 days
5	.57	15 days
10	.65	17 days
13	.77	20 days
20	.80	21 days
21	.84	22 days
22	.88	23 days
23	.92	24 days
24	.96	25 days

- B. PART-TIME REGISTERED NURSES shall be entitled to Annual Leave of .038 of an hour for each hour worked, to a maximum of seventy-five (75) hours or ten (10) Annual Leave days per year.

PART-TIME REGISTERED NURSES who complete five (5) consecutive years of service, shall be entitled to earn Annual Leave on the basis of .057 of an hour for each hour worked, to a maximum of seventy-five (75) hours or ten (10) Annual Leave days per year.

- C. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- D. Annual Leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months.
- E. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay said employee received at the time of termination.

- F. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- G. County of Macomb employees who have been in the Armed Services of the United States under Military Leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from Military Service, be given a vacation bank at the rate of one day for each month or part thereof spent in the Armed Services. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- H. Vacation schedules for employees covered by this Agreement shall be developed by the Department Head/Designee and must have his/her approval.
- I. Split vacations will be granted only when due and proper notification has been given to the Department Head/Designee and with his/her approval.
- J. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- K. Vacation time in excess of three (3) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head/Designee. Current Annual Leave practices in effect at the Public Health Department shall continue.
- L. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one day continuous with the vacation, except for those employees receiving holiday pay or compensatory time off in lieu of, as outlined in the holiday pay provision of this Agreement.

ARTICLE 21

SICK LEAVE

- A. Every full time employee shall be entitled to sick leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of 125 work days (937.5 hours).
- C. An employee may utilize sick leave allowance for absences:
 - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this Section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 5. Personal Days: Any employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
 - E. The employee may be required to produce evidence, in the form of a medical certificate of the adequacy of the reason for absence during the time for which sick leave is granted.
 - F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
 - G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however, that sick leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated sick leave time shall be forfeited.
 - H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
 - I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
 - J. Employees who normally work at least thirty (30) hours per week, but for a period each week less than thirty-seven and one half (37 1/2) hours, shall be entitled to sick leave, as above, on a basis proportionate to the time they have worked.

ARTICLE 22

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.

- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. For employees hired on or after January 1, 1974, this payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
- C. Payoff When There Is No Retirement:
1. An employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.
 2. In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.

ARTICLE 23

BEREAVEMENT LEAVE

Upon presentation of proper proof as required by the Employer, such as, but not limited to, newspaper death or obituary notices, the following Bereavement Leave Policy will apply:

- A. The employee will be granted three (3) days off with pay due to a death in the employee's immediate family. The term immediate family shall mean: mother, father, current spouse, children. Bereavement leave granted under these circumstances shall not be deducted from Sick Leave.
- B. The employee will be granted one (1) day off with pay, not deductible from Sick Leave, for the death of one of the following: mother-in-law, father-in-law, brother, sister. Upon request, an employee may use two (2) additional bereavement leave days for the death of a relative listed in paragraph B. These two (2) additional bereavement leave days will be chargeable to Sick Leave.
- C. The employee will be granted three (3) bereavement leave days chargeable to Sick Leave for the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law of the employee; it shall also mean grandparents, grandchildren, nephews, nieces of the employee's current spouse.

ARTICLE 24

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:

1. Personal illness/injury
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
2. Illness/injury in immediate family.
3. Education.
4. Military Service.
5. Personal reason (Personal reason includes but is not limited to the birth of a child, to care for a newborn, the adoption of a child or the placement of a child in foster care).

B. General Provisions:

1. Leave of absence may be with pay or without pay.
2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family
 - Education
 - Personal reason
 - Personal illness/injury
 - b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
 - Military Service
 - An illness/injury for which an employee is eligible for and receiving Worker's Compensation benefits.
5. Duration of Leaves of Absence:
 - a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:

- Personal illness/injury

- Education

- b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Department Head and the Director Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.
7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.
8. Family And Medical Leave Act: The Employer reserves the right to determine whether or not a requested leave is provided pursuant to the Family and Medical Leave Act.

C. Types of Leaves of Absence:

1. Personal illness/injury:
 - a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/injury
 - (2) Dates of incapacity, including the anticipated date of return to work
 - (3) Physician's name, signature, address and telephone number
 - c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.
 - d. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
 - e. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.

- f. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. **Illness/Injury of a Member of the Employee's Immediate Family:**
- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee, or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. **Education:**
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. **Military:**
- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
 - c. An employee while attending, pursuant to governmental orders, the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.
 - d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.

- e. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.
5. Personal Reasons:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department or designee.
 - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

ARTICLE 25

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.
 - b. Effective August 1, 1996, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. The amount of coverage shall be equal to 1, 2, 3, 4 or 5 times the employee's annual salary (rounded to the nearest thousand dollars) and based on the Employer's and individual's combined level of coverage. The amount of life insurance shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement. Rates and conditions shall be subject to those established by the insurance carrier.
 - c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
2. Retirees: The Employer will provide fully paid Life Insurance coverage, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

- 1. Active Employees: The Employer shall provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular employees and their eligible families on the following basis and coverage:
 - a. Blue Cross/Blue Shield MVF1, and Master Medical coverage, ML Rider and OB Rider.

- b. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- c. Effective July 1, 1996, eligible employees covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program and subject to the following terms and conditions:
 - (1) Co-Pays For Preferred Rx Plan:
 - (a) Co-pays for prescriptions received from a Preferred Rx network pharmacy will be \$5.00.
 - (b) Co-pays for prescriptions received by mail-order will be \$2.00.
 - (2) The Employer will pay the monthly premium for such coverage for all eligible employees.
- d. Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- e. The Employer shall offer active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- f. The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

Employees shall be required to show proof annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the \$750 annual payment.

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or the parents' coverage has ceased. In such cases, the employee shall be allowed to enroll in a County-sponsored plan at the next billing period.

- 2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.
- b. Coverage shall be limited to Blue Cross/Blue Shield MVF1 Master Medical with ML Rider, or its substantial equivalence.
- c. Preferred Rx Managed Prescription Drug Program: Effective July 1, 1996, an eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program. Coverage is as follows:
- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00
 - (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order, will be \$2.00.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:
- Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.
- f. Employees who retire under the Provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance Program offered by the U.S. Government. Failure to

participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.

- g. Retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. The Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. The Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

Retirees shall be required to show proof annually that a spouse has health care coverage that includes the retiree before said retiree will be declared eligible to receive the \$750 annual payment.

Retirees whose spouse's health care plans cease to cover the retiree, shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's coverage has ceased. In such cases, the retiree shall be allowed to enroll in a County-sponsored plan at the next billing period.

C. Health Maintenance Organization:

- 1. Active Employees: The Employer will provide a Health Maintenance Organization option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance.
- 2. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- 3. Retirees: The Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit, provided the premium does not exceed the cost of the present insurance.

A retiree will have the option of retaining his/her HMO coverage at time of retirement or converting from Blue Cross/Blue Shield to HMO coverage during the County's annual open enrollment period.

D. Dental Insurance: A Dental Insurance Program will provide the following:

1. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
2. Waiting Period: Employees hired on or after May 1, 1981, who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

E. Optical Program: An Optical Insurance Program will provide the following:

1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

F. Liability Insurance: The County shall provide for each regular employee Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.

G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 26

WORKER'S COMPENSATION DISABILITY

A County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any Employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.

- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 11, Regular Employee. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
- H. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 - 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) of the employee's regular wage or salary. The County's 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
 - 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 27, Retirement System and the Macomb County Employees' Retirement Ordinance.
 - 4. Any Sick or Annual Leave earned and accrued once the County two-thirds (2/3rds) pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.

- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 27

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employee.
- B. Effective June 1, 1996, the pension multiplier is 2.2% and the County pension shall not exceed 66%. The employee's contribution to the retirement system is 2.5% of his/her compensation.
- C. Notwithstanding the provisions of Section 2(11) and 2(12) of the Macomb County Employees' Retirement System Ordinance, when an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. (This provision's effective date is January 1, 1996).
- D. Annuity Withdrawal: Any member covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 21, 23, or 29 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.
- E. Purchase Of Military Service Credits: A member who wishes to purchase military service credits as provided in Section 20 of the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction. A member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 20 of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- F. Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 of the Ordinance. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26(a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
- G. Deferred Retirement Allowance Option: In the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

A vested former member who withdraws accumulated member contributions and voluntarily forfeits credited service in the System thereby forfeits all rights in and to the portion of the pension attributable to the forfeited credited service.

- H. Non-Duty Death Retirement Allowance: Any bargaining unit member who continues in the employ of the County for more than ten years and has not nominated a beneficiary as provided in the Macomb County Employees' Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her spouse as beneficiary.

ARTICLE 28

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.

B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.

C. The basis of longevity compensation is as follows:

1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
3. Continuous employment, for the purposes of this policy, shall not be considered to be interrupted when absences arise which are related to: paid Annual Leave (vacations), paid Sick Leave; paid Worker's Compensation (not to exceed one year) and approved Leaves of Absence without pay.

Time spent while on Worker's Compensation is not credited for accrual of Longevity time because such time is calculated into Worker's Compensation benefits. The employee shall have his/her Longevity payment reduced by the proportionate amount of time that the employee was on Worker's Compensation.

While Leaves of Absence without pay shall not be considered a break in continuous employment, an employee shall not receive service credit time during said Leave. The employee shall have his/her Longevity payment reduced by the proportionate amount of time that the employee was on the Leave of Absence without pay.

4. Effective January 1, 1990, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary not exceeding \$18,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph C.1, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full-time employment is attained.
5. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000):

STEP	CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR	PERCENT USED, BUT ON BASE NOT IN EXCESS OF \$18,000
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

D. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are

eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision D.1 below:

1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service from the preceding November 1st to the calendar month in which termination takes place. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
 2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
 3. An approved Leave of Absence without pay for reasons of personal illness/injury shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence without pay for illness/injury in immediate family, education, military service and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- E. Military service time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- F. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such, subject to withholding tax, social security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- G. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

ARTICLE 29

JURY DUTY

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor. The employee's schedule may be adjusted by the employer, provided, however, no employee shall be required to work any number of hours, when added to the number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a work day. In addition, the hours of work and the hours of jury duty combined shall not extend beyond the normal and customary quitting time of the employee.

Should any employee be released from jury duty prior to the end of that shift, the employee shall return to the department and work until the conclusion of that day's shift.

The employee shall be paid his/her normal daily wage for each day worked and/or assigned to jury duty. The employee shall endorse any payment received as a result of jury duty service and deliver that payment to his/her immediate supervisor. Expenses provided to employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the employee.

ARTICLE 30

SENIORITY

- A. New employees shall be on a probationary status for the first six (6) months of their employment with the Macomb County Health Department, in accordance with provisions of the probationary period provided for in this Agreement. Upon successful completion of the probationary period the employee's departmental seniority will be retroactive to their date of hire and computed as described in B below.
- B. Departmental Seniority:
1. Full-time nurses shall accumulate departmental seniority from their last date of full-time hire. Departmental seniority shall be computed on the basis of full-time service, unless otherwise abridged by this Agreement.
 2. Part-time nurses shall accumulate departmental seniority based on the total number of actual paid hours from their last date of hire as a part-time employee as defined under Article 11, Regular Employee, Section B.
- C. Classification Seniority:
1. Classification seniority is service time earned by an employee in a particular classification covered by this Agreement from the date of entry into that classification by date of hire, date of promotion, date of transfer or otherwise. Classification seniority will continue so long as the employee remains within the affected classification.
 2. Upon transfer or promotion to a different classification within this bargaining unit, a new classification seniority date will commence on the date of such transfer or promotion. Upon return to a prior classification, the affected employee will be credited with seniority previously earned in that classification.
 3. Classification seniority will prevail for purposes of layoff and recall rights within the classification that the employee occupies at the time prior to a layoff.
- D. Date of entry into County employment will provide a seniority date that will prevail for the purposes of annual leave and sick leave eligibility and accumulation, longevity, retirement and similar fringe benefits the Parties hereto may agree upon.
- E. The Employer shall post a seniority list once each year, during the month of July. The Association shall be notified every ninety (90) days of any changes in the list.

F. Loss Of Seniority: An employee shall forfeit seniority for the following reasons:

1. The employee voluntarily resigns.
2. The employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address that the employee has lost service credit and employment has been terminated.
4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. Return from Sick Leave and Leaves of Absence will be treated the same as 3 above.
6. The employee withdraws his/her contributions from the Macomb County Employees' Retirement System.
7. He/she retires.

ARTICLE 31

LAYOFF

A. Layoff is defined as reduction in the work force.

1. Layoffs, as required, shall be made within the affected classifications in the affected department.
2. In the event of a layoff, a nurse who may be temporary, casual, contractual or probationary, or licensed by temporary permit shall be laid off before a seniority employee in the affected classification.
3. If a further reduction in the work force is required, such reduction in the case of seniority employees will be made by layoff of part-time seniority employees in inverse order of seniority within the affected classification in the affected department. Should further reductions in the affected classification be necessary, full-time seniority employees will be laid off by inverse order of seniority in the same manner as part-time employees.
4. When there is to be a reduction in the work force, a more senior employee shall have the right, at his/her discretion, to accept a voluntary layoff instead of a less senior employee. This decision must be made at the time the reduction takes place and will be binding for the term of such layoff.

B. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of such layoff. The staff council chairperson and the Association shall receive a list from the Employer, of the employees being laid off, on the same date as the notices are issued to the employees.

ARTICLE 32

RECALL

- A. When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file by Certified Mail. If the affected employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.

Temporary employees that are released by virtue of any reduction in the work force will not be returned to such temporary assignment while seniority employees covered by this agreement are on a layoff status.

- B. Recall rights for laid off employees will be limited to a period of one (1) year, or length of departmental seniority, whichever is greater, EXCEPT for employees hired on or after January 1, 1983, who after layoff shall have recall rights limited to length of departmental seniority but in no event to exceed a period of eighteen (18) months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 33

MAINTENANCE OF DISCIPLINE

- A. Registered professional nurses will abide by the Code for Professional Nurses of the American Nurses Association and by such rules of the appropriate health facility promulgated to assure the best possible patient care and the efficient operation of the facility.
- B. Discipline that is necessary will be of a corrective nature rather than punitive and will be based on verbal warnings followed by a written warning from the appropriate Division Director/Designee before any penalty is assigned. A person receiving such a written notice shall sign a copy thereof to acknowledge receipt of the warning.
- C. Nothing in this section shall prevent the Employer from appropriately disciplining an employee for cause, up to and including immediate discharge. Such discharge may become a subject for the grievance procedure. An employee shall have the right to consult with a member of the PR & R Committee and to appeal any such disciplinary action taken by following the grievance procedure. Any employee who is discharged shall have the right to consult with the PR & R Committee member before leaving the Facility.

ARTICLE 34

RESIGNATION/DISCHARGE FROM EMPLOYMENT

- A. At least two (2) weeks written notice of resignation of employment shall be given by the employee.
- B. At least two (2) weeks written notice of discharge of employment or pay in lieu thereof shall be given to the nurse by the County of Macomb except for unusual circumstances where there is just cause for immediate discharge.

ARTICLE 35

PROFESSIONAL MEETINGS

- A. The Employer may direct attendance by registered professional nurses at professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in his/her professional capacity.
- B. Nurses desiring to attend professional meetings shall submit request to the Division Director.
- C. If the Employer so directs their attendance, registered professional nurses may be given time off, without loss of pay, to attend such professional meetings and will be reimbursed for reasonable and associated costs incurred by such attendance.

ARTICLE 36

EDUCATIONAL COURSES

Excused leave with pay for attendance at afternoon or evening classes of related educational courses shall be granted Registered Nurses at the Macomb County Health Department, after written request to and approved by the Division Director in accordance with established Health Department policy and procedures.

ARTICLE 37

WITHHOLDING OF PROFESSIONAL SERVICES

- A. The Parties hereto also recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan.
- B. It is further recognized that the needs for care and proper treatment of patients in the health facility are of paramount importance and that there would be no interference with such care and treatment.
- C. Adequate procedures having been provided for the equitable settlement of any grievance arising under this Agreement, the Parties hereto agree that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes or other similar action which would involve suspension of work and that may disturb or interfere with the welfare of patients or the public.
- D. The County shall have the right to discipline or discharge any employee participating in a strike, slowdown or other such interference with the care of patients and the Association agrees not to oppose such action. It is understood, however, the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

ARTICLE 38

PHYSICAL EXAMINATIONS-EMPLOYEES

- A. An examination may be invoked relative to those employees returning to County employment from extended leave of absence or sick leave.

- B. Tests And Immunizations: With respect to tests and immunizations the Employer will follow the policy in effect at the time of the effective date of this Agreement and the Employer will negotiate any changes to this policy prior to the implementation of such changes. If tests and immunizations are required by the State and Federal Government, the Parties will not be obligated to negotiate such change.

ARTICLE 39

USE OF FACILITIES

- A. The Association may use available rooms at the Health Department for Association meetings with the prior consent of the Department Head/Designee.
- B. The Association shall have the right to use designated bulletin boards to announce local, regional, national or state meetings and to otherwise inform its members of matters of professional interest. The bulletin boards shall not be used by the Association for posting or distributing pamphlets, pertaining to political matters.
- C. The Association, upon making appropriate arrangements through the Department Head/Designee, may use other equipment for Association activities. The Association shall upon billing by the Health Department, pay the cost of equipment or supplies used.

ARTICLE 40

SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the Parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision held invalid, provided any mutually agreed upon replacement shall not be inconsistent with this Agreement or applicable law.

ARTICLE 41

INCLEMENT WEATHER POLICY

The Chairperson of the Board has the sole authority to declare an inclement weather day. If an inclement weather day is declared, compensation will be provided to full-time employees only, as follows:

- A. An employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- B. The employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available.
- C. A full-time employee who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.

- D. Employees who terminate their County employment and who are ineligible for Annual Leave and/or Sick Leave usage, and who receive compensation under this policy, shall have such compensation deducted from any accumulated and withheld monies due them at time of termination.

ARTICLE 42

SENIORITY DATES OF MEMBERS ACCEPTANCE OF PHN V'S IN UNIT

The Parties agree that the seniority dates for the following PHN V's shall be as follows:

January 1, 1986 Michael Parent

ARTICLE 43

DEFINITIONS

ASSOCIATION	Michigan Nurses Association
DIVISION DIRECTORS	Individuals in charge of and responsible for operation of Divisions as established within the Department.
DEPARTMENT HEAD	The individual in charge of and responsible for operation of the Department as set forth and designated in the County Budget.
EMPLOYEES	Regular
EMPLOYER	County of Macomb
DAYS	Days shall mean calendar days, unless otherwise specified.
DESIGNATED ASSOCIATION REPRESENTATIVES	Designated Association Representatives are those members of the Association selected by the membership to represent the Association or its members in negotiations, Special Conferences, Intradepartmental Conferences, Grievance Processing, and/or Arbitration proceedings. It shall be the responsibility of the Association to notify the Personnel-Labor Relations Director and the Department Head/Designee of the identity of those members engaged in the above mentioned activities within a reasonable time prior to implementation of the recognition procedure outlined herein. Such representatives must notify their Supervisor of the date/time and location of negotiations, Special Conferences, Intradepartmental Conferences, Grievance Processing, and/or Arbitration proceedings. They must contact their immediate Supervisor at the conclusion of these aforementioned meetings if it concludes during the established working hours.

ARTICLE 44

HOURS OF WORK

The work day hours for employees are normally 8:30 a.m. to 5:00 p.m., Monday through Friday. Flex time or compensatory time will be applicable to certain programs to maximize utilization of staff in meeting the needs of the community as deemed necessary by the Department/Division Director.

Any compensatory time off provided for under this Article will be taken on a straight time, hour for hour basis. Such compensatory time off will be taken at a time mutually agreed to between the Division Director and the affected employee, within a period of time not to exceed sixty (60) days.

The provisions of Article 13, Promotions and Job Openings, Section C of this Agreement do not apply to this Article.

ARTICLE 45

WAGE AND INCREMENT SCHEDULE

Appendix A, Wage and Increment Schedule is attached to and is part of this Agreement.

ARTICLE 46

REIMBURSEMENT ACCOUNT PROGRAM

The Employer shall offer a pre-tax Reimbursement Account Program, as authorized by Section 125 of the Internal Revenue Service Code. The Reimbursement Account Program shall be limited to the Health Care and Dependent Care provisions of the IRS Code. Employees shall have the option of participating in the Health Care and/or Dependent Care program.

ARTICLE 47

TERMINATION OR MODIFICATION

This Agreement shall continue in full force and effect until November 27, 1998.

IN WITNESS WHEREOF, the County of Macomb and its Board of County Commissioners, by its Director Human Resources, and representatives of Michigan Nurses Association, Public Health Nurses - Unit II, on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE ASSOCIATION:

Michael B Parent
[Signature]

FOR THE EMPLOYER:

William M Israel

Dated: 6/27/99

APPENDIX A

WAGE AND INCREMENT SCHEDULE

EFFECTIVE JANUARY 1, 1997

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>
Public Health Nurse V	\$34,727.20 \$17.74	\$35,812.42 \$18.29	\$36,897.65 \$18.85	\$37,982.88 \$19.40	\$39,068.10 \$19.96	\$40,153.32 \$20.51	\$41,238.55 \$21.07	\$42,323.77 \$21.62	\$43,409.00 \$22.18

APPENDIX A

WAGE AND INCREMENT SCHEDULE

EFFECTIVE JANUARY 1, 1998

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>
Public Health Nurse V	\$35,855.83 \$18.32	\$36,976.32 \$18.90	\$38,096.82 \$19.46	\$39,217.32 \$20.03	\$40,337.81 \$20.61	\$41,458.30 \$21.18	\$42,578.80 \$21.75	\$43,699.29 \$22.32	\$44,819.79 \$22.90

LETTER OF UNDERSTANDING

between

Michigan Nurses Association - Public Health Nurses Unit II

and

COUNTY OF MACOMB

RE: PANEL of ARBITRATORS

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article IX, Grievance Procedure.

PANEL OF ARBITRATORS:

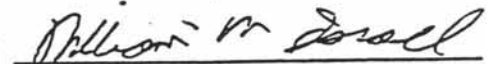
1. David Borland
2. Mark Glazer
3. Ruth Kahn
4. Patrick A. McDonald

FOR THE UNION:





FOR THE EMPLOYER:



Dated: 3-16-92

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