

**AGREEMENT**

**Between**

**THE LENAWEЕ COUNTY BOARD OF COMMISSIONERS**

**THE LENAWEЕ COUNTY HEALTH DEPARTMENT**

**and**

**MICHIGAN NURSES ASSOCIATION**

**Effective: January 1, 2007 through December 31, 2009**

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# AGREEMENT

THIS **AGREEMENT** is made and entered into this **1st day of January A.D. 2007**, by and between the LENAWEЕ COUNTY HEALTH DEPARTMENT and the LENAWEЕ COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Employer") and the MICHIGAN NURSES ASSOCIATION (hereinafter referred to as "Association").

## PURPOSE AND INTENT

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

## **ARTICLE I:** **RECOGNITION**

### **Section 1.0.**

The Employer hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all registered nurses employed by the Lenawee County Health Department for more than twenty (20) hours per week, excluding supervisors and all other employees. The term "she" or "her" shall refer to a female or male employee whenever used in this Agreement. Part Time non bargaining unit employees will be capped at working no more than 500 hours in a six month period. The total number of hours worked by all non bargaining unit registered nurses employed in the Health Department shall not exceed 20% of the total number of hours paid by bargaining unit nurses in a six month period. Nurses who exceed 500 hours in a six month period shall be considered bargaining unit employees and subject to the terms and conditions of the contract. Hours will be reviewed by both parties each six month period. Exceptions may be made in the event of limited staffing due to leaves of absences, vacations, or vacancies which are in the process of being posted and filled. The Employer will notify the Staff Council Chairperson of such exceptions.

### **Section 1.1.**

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

### **Section 1.2 Definition of Employee**

Regular Full Time Employee: Employees regularly scheduled to work a minimum of thirty-

five (35) hours per week (70 or more hours per pay period) on an annual basis shall be considered regular full-time employees.

Regular Part Time Employee: Employees regularly scheduled to work less than thirty-five (35) hours per week (less than 70 hours per pay period) and a minimum of twenty (20) hours per week (minimum of forty (40) hours per pay period) shall be considered regular part-time employees.

## **ARTICLE II: ASSOCIATION MEMBERSHIP AND SECURITY**

### **Section 2.0. Membership Dues.**

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

### **Section 2.1.**

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

### **Section 2.2.**

Employees hired, re-hired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Association or pay a sum equal to dues required for membership, for the duration of the Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

### **Section 2.3. Membership Roster**

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

### **Section 2.4. Association Membership and Security**

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

### **Section 2.5. Payroll Deduction**

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

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

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
                    Last Name                    First Name

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

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

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

License No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

**ARTICLE III:**  
**MANAGEMENT RESPONSIBILITY**

**Section 3.0.**

It is hereby agreed that the customary and usual rights, power, functions and authority of management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign, and retain employees, and also to suspend, investigate, demote, discharge or take such other disciplinary action, for just cause only, which is necessary to maintain efficient administration. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Health

Department shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof. The Employer shall also have the power to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. These rights will not be used for the purpose of discrimination against any employees because of membership in the Association. In the exercise of any of the above rights, the Employer shall not violate any of the provisions of this Agreement.

#### **ARTICLE IV: REPRESENTATION**

##### **Section 4.0. Grievance Representation**

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

##### **Section 4.1. Notice of Grievance Representative Appointment**

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

##### **Section 4.2. Procedures for Grievance Representatives.**

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

##### **Section 4.3. Pay Allowances for Grievance Representatives.**

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

#### **ARTICLE V: GRIEVANCE PROCEDURE**

##### **Section 5.0. Definition of Grievance.**

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

### Step 1

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

### Step 2

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

### Step 3

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

### Step 4

In the event grievances growing out of the interpretation of this Agreement are not settled through the Grievance Procedure set forth above, either party may request arbitration within fifteen (15) days from the disposition date of Step 3. If not requested within the fifteen (15) day period, the last decision shall be considered withdrawn by the Association. Should the parties fail to agree on an arbitrator within five (5) days of the date of request, the party requesting arbitration shall, within five (5) days thereafter, file a demand for arbitration with the Federal Mediation and Conciliation Service. The arbitrator's fee and expenses and the charge of the Federal Mediation and Conciliation Service shall be borne equally by both parties. Additional expenses incurred by either party shall be borne by the party which incurs them. It is the intent of the parties that the arbitrator be guided by this Agreement and he shall not be empowered to add to, subtract from, or modify this Agreement or any Supplement attached thereto. Any case appealed to the arbitrator over which he has no power to rule shall be referred back to the parties without decision.

## **Section 5.1. Written Complaint.**

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

## **Section 5.2.**

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



### **Section 5.3.**

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

### **Section 5.4.**

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

### **Section 5.5.**

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

### **Section 5.6. Investigative and Disciplinary Meetings.**

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

### **Section 5.7. Special Conferences.**

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

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

**ARTICLE VI:**  
**NO STRIKE-NO LOCKOUT**

**Section 6.0. No Strike-No Lockout.**

During the life of this Agreement, the Association will not cause its members to cause, nor will any member of the Association take part in any strike, sit down, stay-in, slow down, picketing while on duty, walkout, curtailment of work, refusal to do assigned work, interference in any manner with any of the operations of the Employer or in any conduct which causes or results in such interference, or any violation of any State law.

**Section 6.1.**

The Employer will not lockout any employee covered by this Agreement during the life of this Agreement.

**Section 6.2.**

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

**ARTICLE VII:**  
**SENIORITY**

**Section 7.0. Probationary Employees.**

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

**Section 7.1. Seniority Definition.**

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

**Section 7.2. Seniority Listing.**

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

**Section 7.3. Loss of Seniority.**

An employee shall lose her seniority and her employment relationship with the County shall

be terminated for any of the following reasons:

- a) She quits or resigns;
- b) She is discharged or terminated for just cause;
- c) She retires;
- d) She has been on layoff status for a period of one (1) year or a period equal to her seniority, whichever is less, and has not been recalled;
- e) She fails to return to work at the specified time upon the expiration of the leave of absence, vacation, recall from layoff or disciplinary suspension, unless other arrangements are reasonably agreed upon by the employee and the Employer;
- f) She is absent from work for two (2) consecutive days without notifying the Employer. It is understood that employees are expected to notify the Employer that they will be absent not later than the beginning of their scheduled shift from which they will be absent, if reasonably possible to do so;
- g) If she accepts employment elsewhere while on leave of absence.

#### **Section 7.4. Bargaining Unit Seniority.**

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

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

### **ARTICLE VIII: TRANSFERS, VACANCIES, AND JOB OPENINGS**

#### **Section 8.0. Bid Procedure.**

It is recognized and agreed that the Employer has the sole right to assign work within a classification. However, when a new job classification covered by this Agreement is created or a vacancy exists in a job classification covered by this Agreement and the Employer wishes to fill such vacancy, the Employer shall post a notice of such job classification opening for five (5) working days. Such notice shall set forth the expiration of the posting time and any bids made after the expiration time stated thereon shall not be considered in filling the vacancy. Only employees in classifications other than the classification where the opening exists shall be eligible to bid. Employees in the same classification where the opening exists may request consideration for filling such opening, but the Employer is not obligated to consider such request in filling such opening. In filling such vacancy or vacancies, consideration shall be given to all employees who bid, and promotion shall be given to an employee on the basis of efficiency and ability to perform the work, provided, that where ability and efficiency are equal and sufficient to qualify two (2) or more employees for the vacancy, promotion shall be given to the employee with the greatest seniority. A vacancy shall not be deemed to exist, within the meaning of this Section, as long as there are employees laid off in that classification.

### **Section 8.1. Fair Trial.**

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

### **Section 8.2.**

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

### **Section 8.3.**

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

### **Section 8.4.**

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

### **Section 8.5. Temporary Transfer.**

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

## **ARTICLE IX: LAYOFFS AND RECALLS**

### **Section 9.0. Layoff.**

It is agreed that seniority shall govern layoffs and recalls to work as follows:

- a) When a layoff occurs, probationary employees shall be laid off first;
- b) When all probationary employees in a classification have been laid off, other employees in the classification shall be laid off in accordance with their seniority in the classification with the most junior employee to be the first laid off;
- c) Any employee laid off may exercise her seniority by replacing a junior employee then working, provided, that she has the ability to perform the work of such employee and that she has sufficient seniority to displace a junior employee then working.

### **Section 9.1. Recall.**

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

employees.

**Section 9.2.**

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

**Section 9.3. Notification of Layoff.**

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

**Section 9.4. Notification of Recall.**

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

**Section 9.5. Benefits During Layoff.**

Benefits shall not be accrued, continued or be paid during layoffs. Employees receiving written notice of temporary layoff, shall retain accumulated paid leave days until recalled to work. Said accumulated paid leave days may be utilized by the employee in accordance with this agreement upon return to work following recall. Employees receiving written notice of indefinite layoff shall be eligible for payment of all paid leave days accumulated at the time of layoff at the rate of pay in effect at the time of layoff. In the event an employee terminates employment while on layoff, paid leave days accumulated will be paid upon request at the rate of pay in effect at the time of layoff.

**ARTICLE X:  
WAGES**

**Section 10.0. Wages.**

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

### **Section 10.1. New Job Classification.**

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

## **ARTICLE XI: HOURS OF WORK AND PREMIUM PAY**

### **Section 11.0. Regular Work Week.**

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

- a) All hours worked in excess of eight (8) hours of work performed in any one work day
- b) All hours worked in excess of forty (40) hours of work performed in any one work week.

With employers approval, all hours worked in excess of 7.5 hours in any work day or 37.50 hours in any one week may be flexed if:

- a) These hours when combined with compensatory time do not exceed 7½ hours, and
- b) are used within 14 days of accrual.
- c) Sick days and holidays, when taken, shall be considered hours worked for the purpose of computing overtime.
- d) Time and one-half (1½) in addition to holiday pay shall be paid for all hours worked on any of the holidays specified in Article XII, Section 12.0.
- e) Notwithstanding, the scheduling of the regular work week may be altered by the mutual agreement of the Employer and Employee with the understanding that premium pay will not be paid for hours and days agreed upon to be the regular work week. Employees are required to complete a form supplied by the Health Officer in order to request an altered schedule.

### **Section 11.1. Compensatory Time.**

Compensatory time off will be allowed in lieu of pay for overtime if desired. Compensatory time off shall be computed at the rate of time and one-half (1½). Compensatory time off may be accumulated to a maximum of seven and one-half (7½) hours when combined with flex time and must be used within 14 work days of accrual. If compensatory time off is taken, it must be taken in increments of no less than one-half (½) day and time off will be granted, whenever possible, with advance notice to the Director of Nursing. In the event of unusual circumstances, compensatory time may be taken in increments of less than ½ day but not less than one hour and with the prior approval of the Director of Nursing or in her absence, her designee.

## **ARTICLE XII: HOLIDAY PAY**

### **Section 12.0. Holidays.**

All regular full time employees are eligible for holiday pay as approved by the Lenawee County Board of Commissioners. Employees shall be paid at their straight-time hourly rate as provided hereinafter for the following holidays:

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

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

- a) An employee who is on layoff or is otherwise absent from work for a reason other than an excused absence at the time said holiday occurs will not be paid for that holiday.
- b) The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week.

All regular part-time employees that qualify are eligible for a pro-rated amount of paid holiday proportionate to the amount of time normally worked.

Holiday pay is not authorized for employees on an approved "leave of absence."

**Section 12.1. Holiday Observance.**

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

**Section 12.2. Employee Birthday.**

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

**ARTICLE XIII:  
LEAVES OF ABSENCE**

**Section 13.0. Leave of Absence.**

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

### Section 13.1. Sick Leave.

Any employee who, because of non-occupational illness (including pregnancy) or non-occupational injury requires an absence from her job for more than three (3) work days shall, upon furnishing satisfactory evidence of such illness or injury to the Director of the Health Department be granted sick leave for the duration of her disability due to such illness or injury, but in no event shall sick leave exceed six (6) months without the written agreement of the Director of the Health Department. The employee shall furnish supplementary medical evidence of disability from time to time as required by the Director of the Health Department. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work, she must present a doctor's certificate stating that she is physically able to return to her regular job. The Employer reserves the right to have any employee examined by a physician designated by the Employer, at any time in connection with a sick leave which has been granted or in connection with an employee's condition which may indicate that a sick leave is required. In the event there is a disagreement between the Employer's physician and the employee's physician regarding the employee's ability to continue at her work or to return to her work from a sick leave, the Association or the Employer may request, in writing, that the two doctors choose an impartial physician who shall determine the ability of the employee to continue working or to return to work. The cost of the impartial physician shall be shared equally by the Employer and the Association.

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

### Section 13.2. Return from Leave of Absence.

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

## **ARTICLE XIV: PAID LEAVE**

### Section 14.0. Leave Policy.

Leave with pay shall be granted as described herein:

a) Eligibility for leave. All employees upon completion of probation shall be eligible to receive paid leave. Upon completion of probation, the employee shall receive full credit toward accumulation of paid leave.

b) Accrual of paid leave

Length of Service	Rate of Accumulation	Maximum Amount
Less than one (1) year of employment	.6 day/pay period (4 hours & 30 minutes for 75 hour pay period)	16 days = 120.00 hours/year (75 hour pay period)
One (1) through Five (5) years of employment	.8 day/pay period (6 hours for 75 hour pay period)	21 days = 157.50 hours/year (75 hour pay period)
Six (6) through Ten (10) years of employment	.9 day/pay period (6.75 hours for 75 hour pay period)	24 days = 180.00 hours/year (75 hour pay period)
Eleven (11) or more years of employment	1.00 day/pay period (7.50 hours for 75 hour pay period)	26 days = 195.00 hours/year (75 hour pay period)



Payment in lieu of time off is not permitted. Paid leave will not be allowed to accumulate beyond the maximum permitted in any given year. Department heads are not authorized, under any circumstances without prior approval by resolution by the County Board of Commissioners, to deny paid leave requests when such denial would cause an employee to forfeit earned paid leave time because of the maximum accrual limits.

c) Paid Leave Administration. Paid leave may be used for vacations, sickness, personal days or for other reasons subject to the following rules:

- 1) If paid leave is to be used for vacation, it shall be taken with the approval of the Department Head and in accordance with a Departmental vacation policy. Requests for paid leave should be made thirty (30) days in advance of the given anticipated date, whenever possible. When a 30-day notice is given for paid leave, an employee will be notified within 10 days of the date the request was submitted as to whether the paid leave request has been approved or denied. The Department Head will first consider the needs of the department and then the seniority and wishes of the employee prior to granting paid leave. Seniority takes priority after the needs of the department when two or more nurses request the same paid leave at the same time. All other requests will be based on a first come-first served based on dates.
- 2) If paid leave is to be used for medical, optical, or dental appointments, the employee shall, whenever possible, receive prior approval of the Department Head;
- 3) If the paid leave is to be used for sick days, requests for such a sick day should normally be made before an employee is regularly scheduled to report for duty. The employee shall inform his immediate supervisor of that fact and the reason therefore as soon as possible and failure to do so within a reasonable period of time may be cause for denial of paid leave for the period of absence.
- 4) If the paid leave is to be sick leave for more than three (3) days, the Department Head has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of this sickness or injury and whether the employee has been incapacitated for work for said period of absence;
- 5) If paid leave is used as a personal day, the employee, whenever possible, will give the Department Head at least one (1) day's notice;
- 6) Department Heads shall keep necessary attendance records for paid leave time;
- 7) Payment of unused paid leave time is permitted upon termination;
- 8) If a holiday occurs during the time an employee is taking paid leave and if the employee is regularly entitled to the holiday, the holiday will be paid to the employee and that day will not be deducted from the paid leave time.

## **ARTICLE XV: FRINGE BENEFITS**

### **Section 15.0 Government Mandated**

#### **Social Security/Medicare**

The Social Security program is legislated by the federal Social Security Act and is designed to protect workers from loss of income caused by retirement, disability, or death. The Medicare program provides both medical and hospital insurance. Social Security is financed by taxes collected from both employers and employees. The Social Security tax is also known as FICA (Federal Insurance Contributions Act).

#### **Unemployment**

Unemployment compensation is regulated by the Federal Unemployment Tax Act (FUTA) and jointly administered by federal and state authorities. Under FUTA, the individual states are free to set their own limits on weekly benefit amounts, unemployment tax rates, taxable wage bases, and unemployment eligibility and disqualification requirements.

Unemployment benefits are financed by a tax on a certain portion of wages paid to employees; this "taxable wage base" varies from state to state. Questions concerning the administration of unemployment compensation in Michigan should be addressed to the State of Michigan Unemployment Agency.

### **Worker's Compensation**

Work related injuries are covered through the County's worker's compensation insurance policy. All employees must adhere to the following procedures in order to be eligible for worker's compensation benefits:

1. An "INCIDENT REPORT" must be completed by the employee and their supervisor for any work related injury. A copy of the "INCIDENT REPORT" should be forwarded to the County Administrator's Office within five (5) days of the injury.
2. Any initial medical treatment that may be necessary must be authorized by an employee's supervisor. An "ORDER FOR MEDICAL TREATMENT" form must be completed prior to seeking medical attention.
3. Worksphere Occupational Medicine, 5449 South Occidental Hwy., Tecumseh, MI (517) 423-3901 is the County's designated medical provider for worker's compensation claims. Every effort should be made to go to Industrial Medicine when seeking initial medical treatment for work related injuries. The "ORDER FOR MEDICAL TREATMENT" form must be taken with you to Industrial Medicine.
4. Any medical billings for work related injuries should be submitted to the County Administrator's Office for processing through the County's worker's compensation carrier. An employee and/or medical provider should **NOT** submit medical billings for work related injuries to the County's health insurance carrier, Blue Cross/Blue Shield of Michigan.

Lost wages due to a work related injury are partially covered through worker's compensation beginning on the seventh (7<sup>th</sup>) consecutive day of absence from work. Following fourteen (14) consecutive day's absence from work, worker's compensation will partially reimburse for lost wages retroactive to the first (1<sup>st</sup>) day of lost wages.

Lost wages that are *ineligible* for coverage by worker's compensation insurance can be paid through accumulated paid leave than an employee may have accrued.

***FAILURE TO FOLLOW THE PROCEDURES FOR FILING  
WORKER'S COMPENSATION CLAIMS CAN RESULT IN  
DELAYED PAYMENTS AND/OR POSSIBLE NON-PAYMENT OF BENEFITS***

## **Section 15.1 County Sponsored Group Coverage**

### **Health Insurance**

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

Health insurance is available to regular full-time employees and eligible dependents. Eligible employees have the option of choosing one of the following plans offered with Lenawee County through Blue Cross/Blue Shield of Michigan:

Effective May 1, 2002 the following insurance plans will be provided as follows (employee's choice of Health Insurance):

### **Traditional Plan**

Calendar year deductible: \$100 per person/\$200 per family.

Co-pays: Basic coverage, \$5 or 10%, whichever is greater, for diagnostic svc & x-rays. MM Coverage, 10% for general svc and 25% for mental health care & private duty nursing.

Prescription Drug Coverage: Preferred Rx \$3.00 co-pay.

Employee contribution (per pay): \$21.00 PLUS 100% OF ANY INCREASE IN PREMIUM.

**Note:** The Traditional plan is closed to any new hires on or after January 1, 2002 and employees are not allowed to re-enroll in the Traditional plan after transferring to a PPO plan.

### **Community Blue PPO I**

Calendar year deductible: In-Network none, Out-of-Network, \$250 per person/\$500 per family.

Co-pay and stop loss: In-Network none, Out-of-Network, 20%, \$2,000/\$4,000. Fixed-dollar co-pay: In-Network \$10 for office visits & \$50 for emergency room visits; no stop loss.

Prescription Drug Coverage: Preferred Rx \$5.00 generic/\$10.00 name brand co-pay.

Employee Contribution (per pay): 5% of premium

### **Community Blue PPO II**

Calendar year deductible: In-Network \$100 per person/\$200 per family, Out-of-Network, \$250 per person/\$500 per family.

Co-pay and stop loss: In-Network 10%; \$500/\$1,000, Out-of-Network, 30%, \$1,500/\$3,000.

Fixed-dollar co-pay: In-Network \$10 for office visits & \$50 for emergency room visits; no stop loss. Out-of-Network \$50 for emergency room visits; no stop loss.

Prescription Drug Coverage: Preferred Rx \$10.00 generic/\$20.00 name brand co-pay.

Employee Contribution (per pay): \$0.00 per pay period.

Lenawee County may require the employee to contribute a portion of the costs associated with the selected plan through payroll deduction. Employee contributions may vary depending on the selected plan.

Detailed information on current plans offered and required employee contributions may be obtained in the County Administrator's Office.

Employees regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for the following:

- optional health insurance coverage should the employee elect to contribute twenty percent (20%) of health insurance premiums through payroll deduction. (Employees hired prior to 01/01/04 who change status from full-time to part-time during the term of this contract will pay the 20% contribution amount).
- for employees hired on or after 01/01/04 optional health insurance coverage is available should the employee elect to contribute 100% of health insurance premiums through payroll deduction.

All bargaining unit employees will begin receiving benefits on the nearest eligibility date following ninety (90) days from date of hire.

There shall be a contract re-opener effective May 1, 2009 in the event the County's total health care costs exceed eight percent (8%) in the third year (as compared to the County's health care costs in the second year) as determined by the County's health care provider. A copy of the computation will be provided to the union. It shall be consistent with the current method of determining the County's costs.

**Medical Coverage Waiver (Buy-out)**

Cash compensation in lieu of medical coverage with proof from employee to employer of alternative health insurance coverage (to be included in employee's personnel file). Cash compensation will be paid to an eligible employee covered under this Agreement on the following scale effective with the first pay in May, 2002.

	<b><u>Full Time</u></b> <b><u>(per pay period)</u></b>	<b><u>Part Time</u></b> <b><u>(per pay period)</u></b>
<b>One Person Plan</b>	<b>\$28.85</b>	<b>\$17.31</b>
<b>Two Person Plan</b>	<b>\$43.27</b>	<b>\$25.96</b>
<b>Family</b>	<b>\$57.70</b>	<b>\$34.62</b>

**Retirement**

Employees covered by this agreement shall receive the following retirement benefits:

<b><u>LENAWEE COUNTY RETIREMENT PLAN</u></b> <b><u>Michigan Nurses Association</u></b>	
<b>Description</b>	<b>Benefit</b>
Normal retirement	EFFECTIVE 5/1/2004 Age 62 and 8 years of service <b>OR</b> Employee's age plus years service ("Rule of 85")
Retirement benefit formula (annual)	2% X yrs svc X highest 60 consecutive months
Vesting	8 years
Mandatory retirement	None
Early retirement (reduced benefit)	55/10 years
Early retirement reduction	EFFECTIVE 5/1/2004 5/9 of 1% X no months preceding <u>normal retirement date</u> , max: 60 months (33%) 5/18 of 1% x no months following <u>initial early retirement reduction</u> , max: 24 months (17%)
Deferred retirement	EFFECTIVE 5/1/2004 8 or more years: 62-regular 10 or more years: 55-reduced
Disability retirement	total & permanent disability w/10 or more years; worker's compensation offset
Death benefit	survivor's annuity (50%) for spouse and/or children
Duty connected death benefit	None
Maximum svc credit	None
Compensation cap	None
Optional forms of payment	straight life; optional reduced survivor's benefits
Member contributions	4.5% of gross pay (pre-tax) (Effective 05/01/2004) 5.5% of gross pay (pre-tax) (Effective 01/01/2007) 6.5% of gross pay (pre-tax) (Effective 01/01/2009)

Retiree health insurance	eligible on <u>100% self-pay</u> basis - County group plan up to age 65 - Medicare complementary coverage at age 65 - Medicare complementary coverage for surviving spouse
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Employees covered under this agreement and hired after January 31, 2002 will be required to participate in a defined contribution retirement plan with a mandatory contribution of 3% through payroll deduction. The employer will provide a match of 3% to be contributed to the employee's defined contribution retirement account. During annual open enrollment, employees may elect to contribute a percentage of their pay exceeding 3% up to a maximum of 7.5%. The employer will provide a dollar for dollar match up to a maximum of 7.5%. The vesting period for employer contributions will be five (5) years. Employees will retain eligibility for retiree health insurance on the same basis as in the defined benefit plan (100% self pay).

**Dental Insurance**

Lenawee County will provide regular full-time employees, and eligible dependents, with group dental insurance (Delta Dental) for Class I and Class II dental benefits at 50% basis to a maximum of \$600 per person per year paid by the Employer. Dental insurance coverage for eligible full-time employees, including eligible dependent coverage, will begin the first of the month following the completion of ninety (90) days of employment.

Employees regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for fully paid dental insurance coverage.

**Life Insurance**

Effective March 25, 2004 Lenawee County shall provide regular full-time employees covered by this Agreement with a 1 X annual salary (\$50,000 maximum) term life insurance benefit with an accidental death/dismemberment rider; term life insurance coverage **PRIOR** to March 25, 2004 is \$10,000. There is no dependent coverage. Life insurance and accidental death and dismemberment coverage for eligible full-time employees will begin following the completion of ninety (90) days of employment.

Employees regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for fully paid life insurance coverage in the amount of 1 x annual salary (\$50,000 maximum) term life insurance benefit with an accidental death/dismemberment rider; term life insurance coverage **PRIOR** to March 25, 2004 is \$10,000. Life insurance and accidental death and dismemberment coverage for eligible PART-time employees will begin following the completion of ninety (90) days of employment.

**Sickness & Accident Insurance (Short Term Disability)**

All current employees shall be covered under a sickness and accident insurance plan which will pay benefits based upon the first day of accident, the first day of hospitalization and the fifteenth (15<sup>th</sup>) day of sickness. The amount of benefits payable to an eligible employee shall be equal to 65% of the employee's gross weekly pay, but not to exceed \$500.00 per week. The maximum duration for sickness and accident benefits shall be twenty-six (26) weeks or the length of an employee's seniority, whichever is less, for each illness or accident. Sickness and accident insurance coverage for eligible regular full-time employees will begin following the completion of ninety (90) days of employment.

Forms to apply for sickness and accident benefits are available in the County Administrator's Office. The form must be properly completed by the employee and the employee's physician and returned to the County Administrator's Office as soon as possible.

Accumulated paid leave days are required to be used before any unpaid leave, this include any elimination period before sickness and accident benefits begin. Once the sickness and accident benefit begins, the employee may choose to use their accumulated paid leave days in conjunction with this benefit if leave time is available and the employee selects this option under the following restrictions:

1. Accumulated paid leave days continue to accumulate while an employee is using them; however, an employee who is not working and is not using accumulated paid leave does not accumulate additional leave time, nor is the employee given credit for holidays during the time of absence.
2. An employee who is receiving only sickness and accident benefits is not considered to be using accumulated paid leave and does not accumulate leave time.
3. Employees who are receiving sickness and accident benefits and who have sufficient leave time accumulated may, at their option, use leave time to supplement the sickness and accident benefit at their normal straight-time weekly wage. When so used, accumulated paid leave accumulates on a pro-rated basis according to the accumulated leave time used.
4. Employees who are supplementing sickness and accident benefits with accumulated paid leave are eligible for holiday pay at the same pro-rated basis the accumulated leave time is being used.

Employees regularly scheduled to work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for fully paid sickness and accident insurance coverage equal to sixty-five percent (65%). Sickness and accident insurance coverage for eligible regular part-time employees will begin following the completion of ninety (90) days of employment.

#### **Long Term Disability**

Employees covered under this Agreement shall be eligible to receive long term disability insurance which shall pay benefits equal to sixty-five percent (65%) of gross weekly pay up to a maximum of \$500/week for the lesser of two (2) years, the length of an employee's seniority or until an employee has established eligibility for a permanent and total disability under the County's pension plan, social security or worker's compensation.

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

### **ALL COUNTY SPONSORED GROUP COVERAGE PROGRAMS ARE SUBJECT TO CHANGER PER ACTIONS BY THE COUNTY BOARD OF COMMISSIONERS**

#### **Section 15.2 County Sponsored Optional Coverage**

##### **Flexible Spending Account (FSA) Section 125**

Flexible spending accounts (FSAs) will be offered to eligible County employees effective 1/1/1999. This program, also known as section 125, allows employees, at their option, to defer a portion of their income (tax-exempt) on an annual basis for the following three (3) categories:

- Contributory group health insurance premiums,
- Unreimbursed out-of-pocket health care expenses (includes eye care and orthodontics) or unreimbursed out-of-pocket dental expenses,
- Dependent and child care expenses.

Contact the County Administrator's Office for additional information.

#### **457 Deferred Compensation**

County employees may *elect* to contribute a portion of their earning toward their own tax deferred retirement account. The following deferred compensation ("457") programs are offered through payroll deduction with enrollments accepted on a quarterly basis (January, April, July, and October):

- Lincoln National Life Insurance Company
- National Association of Counties (NACo) Nationwide Retirement Systems (NRS)
- International City/County Management Association (ICMA)
- Gleaner Life Insurance Society
- Hartford Life Insurance Company

Contact the County Administrator's Office for more information.

### **ARTICLE XVI: OTHER BENEFITS**

#### **Section 16.1 Professional Liability Insurance**

Employees covered under this Agreement shall receive fully paid professional liability insurance (\$1,000,000 - \$3,000,000).

#### **Section 16.2 Mileage .**

Mileage reimbursement will be calculated using the standard allowable rate published by the Internal Revenue Service.

#### **Section 16.3. Funeral Leave**

In case of death in the "immediate family" a full-time employee may be granted a leave of absence with pay up to three (3) working days by the Department Head provided the employee attends the funeral.

Regular part-time employee(s) may be granted a leave of absence with pay up to three (3) working days by the Department Head provided the funeral takes place during the time they were normally scheduled to work and the employee attends the funeral. Pro-rated leave of absence with pay up to three (3) working days may be granted by the Department Head if the funeral takes place during a time when the employee was not scheduled to work.

An "immediate family" member is defined as a:

- Current spouse
- Child
- Parent
- Sister, or
- Brother

In the case of death in the "family", a full-time employee may be granted a leave of absence with pay for one (1) working day by the Department Head provided the employee attends the funeral.

Regular part-time employee(s) may be granted a leave of absence with pay for one (1) working day by the Department Head provided the funeral takes place during the time they

were normally scheduled to work and the employee attends the funeral. Pro-rated leave of absence with pay up to one (1) working day may be granted by the Department Head if the funeral takes place during a time when the employee was not scheduled to work.

A "family" member is defined as a:

- Parent of current spouse
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Grandparent
- Grandchild
- Any person residing in your home for at least six (6) months and claimed as a dependent on your income tax form.

#### **Section 16.4. Professional Programs/Seminars .**

In the event the Director of the Health Department or the Nursing Supervisor, in the interest of the Health Department, directs a nurse to attend a professional program, seminar or educational course, she shall be paid at her regular straight-time rate for all time lost while attending such program, seminar or educational course. Time lost from her working schedule, as overtime, shall be reimbursed by the employer consistent with the county policy on overtime. She shall be reimbursed for all out-of-pocket expenses necessitated by reason of attendance at such program, seminar or educational program including for books and tuition. Compensatory time and/or flex time may not be used as reimbursement for these activities in lieu of pay. The departure and arrival time shall be specified and approved by the department prior to attendance.

Upon the prior written approval of the Director of Nursing, any nurse desiring to attend work related professional programs, seminars, or educational courses in order to maintain and/or improve her professional skills shall be paid at her regular straight-time rate for time lost from her regular working schedule and shall be reimbursed by the Employer for registration fees and travel expenses for her attendance. A receipt of payment and a verification of attendance shall be required before any reimbursement will be authorized.

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

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

#### **Section 16.5.**

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

#### **Section 16.6. Coordination of Benefits .**



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

**ARTICLE XVII:**  
**GENERAL**

**Section 17.0. Bulletin Board.**

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

**Section 17.1. Change of Address .**

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

**Section 17.2. Military Service**

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

**Section 17.3**

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

**Section 17.4.**

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

**Section 17.5. Equal Opportunity Employment .**

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

**Section 17.6.**

Representatives of the Association may visit the nurses they represent for the purpose of representing such nurses in the grievance procedure or at special conferences at reasonable times during working hours, provided they shall have secured the prior permission of the Nursing Supervisor or the Director of the Health Department. Such visits shall not be conducted in such a manner which will interfere with the operations of the Health Department or the performance of an employee's duties including patient care.

**Section 17.7. Immunizations and Exams**

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

- a) Tetanus Toxoid series or booster

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

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

**Section 17.8.**

The Employer will continue to provide the following:

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

**Section 17.9.**

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

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

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

## **Section 17.10. Jury/Witness Duty**

### **1. Courts Outside Lenawee County**

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

### **2. County Court System**

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

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

## **Section 17.11. Cellular Telephones**

The Department will provide a monthly stipend or a reasonable number of county owned cellular telephones, as specified by the Board of Health approved Policy for Cell Phones, for employees to use for Departmental business and to help assure personal safety and security.

## **Section 17.12. Personal Safety**

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

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

## **ARTICLE XVIII: WAIVER**

## **Section 18.0. Waiver**

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

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

**ARTICLE XIX:  
SEVERABILITY**

**Section 19.0. Severability**

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

**ARTICLE XX:  
DURATION**

**Section 20.0 Duration.**

This Agreement shall become effective upon ratification by the Association and covers the period of **January 1, 2007 through December 31, 2009.**

**Section 20.1**

This Agreement shall continue in full force and effect to and including **December 31, 2009** and for successive yearly periods thereafter unless notice is given in writing by either the Association or the Employer to the other at least sixty (60) days prior to **December 31, 2009** or any anniversary date thereafter of its desire to modify, amend or terminate this Agreement.

**APPENDIX "A"**  
**MNA POSITIONS - Compensation Schedule**

<b>PAY GRADE</b>	<b>POSITION NUMBER/DESCRIPTION</b>		<b>1 START</b>	<b>2 6 MOS</b>	<b>3 1 YEAR</b>
M01	41010	PUBLIC HEALTH NURSE I	\$16.2104 \$31,610.28	\$18.0935 \$35,282.33	\$20.9116 \$40,777.62
M02	41020	PUBLIC HEALTH NURSE II (*)	\$17.1849 \$33,510.56	\$19.6475 \$38,312.63	\$22.3469 \$43,576.46
M03	41030	PUBLIC HEALTH NURSE III (*)	\$23.0581 \$44,963.30		\$23.8878 \$46,581.21

*3.0% Increase Effective - January 1, 2007*

<b>PAY GRADE</b>	<b>POSITION NUMBER/DESCRIPTION</b>		<b>1 START</b>	<b>2 6 MOS</b>	<b>3 1 YEAR</b>
M01	41010	PUBLIC HEALTH NURSE I	\$16.6967 \$32,558.57	\$18.6363 \$36,340.79	\$21.5389 \$42,000.86
M02	41020	PUBLIC HEALTH NURSE II (*)	\$17.7004 \$34,515.78	\$20.2369 \$39,461.96	\$23.0173 \$44,883.74
M03	41030	PUBLIC HEALTH NURSE III (*)	\$23.7498 \$46,312.11		\$24.6044 \$47,978.58

*3.0% Increase Effective - January 1, 2008*

<b>PAY GRADE</b>	<b>POSITION NUMBER/DESCRIPTION</b>		<b>1 START</b>	<b>2 6 MOS</b>	<b>3 1 YEAR</b>
M01	41010	PUBLIC HEALTH NURSE I	\$17.1976 \$33,535.32	\$19.1954 \$37,431.03	\$22.1851 \$43,260.95
M02	41020	PUBLIC HEALTH NURSE II (*)	\$18.2314 \$35,551.23	\$20.8440 \$40,645.80	\$23.7078 \$46,230.21
M03	41030	PUBLIC HEALTH NURSE III (*)	\$24.4623 \$47,701.49		\$25.3425 \$49,417.88

*3.0% Increase Effective - January 1, 2009*

*(\*) \$2.00 "Hourly Differential Rate" paid when working as "Jail Nurse"*

\*\* The Wage change effective January 1, 2007 is to be given only to those employees currently on the payroll at the time of ratification of this contract.

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

Public Health Nurse I: Registered Nurse

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

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

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

**LENAWEE COUNTY HEALTH DEPARTMENT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**MICHIGAN NURSES ASSOCIATION:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**LENAWEE COUNTY BOARD OF COMMISSIONERS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_



## LETTER OF UNDERSTANDING

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

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

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Michigan Nurses Association

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Lenawee County Health Department

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Staff Council Chair

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Lenawee County Board of Commissioners